



Uncommon Schools

Request for Proposals (RFP)

For Managed Services

RFP # 2019-12USI

All questions about this RFP must be directed in email to:

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Senior Associate Director, IT Project Management
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New York, NY 10003
ITSupport@uncommonschoools.org

Opening Date:

Thursday, December 19, 2019, 6:00 p.m. Eastern Standard Time

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1. INTRODUCTION

1.1 Purpose

Uncommon Schools, Inc. (Uncommon or USI) is issuing this Request for Proposals (RFP) for cost effective IT managed services to meet the business and operational needs of the schools in New York, New Jersey, Massachusetts and the Home Office (HO). Scope of services include but are not limited to:

- a. Enterprise Infrastructure Administration and Maintenance;
- b. Cloud Software and Device Management;
- c. Security and Compliance
- d. End User (Staff) Support (Help Desk);
- e. Onsite Support;
- f. Classroom Technology;
- g. End User Device Management;
- h. Printer Management;
- i. Documentation;
- j. Inventory;
- k. Systems Design and Recommendations
- l. Business Continuity/Disaster Recovery Plan;
- m. Project Management Services;
- n. Multi-Vendor Support/Advocacy.

The procurement of managed services vendor(s) is rooted in Uncommon Schools' strategic priorities of:

- **Achieve** – School and HO leaders need timely and accurate data to make decisions that best serve students, teachers, and HO staff and strong systems that focus time and resources on academic achievement and operational excellence.
- **Expand** – Sustainable growth requires reliable systems and automated processes that optimize human capital and minimize time spent on manual tasks.
- **Impact** – Long-term sustainability and replicability of our model depends on systems that ensure compliance, reduce likelihood of human error, and are not reliant on institutional memory.

Key Outcomes

The key outcomes of the procurement, selection, and implementation of IT Managed Service Provider(s) include:

- Improved value for cost
- Aligned vendor(s) specialty to services provided
- Clear accountability measures and service expectations within contract

Considerations

Uncommon is seeking supplier(s) to provide two main areas of services:

- Enterprise infrastructure management services
- Service desk/field services

Vendors may bid on one area of service or both areas of service. Additionally, a vendor may submit a joint bid for one or both services areas. If this latter option is pursued, then a primary vendor must be indicated to represent the relationship with all sub-vendors listed in the proposal. Offerors must submit proposals for all aspects listed for each service area. Uncommon may award to multiple Offerors if in the best interest of Uncommon.

RFP Organization

This RFP is divided into eight (8) sections, seven (7) appendices, and six (6) forms:

- | | |
|-----------|---|
| Section 1 | Overview — consists of general information on the objectives of this RFP, a procurement schedule, and a procurement overview. |
| Section 2 | Background — provides background information pertaining to Uncommon requirements and current issues. |
| Section 3 | General Requirements — provides general requirements for system scalability and performance, interfacing with existing systems, and how it fits in the overall scope of Uncommon Schools' plan. |
| Section 4 | Proposal Summary and Proposed Organization — provides a detailed presentation of the information Offerors are to cover in their written response to this RFP. Offerors are to follow the outline presented in Section 7. |
| Section 5 | Procurement Procedure — outlines the rules and schedules applicable to the planned procurement. |
| Section 6 | Proposal Evaluation Process — describes the procedure by which Uncommon will review and rank the Proposals. |
| Section 7 | RFP Response Format and Contents — defines the information that must be contained in a Offeror's RFP response. |
| Section 8 | Terms and Conditions — describes Uncommon terms and conditions for the RFP and provides Uncommon required forms to be completed by the Offeror. |

RFP Cover Sheet

Form A – Bid/Proposal Response Form

Form B – Deviation/Compliance Signature Form

Form C – Non-Collusion Statement

Form D – Felony Conviction Notification

Form E – Debarment or Suspension Certification

Form F – References

| | |
|--------------|--|
| Appendix A | Enterprise Managed Services Functional Requirements Response Forms — outlines the specific services for Enterprise Managed Services to be met by the successful Offeror. |
| Appendix B | Enterprise Managed Service Total Cost Summary Forms — provides the cost forms for summarizing the Offeror’s prices for the solicited services. |
| Appendix C | Service Desk/Field Services Functional Requirements Response Forms — outlines the specific services for Service Desk/Field Services to be met by the successful Offeror. |
| Appendix D | Service Desk/Field Service Total Cost Summary Forms — provides the cost forms for summarizing the Offeror’s prices for the solicited services. |
| Appendix E | Typical network layout for schools |
| Appendix F | Service Provider Questionnaire — a list of additional questions for <u>all</u> Offerors |
| Appendix G | Enterprise Managed Service Certifications — matrix of certifications by subject area <u>only</u> for Offerors of Enterprise Managed Services |
| Appendix H | Microsoft Office O365 Applications List |
| Attachment A | Excel file for Cost Proposal(s) |
| Attachment B | Master Site List — a list of all schools and the Home Office, including addresses, school type, annual ticket volume, staff laptops, chromebooks, student engineering laptops, student counts, and staff counts. |

1.2 The RFP Response

All times listed in this RFP are stated as the time reference that is appropriate as of the date in question for New York, NY {e.g., Eastern Daylight Time (EDT) or Eastern Standard Time (EST)}.

CLOSING DATE AND TIME

The original Offeror's Proposal, submitted in response to this RFP, and signed by an officer of the Offeror with contractually binding authority, must be received by

Laura Ginsberg
Senior Associate Director, IT Project Management
Uncommon Schools Inc
826 Broadway, 9th Floor
New York, NY 10003
ITSupport@uncommonschoools.org

no later than **2:00 p.m Eastern Standard Time, Friday, January 24, 2020.**

Uncommon reserves the right to reject all Proposals in its discretion to the fullest extent allowed by law, and may also award, in its discretion, only portions of the Proposal submitted by the Offeror. Without limitation, one of the reasons why Uncommon may award a portion of the Proposal, but not the entire Proposal, would be if the cost proposed exceeds the available budget for the project and the parties are unable to negotiate a total cost within the available budget. Additionally, Uncommon may award portions of a Proposal made by one Offeror and award other portions of the Proposal submitted by another Offeror. The Offeror agrees, by submitting a Proposal, to all of these provisions and contingencies. The Offeror agrees that if it is awarded only portions of its Proposal, that it will cooperate fully and in good faith and deliver the portions that are awarded consistent with the requirements of RFP and the contract. Additionally, if Uncommon awards a portion of the Proposal to the Offeror and other portions to another Offeror, then to the extent requested by Uncommon and to the extent necessary in the ordinary course of achieving integrated and cohesive managed services, the Offeror agrees and shall cooperate fully with Uncommon and the other selected vendor or vendors in achieving integrated and cohesive managed services.

AVAILABILITY OF FUNDS

It is understood and agreed between the parties to any agreement resulting from this Proposal that Uncommon shall be bound hereunder only to the extent of funds available or which may hereinafter become available for the purpose of a resulting contract.

1.3 RFP Calendar

Table 1-1: RFP Calendar

| Event | Date |
|---|--|
| Post RFP on The RFP Database | Tuesday, December 17, 2019, 2:00 p.m. EDT |
| Bidder's Conference https://uncommonschoools.zoom.us/j/5551619227 Dial by your location +1 646 558 8656 US (New York) +1 669 900 6833 US (San Jose) Meeting ID: 555 161 9227 Find your local number: https://zoom.us/j/5551619227 | Wednesday, January 8, 2020, 12:00-2:00 p.m. EDT |
| Deadline for Written Questions | Wednesday, January 8, 2020 on or before 2:00 p.m. EDT |
| Post Responses to Questions | Wednesday, January 15, 2020, 5:00 p.m. EDT |
| Proposals Due | Friday, January 24, 2020 on or before 2:00 p.m. EDT Electronic submissions: Email to ITSupport@uncommonschoools.org Subject: Uncommon Schools Managed Services RFP # 2019-12USI Hard copy submissions: Uncommon Schools, Inc. Attn: Laura Ginsberg 826 Broadway, 9th Floor New York, NY, 10003 |
| Finalists notified | Friday, February 7, 2020 |
| Finalist Presentations | Monday - Friday, February 10-14, 2020 and Monday - Friday 24-28, 2020 |
| Target Date for Notice of Intent to Award | Friday, March 6, 2020 |

1.4 Examination and Changes of RFP Documents

Offeror shall be solely responsible for examining the enclosed RFP Documents, including any Addenda issued during the Proposal period and for informing itself with respect to any and all conditions which may in any way affect the amount, nature of the Proposal, or the performance of the services in the event Offeror is selected. No relief for error or omission will be given.

Any changes to the RFP will be issued as an addendum and shared in this Google Drive folder:

<https://drive.google.com/drive/folders/1mri1cwRSwzZPxINOCHz1Bly55rWt4530>

It is the vendors' responsibility to check the folder for the latest updates.

1.5 Inquiries

It is the responsibility of the proposed Offeror to inquire, in writing, about any portion of this RFP that the Offeror does not understand. That includes RFP procedures, questions, requirements, and technical specifications. Uncommon will not be bound by verbal responses to questions. All inquiries concerning this RFP should be submitted no later than **2:00 p.m. (EST) on Wednesday, January 8, 2020** prior to the closing date to:

Laura Ginsberg
Senior Associate Director, IT Project Management
Uncommon Schools Inc
826 Broadway, 9th Floor
New York, NY 10003
ITSupport@uncommonschoools.org

Such inquiries must be in writing and emailed to the contact person above.

Where such interpretation or clarification requires a change in the RFP Documents, an Addendum will be issued and shared in this Google Drive folder:

<https://drive.google.com/drive/folders/1mri1cwRSwzZPxINOCHz1Bly55rWt4530>

Uncommon shall not be bound by and Offeror shall not rely on any oral interpretation or clarification of the RFP Documents.

Uncommon will send to all Offerors and companies that have registered to receive RFP information each response to an inquiry that is made pursuant to this section. Uncommon will send responses by email or such other method in its discretion, but email delivery shall be sufficient, and Uncommon is not responsible for any failure of the message to reach the recipient, and all interested persons are responsible for reviewing postings to Uncommon website that are responsive to inquiries.

1.6 Bidder's Conference

Vendors with questions about Uncommon's Managed Services RFP # 2019-12USI, are invited to participate in a **Bidder's Conference** to be held on **Wednesday, January 8, 2020 from 12:00-2:00 p.m. EST**.

The conference access is:

<https://uncommonschoools.zoom.us/j/5551619227>

One tap mobile

+16465588656,,5551619227# US (New York)

+16699006833,,5551619227# US (San Jose)

The Bidder's Conference provides a forum for Offerors to ask questions concerning this RFP. Only written questions and written answers regarding this RFP shall be binding. Questions resulting from the Bidder's Conference must be issued in writing prior to the Question Deadline scheduled for **Wednesday, January 8, 2020**. Answers will be provided in another Addendum on **Wednesday, January 15, 2020** to shared Google Drive folder:

<https://drive.google.com/drive/folders/1mri1cwRSwzZPxINOCHz1Bly55rWt4530>

Preparation of Proposal

The Proposal shall be formatted in accordance with Section 7 against the requirements specified in Section 4 herein. All Proposals shall be prepared by, and at the expense of, the Offeror.

Offerors should not assume that their past and/or current experience with Uncommon demonstrates knowledge of Uncommon's current and/or future needs or that Uncommon Vendor Selection Committee possesses knowledge of this experience. The evaluation of each Proposal will be based upon the evaluation criteria applied to their Proposal submission.

1.7 Alternative Proposals

The Proposal should conform to the requirements contained herein. Offerors submitting conforming basic Proposals **may** submit alternate Proposals as complete **separate** offers, if the alternate Proposals offer technical improvements or modifications, which are to the overall benefit of Uncommon.

Uncommon reserves the right to accept or reject any alternate Proposal.

Oral or Faxed Proposals or modifications will not be considered.

1.8 Signing of Proposal/Authorization to Negotiate

Each Proposal submitted by Offeror shall be executed by Offeror or by its authorized officer. In addition, Offeror must identify on the RFP Cover Sheet those persons authorized to negotiate on its behalf with Uncommon in connection with this RFP.

1.9 Submission of Proposal/Period of Acceptance

Offeror shall submit one **(1) electronic copy** of their written Proposal containing a single RFP response in both MS Word and PDF formats. Appendices A – D must be submitted in MS Excel format.

Proposals sent through the mail shall be placed in an envelope or package and identified with the RFP number and the name and address of the Offeror.

All responses must include an RFP cover sheet. The cover sheet should include the names, addresses and telephone numbers for the Offeror, authorized contact persons, authorized signatures (i.e., the owner or other responsible person of the agency), and the nearest regional office.

All Proposals shall be accepted if received and date/time stamped in the Issuing Office no later than the closing date and time shown on the cover page. Proposals received, and date/time stamped after the closing date and time will not be accepted and will be returned unopened.

Proposals received by telephone or facsimile machine will not be accepted.

Offeror may recite the contents of this RFP in their Proposal. However, in the event there is a discrepancy between this RFP (including subsequent addenda) and the RFP language included in Offeror's Proposal, the language of this RFP and its addenda shall prevail.

It is the Offeror's sole responsibility to assure that its Proposal is received as stipulated. In compliance with this RFP, the Offeror agrees to provide the services at the costs no higher than that stipulated in their Proposal if a final contract is approved by Uncommon on or before 120 days after the date set for the opening of Proposals.

Uncommon reserves the right to modify the contract to be consistent with the successful offer and to negotiate with the successful Offeror other modifications, provided that no such modifications affect the evaluation criteria set forth herein, or give the successful Offeror a competitive advantage.

The contractor shall notify Uncommon in writing if sub-contractors will be used. The contractor shall list that part of the work the sub-contractor is to furnish or perform and assume complete responsibility for such sub-contractor's portion.

1.10 Evaluation of Proposals

All Proposals will be evaluated for responsiveness to the requirements of the RFP, and to the responsibility of the Offeror. A Proposal will be considered responsive if it complies in all material respects to the requirements of the RFP.

Section 6: “Proposal Evaluation Process” outlines the evaluation steps for this RFP.

After the formal RFP evaluation process, the Vendor Selection Committee will present the top-ranked firm, for each main service area (Enterprise Infrastructure and Service Desk/Field Services), to the Uncommon IT Leadership Team. Uncommon may elect to award a contract to more than one Offeror. Should Uncommon determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

1.11 Award of Contract

The selection team will analyze all RFP responses submitted in a timely manner and will follow the RFP evaluation process outlined in Section 6, “Proposal Evaluation Process” and standard procurement procedures. A final contract will be negotiated with the top-ranked firm, for each main service area (Enterprise Infrastructure and Service Desk/Field Services), and approval by Uncommon’s IT Leadership Team.

The acquisition of any product, equipment, or service in connection with this RFP that is outside the scope of this project, is subject to the approval of Uncommon. Uncommon has no liability to any Offeror participating in this RFP process prior to when the Executive team approves the issuance of a contract to that Offeror.

Any contracts resulting from this RFP shall be awarded to the firm(s) whose Proposal meets the requirements of the RFP and is to the best advantage to Uncommon, as established by the criteria listed herein. Each category will be independently evaluated.

The contract as issued, will incorporate by reference the “Contract Documents,” defined to include, but not necessarily be limited to, this RFP and the accepted RFP Response (although Uncommon reserves the right to reject any objectionable terms of any such RFP Response, which terms then shall not be included in the Contract Documents) and Uncommon/Vendor agreement.

Offerors within the competitive range may be required to participate in negotiations and to submit such additional cost, technical, or other revisions to their Proposal (or a Best and Final Offer) as may result from negotiations.

Following approval, Uncommon will notify the selected Offerors in writing of the award, as memorialized by the contract. Upon receipt of that written notification, Contractor shall commence performance under the Contract and upon receipt of a purchase order.

1.12 Notifications to Unsuccessful Offerors

Uncommon shall notify all Offerors after the recommendation for contract award has been made by the Selection Team.

1.13 Term of Contract

Uncommon anticipates that a contract will be established effective immediately upon approval, legal review of the contract and issuance of the purchase order. Offerors are requested to cost out services for four (4) years following the first-year.

Disclosure of Proposal Content

- A. All material submitted becomes the property of Uncommon and may be returned only at Uncommon's option. Uncommon has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right.
- B. Any portion of the RFP that Offeror considers confidential or proprietary information, or to contain trade secrets of Offeror, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide Uncommon with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

If a respondent submits Confidential Materials, the information **must be segregated**, accompanied by an executed Non-Disclosure Agreement for Confidential Materials and each pertinent page must be clearly labeled "confidential" or "trade secret." Uncommon will not disclose such Confidential Materials, subject to the conditions detailed within the Agreement, which is attached to this solicitation. When such segregated and labeled materials are received with an executed Agreement, Uncommon shall execute the Agreement and send the respondent a "Receipt for Trade Secret Information."

1.14 Uncommon Rights

Uncommon may investigate the qualifications of any Offeror under consideration, require confirmation of information furnished by an Offeror, and require additional evidence of qualifications to perform the Services described in this RFP. Uncommon reserves the right to:

- A. reject any or all Proposals or to waive any irregularities or informalities in any Proposals;

- B. issue subsequent Requests for Proposals;
- C. cancel or amend this RFP prior to the Proposal due date;
- D. remedy technical errors in the Request for Proposal process;
- E. appoint selection team to review Proposals;
- F. seek the assistance of outside technical experts in Proposal evaluation;
- G. approve or disapprove the use of particular subcontractors;
- H. establish a short list of Offerors eligible for discussions after review of written Proposals;
- I. negotiate with any, all, or none of the Offerors;
- J. solicit best and final offers from all or some of the Offerors;
- K. award a contract to one or more Offerors;
- L. choose not to award a contract in Uncommon's best interest;
- M. award this contract to the vendor who in Uncommon's opinion is most responsive and responsible and will perform in the best interest of Uncommon. Price alone will not be the determining factor in the contract award;
- N. determine whether or not a product is equal or equivalent to specifications; and
- O. retain Proposals and all submitted documentation.

1.15 No Contact with Uncommon or Uncommon Staff

Vendors, contractors, consultants, or their representatives shall not meet with, speak individually with, or otherwise communicate with Uncommon staff, other than the designated project manager. Uncommon staff, other than the designated project manager, shall not meet with, speak individually with, or otherwise communicate with vendors, contractors, consultants, or their representatives about potential contracts with Uncommon once a Request for Proposal has been issued. Any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject Request for Proposal.

1.16 Funding Out Clause

It is necessary that fiscal funding-out provisions be included in all contracts in which the terms are for periods longer than one year. Therefore, the following funding-out provisions are an integral part of this RFP and must be agreed to by all Offerors. Uncommon may, during the contract period, terminate or discontinue the purchase of goods, services, or systems covered in this RFP at the end of Uncommon's then current fiscal year and upon 30 days prior written notice to the contracted vendor. Such prior written notice will state:

- that the lack of appropriated funds is the reason for termination and
- agreement not to replace the items or services being terminated with items or services with functions similar to those performed by the items or services covered in this RFP from another vendor in the succeeding funding period.

The complete statement, “This written notification will thereafter release Uncommon of all further obligations in any way related to such goods, services, or systems covered herein.” must be included as part of any agreement with Uncommon. No agreement will be considered that does not include this provision for “funding out”.

1.17 Availability of Funds

The obligations of Uncommon under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of New York and Uncommon. All purchases are contingent upon available funding.

1.18 Representations

No representations or guarantees of any kind, either expressed or implied, are made with regard to the matters of information contained in this solicitation.

Offerors must rely solely on their own independent assessment as the basis for the submission of any offer made.

1.19 Award

As the best interest of Uncommon may require, Uncommon reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on a Uncommon-wide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offeror are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s) made as a result of this invitation shall conform to applicable Uncommon Rules, NY, NJ, and MA State Board Rules, and State of New York Statutes.

See Section 6 for Proposal Evaluation Process.

2. BACKGROUND

2.1 Introduction

This section begins with background information on Uncommon, the organizational structure, and the educational services provided by the various programs and schools. In addition, the information provided is focused on the overall expectations for the Managed Services Provider(s), as well as Uncommon's specific needs. It also describes existing services, issues, and infrastructure that Uncommon expects the Offeror to address and incorporate into their solution.

2.2 Uncommon Schools

2.2.1 History

Uncommon Schools was incorporated in 2005, when charter leaders from New Jersey, New York, and Massachusetts came together. Uncommon first supported the creation of North Star Academy Charter School of Newark, which opened in 1997 and has since emerged as one of the most celebrated charter public schools in the nation.

2.2.2 Organizational Timeline

| Year | Activity |
|------|---|
| 1997 | North Star Academy founded in Newark, New Jersey. |
| 2005 | Uncommon formalizes its mission as a charter management organization with the goal of starting and managing schools that create transformative college prep opportunities for low-income children. Uncommon begins managing North Star Academy Downtown Middle School, North Star Academy Clinton Hill Middle School, North Star Academy High School, Excellence Boys Elementary School, and Williamsburg Collegiate Middle School. |
| 2006 | Uncommon opens Leadership Prep Bedford Stuyvesant Elementary School and Rochester Prep Middle School. |
| 2007 | Uncommon opens North Star Academy Vailsburg Elementary School and Kings Collegiate Middle School. |
| 2008 | Uncommon opens Excellence Boys Middle School and Bedford Stuyvesant Collegiate Middle School. |
| 2009 | Uncommon opens Excellence Girls Elementary School, Leadership Prep Brownsville Elementary School, Brownsville Collegiate Middle School, Uncommon Charter High School, and Troy Prep Middle School. |

| | |
|-------------|--|
| 2010 | Uncommon opens North Star Academy West Side Park Elementary School, North Star Academy Vailsburg Middle School, Leadership Prep Ocean Hill Elementary School, Leadership Prep Bedford Stuyvesant Middle Academy, Ocean Hill Collegiate Middle School, Brooklyn East Collegiate Middle School, and Rochester Prep Elementary School. Roxbury Prep Charter School, Mission Hill Campus in Boston formally joins the Uncommon network. |
| 2011 | Uncommon opens North Star Academy Fairmount Elementary School, Rochester Prep Middle School – West Campus, Roxbury Prep Charter School, Lucy Stone Campus, and Troy Prep Elementary School. |
| 2012 | Uncommon opens North Star Academy Liberty Elementary School, North Star Academy West Side Park Middle School, Uncommon Collegiate Charter High School and Roxbury Prep Charter School, Dorchester Campus. |
| 2013 | Uncommon opens Excellence Girls Middle Academy, Leadership Prep Brownsville Middle Academy, Leadership Prep Canarsie Elementary Academy, Leadership Prep Canarsie Middle Academy, Leadership Prep Ocean Hill Middle Academy, and Rochester Prep West Campus Elementary School. |
| 2014 | Uncommon opens Camden Prep Elementary School, Uncommon Preparatory Charter High School, Rochester Preparatory High School, and North Star Academy Alexander Elementary School. |
| 2015 | Uncommon opens North Star Academy Central Avenue Middle School and Roxbury Prep High School. |
| 2016 | Uncommon opens Rochester Prep Elementary School 3, North Star Academy Elementary School 6, North Star Academy Lincoln Park High School, Camden Prep Middle School, and Kings Elementary School. |
| 2017 | Uncommon opens Camden Prep Copewood Elementary School, Uncommon Leadership Charter High School, and Troy Prep High School |
| 2018 | Uncommon opens Ocean Hill Elementary School |
| 2019 | Uncommon opens North Star Academy Lincoln Park Middle School |

2.2.3 Demographics

With over 20,000 students, Uncommon enjoys a diverse student population and strong community partnerships. The annual budget for the 2018-2019 school year totals \$360 million. Uncommon operates 54 schools. The following table summarizes the number of students and staff at various levels as of 2019:

| <i>Region</i> | <i>Staff</i> | <i>Students</i> |
|----------------------|---------------------|------------------------|
| Boston | ~220 | ~1600 |
| Newark | ~615 | ~5900 |
| Camden | ~120 | ~900 |
| Rochester | ~275 | ~2400 |
| Troy | ~80 | ~700 |
| NYC | ~1065 | ~8500 |
| Home Office | ~265 | 0 |

For further factual and statistical information describing Uncommon, please visit our website at:

<http://www.uncommonschools.org>

2.3 Uncommon Schools Organization

Uncommon is led by a Chief Executive Officer and seven cabinet-level executives. Those executives most involved in the business operations that are the focus of this procurement include: Chief of Operations (School, Regional and Home Office Operations including IT and Data Management and Real Estate and Facilities), Chief Financial Officer (Finance and Accounting), and Talent Officer (HR, Talent Development and Recruitment).

2.4 Current Technology Environment

The Information Technology Department of Uncommon Schools encompasses Support, Data Management, Business Intelligence, and Project Management services.

Uncommon is primarily a MS Windows shop running Active Directory at a Domain and Forest Functional level of 2012. Uncommon's current technology environment supports the following:

| | |
|--|---------|
| Number of Staff Laptops | ~3,100 |
| Number of Student Chromebooks | ~12,100 |
| Number of Student Engineering Laptops | ~325 |

| | |
|---------------------------|---------|
| Number of Staff | ~2,700 |
| Number of Students | ~20,000 |

Network Infrastructure

Uncommon's enterprise architecture comprises 54 schools and a Home Office, each location with a domain controller that also serves as a file and print server. They are all connected via MPLS to a co-located data center in Virginia managed by our current MSP. With few exceptions, the primary circuit connecting each site is a 1GB fiber and the backup is a 100MB cable modem. We have almost completed the move of all VOIP services and WAP management to the data center, removing the need for a PBX or WLC at each site.

3. GENERAL REQUIREMENTS

3.1 General Requirements

The primary goal of this project is to acquire managed services which will support the needs of all Uncommon personnel and scholars with a cohesive set of technology services. Managed Services will be configured around both enterprise infrastructure management and service desk/field services management with the capacity to support Uncommon Schools' needs for the foreseeable future (ten years minimum).

3.2 E-Rate

All services covered by E-rate funding are not included in this RFP. Any E-rate services will be covered by a separate bid to maintain compliance with FCC program guidelines.

3.3 Vendor Profile

The primary attributes USI seeks in a vendor includes, but is not limited to:

- Demonstrated, verifiable capability to provide support and maintenance services similar to those described in this RFP
- Company business and financial performance history consistent with solid, stable and reliable operations over a multi-year period
- Existing, stable staff of highly trained professionals who have demonstrated successful track record of customer service and who have mastered the technical skills necessary to support the products and services outlined in the applicable RFP
- Experience servicing K-12, public, and/or government entities
- Experience providing managed infrastructure services for K-12, public, and/or government entities

- Experience providing Field Support for K-12, public, and/or government entities
- Experience providing Service Desk Support for K12, public, and/or government entities
- Demonstrate an understanding of federal funds solicitation guidelines and policies
- Demonstrated, verifiable capability to provide support and maintenance services similar to those described in this RFP
- Proven record of implementing industry best practices, reducing costs, and increasing service levels
- History of commitment to diversity, equity, inclusion and social justice

3.4 Services

USI is soliciting proposals for Managed Infrastructure Services and Field Support and Service Desk. The RFP must be written in compliance with generally accepted procurement practices.

Assumptions

The following list includes, but is not limited to, several key requirements and assumptions for the selected managed services provider.

1. USI will not be directly billed nor additionally charged for ancillary costs, such as, but not limited to:
 - a. The physical movement of equipment within a building
 - b. Travel time
 - c. Cell phone costs
 - d. Office supplies
 - e. USI required background checks
 - f. Attendance at meetings
 - g. Meeting expenses
 - h. Shipping of any kind
 - i. Any transportation costs
 - j. Overtime
 - k. Training, education, and/or certification costs or hours to study
 - l. Field tech support hours are consistent with school open and close times and Home Office hours of operation
2. Offeror's field services staff are available to work beyond normal business hours (7:00 AM to 5:00 PM) without incurring overtime charges to USI.
3. The provided list of facilities (See Attachment B) is subject to change. At USI's discretion sites may be added or removed in accordance with USI's needs during the course of the contract.
4. The lists of Server and Network equipment is subject to change. USI's environment is primarily comprised of Cisco equipment and Windows servers, but does include other platforms. The current Managed Service inventory is included in Section 3.5.2.

3.5 General Service Requirements

The following general service requirements apply to this RFP and are in addition to any component or service-specific requirements presented in the individual RFP.

- All prices must clearly delineate all costs.
- All prices must be line itemized, where applicable.
- An agreed-upon dispute resolution mechanism must be defined.
- There is no guarantee of any minimum amount of services that may be requested during the term of the contract.
- Interested service providers must be willing to engage in tracking service costs by site.
- All managed equipment and associated infrastructure services must be monitored 24x7x365.
- Network availability is expected to be 99.9% excluding scheduled maintenance.
- Manage configuration and changes to all network infrastructure equipment needed to deliver required network services according to USI's processes.
- Provide appropriate on-premises qualified staff to support all contracted services. Provide documentation of staff Certifications (Appendix G).
- **All individuals assigned to this contract must submit to background checks at the employer's expense and may only perform service upon successful clearance.**
- **USI reserves the right to refuse any individual from performing any and all services under this contract.**
- As part of the normal course of "doing business", i.e. not billing USI, the vendor is expected to provide proper representation at meetings as needed. Meetings may be in person and/or via tele-conference.
- The following meetings are required and are not billable:
 - Ad Hoc meetings
 - Weekly status meetings
 - Project meetings
 - Monthly meetings
 - Quarterly meetings – emerging technology reviews with vendors Senior leadership team
 - Post resolution meetings related to system outages or emergency support

3.5.1 Change Control

USI takes very seriously the education of its scholars and the impact of service interruption to its end users; and therefore takes change control very seriously. The service provider must detail their internal best practice change control processes. Changes must be documented that include but are not limited to:

- Scope of change.
- Communication plan of change Reason for change.
- Change testing/validation plan.
- Risk Assessment.
- Plan for implementation of change which includes measurable milestones.
- Back out and/or contingency plan if change is unsuccessful.
- Identification of conditions in which back out/contingency plan must be implemented.
- Plan and test results must be approved by USI prior to implementation of the change.

- Problems encountered during the change. Any deviations from the original plan.
- Plan for after change support.
- Lessons Learned.

3.5.2 Project Activities Associated with Implementation of RFP

Uncommon's enterprise is currently managed by a managed services provider. Most of Uncommon's central enterprise architecture, physical assets (e.g. servers, routers, core switches, etc.), and data/voice circuits reside in this vendor's data center. As part of implementing this portion of the RFP, the awarded Offeror will need to transfer Uncommon's architecture and physical assets to a new data center location. Close coordination and communication with the current vendor will be required as well as a detailed project plan. The detailed project plan must include at a minimum:

- Scope of work
- Communication plan
- Coordination plan with current vendor
- Detailed schedule of activities
 - Include any expected service interruptions – expected dates and durations
- Risk analysis and risk register
- Issues log
- Detailed project costs
- Resource management plan
- Documentation
- Knowledge transfer plan

Additionally, Offeror will describe their previous experience in moving enterprise architecture between data centers.

These **Transition-In** costs must be included on the Cost Proposal (Appendix B) and listed as one-time fixed price costs.

Assets in Data Center

| Asset Type | Count |
|-------------------|--|
| Physical Servers | 5 |
| Virtual Servers | 21 hosted in vendor's private cloud 13 VMs (does not include Phone Server listed below) |
| Switches | 2 |
| Routers | 0 |
| UPS | 0 |
| WLC | 2 |
| Phone server (VM) | 2 |
| Data circuits | 2 |
| Voice Circuits | 1 |
| Other | 1 SAN 1 Barracuda Email Gateway 1 Load-Balancer (KEMP) 2 NAS Storage |

3.6 Services Areas

This RFP will consist of two specific areas of services: Enterprise Managed Services (Section 3.7.1) and Service Desk/Field Services (Section 3.7.2). Each area is independent thereby allowing for a vendor to bid on one or both service areas. A vendor may also submit a joint bid with other vendors. If submitting a joint bid, one vendor must be designated as the primary vendor and will be responsible for the relationship and all other vendors listed as sub-vendors.

Each bid must cover all the services described in each service area. Each bid is independent of the other service area.

3.6.1 Enterprise Managed Services

The following specific minimum responsibilities and duties are necessary to fully manage USI's Hybrid environment through Life-cycle Management.

- The vendor is responsible for all infrastructure assets whether in the data center, in schools, and any other remote location.
- The vendor shall maintain and proactively design and engineer the network, its related documentation, ongoing analysis, and provide network engineering skills and

certifications to keep the network at the highest state of reliability and efficiency possible, without excessive redundancy and fault tolerance.

- The vendor shall provide capacity management for all core network services. Examples of services include, but are not limited to, Active Directory services, DHCP, DNS and TCP/IP addressing management.
- The vendor shall provide Active Directory domain controller installation, upgrade, and patching. Daily operation of domain controllers (e.g., system administration, adding users, resetting passwords) is the responsibility of the vendor. This applies to all assets in the data center and at Uncommon school locations and any other remote location.
- The vendor shall monitor and maintain the Active Directory forest.
- The vendor shall perform regular Activity Directory tree and forest health checks, deliver a health check report monthly, and take corrective actions.
- The vendor shall provide planning to accommodate network expansion, enhancement, and security services in order to meet the growing needs of the Uncommon network.
- The vendor shall assist in developing, maintaining and updating a network vision, strategy and design that takes advantage of existing and future infrastructure resources.
- The vendor shall provide recovery of network services for incidents and outages.
- The vendor shall provide monitoring of bandwidth and network protocol utilization.
- The vendor shall continually work to develop, improve, and maintain automated monitoring services, threshold monitoring, and alert notification. As part of normal WAN functions, the vendor shall utilize bandwidth and network protocol performance to ensure the network is always operating efficiently.
- The vendor shall provide change, configuration, release, and availability management for all network hardware and software that includes, but is not limited to, upgrades, patches, switch port management, reprogramming port speeds, routing table updates, monitoring, testing of installation of patches, and installation of firmware and software version changes. This applies to all assets in the data center and at Uncommon school locations and any other remote location.
- The vendor shall provide technical leadership for network issues including utilization and deployments; LAN/WAN design, installation, configuration, deployment and expansions; network engineering and design services.
- The vendor shall perform and participate in network services strategic planning, project planning, and integration planning activities, as required.
- The vendor shall follow and maintain network guidelines, standards, policies, and procedures. As appropriate, vendor shall recommend and document network guidelines, standards, policies, and procedures.
- The vendor must design processes and tools to support the rapid architecture replication (less than 24-hour turnaround) of an n-tier legacy application hosted in AWS for the purposes of application upgrade cycles and test environments for troubleshooting.
- The vendor must perform backup and recovery of all systems according to best practices of both on-premise and cloud systems.

- The vendor will maintain documentation of systems architecture that reflects the most current state of USI's on-premise, cloud, and school systems. Documentation must be easily accessed by designated USI staff.

3.6.2 Service Desk/Field Services

USI is requesting proposals for the support of USI owned desktops, laptops, mobile devices, Point-of-Sale (POS), VOIP phones, peripherals and support for end-users.

The two (2) main support areas are (1) Service Desk and (2) Field Support. USI is currently using a managed services provider for the above-mentioned support needs. This request is for a complete turnkey solution whereby the vendor manages the Service Desk and Field Support day-to-day functions in conjunction with USI oversight.

The following list includes but is not limited to a number of key requirements and assumptions for the selected vendor:

- **All individuals assigned to this contract must submit to background checks at the employer's expense and may only perform service upon successful clearance.**
- Vendor must maintain an appropriate level of core staff onsite at USI that supports the USI service performance goals, service levels and response times. Staff placement will be mutually decided. Every effort should be made to maintain the same core staff for the scope and term of the contract. All staff changes require immediate notification to USI.
- **On-site staff is required to adhere to USI dress code guidelines which is business attire including neckties for men.**
- The vendor will maintain an electronic copy of all documentation for any device in a shared location that designated USI staff can access as needed.
- The vendor shall maintain an accurate inventory in cooperation with USI staff of all equipment covered in the contract in electronic database form that is readable by designated USI staff of all equipment covered by this contract.
- The vendor must provide a device to each Field Support Technician to be able to retrieve and manage tickets while in the field.

3.6.2.1 Duties and Minimum Qualifications

Field Support Technician Duties: Field Support at various levels: Level 2 remote troubleshooting, software installation, etc. Level 3 advanced technical skills. Support that field technicians will provide includes but is not limited to creating standard configuration, periodic testing of configuration changes, diagnostics as needed and software updates and upgrades. Create end-user documentation as needed and support USI's professional development efforts. The essential duties for a field support technician are:

- Installs and tests software on computers

- Diagnoses and resolves critical and non-critical hardware and software problems in a timely manner
- Troubleshoots and repairs hardware and software related issues on end point devices
- Configures and installs computer workstations
- Performs backup activities and restoration of user files as needed
- Participates in testing and implementation of new systems and procedures
- Works with school building staff to integrate technology solutions into the classrooms
- Maintains a record of hardware and software installed or removed at the assigned locations
- Forwards record of installed or removed equipment or devices to Inventory Asset management database
- At the discretion of USI, prepares required documentation and reports
- Maintains complete and accurate records in vendor's ticketing system
- Performs 1st level support of VOIP phone system; sets up and configures phones
- Supports the Point-of-Sale (POS) devices and peripherals
- Re-images all laptops and desktops
- Performs assessment of computer equipment including but not limited to laptops, iPads, and Chromebooks for repair
- Configures mobile devices for wireless network access
- Performs remote network, VPN client set-up
- Configures email on USI cellular phones
- Shares known, documented problem resolutions in the vendor's ticketing system's "Knowledge Base" repository
- Performs other duties as assigned

Field Support Technician Minimum Qualifications: The minimum qualifications that a Field Support Technician must possess are:

- Knowledge of, and experience repairing desktop, laptop, mobile devices, VOIP, peripherals, Point-of-Sale (POS), and computer equipment
- Must have an A+ and Net+ Certification, or equivalent work experience
- Must have a valid driver's license
- Ability to travel to any site within assigned region
- Ability to lift and/or move computer equipment
- Physical ability to install and repair computer equipment
- Skilled using analysis equipment and entering keyboard commands to diagnose computer, software and hardware issues
- Interpersonal skills necessary to work with various levels of USI staff and external vendors/consultants in the resolution of technology issues
- Written skills necessary to maintain various departmental records, documents and reports
- **Must be able to pass Uncommon Schools criminal background checks**

Service Desk Agent Duties: Support includes but is not limited to interacting with end-users by way of the work order tickets, phone calls, and in person. The Agent must have the ability and sufficient knowledge to query the customer to service the root cause or problem being reported.

- Provide contact point to the service desk
- Engage customers and record details for service work order tickets
- Offer solutions to customer issues/inquiries to prevent a delay of resolution
- Open a ticket for all customer inquiries and issues; close ticket after the resolution
- Provide remote support
- Provide a high level of customer service to the user population that is both warm and professional at all times
- Establish and maintain a sound working relationship between the technology department and the end-user
- Provide how-to documentation to end-users as needed

Service Desk Agent Minimum Qualifications: The minimum qualifications that a Service Desk Agent must possess are:

- Strong decision making, problem solving and analytical skills
- Strong organizational skills with emphasis on detail and follow-up
- Ability to troubleshoot technology problems
- Ability to troubleshoot connectivity issues
- Must have a positive attitude
- Must be able to exercise patience and professionalism during stressful situations
- Minimum zero (0) – six (6) months of experience in a customer service support role

4. PROPOSAL SUMMARY AND PROPOSAL ORGANIZATION

4.1 Introduction

This section contains instructions to Offerors on how to prepare their written responses to this RFP. As Offerors prepare their responses, they should be guided by the **Table of Contents in Section 7: RFP Response Format and Contents**. Offerors must factor into their written response the information presented in Section 2, Background; Section 3, General Requirements; Appendix A and/or C, Functional Requirements; and requirements specified in this section (Section 4).

4.1.1 Respondent's Responsibility

A respondent, by submitting a Proposal, represents that:

- A. The respondent understands the RFP in its entirety and that the Proposal is made in accordance therewith; and
- B. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to Uncommon; and

- C. Before submitting a Proposal, each respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by Uncommon, upon which the respondent will rely. If the respondent receives an award because of its Proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief.

4.1.2 Licenses and Certificates

- A. Uncommon reserves the right to require proof that the respondent is an established business and is abiding by the ordinances, regulation, and the laws of the State of New York, New Jersey, and Massachusetts, such as but not limited to: Business Tax Receipts, business licenses, New York sales tax registration, Federal Employer's Identification Number; and
- B. Each firm and personnel who will be performing services on behalf of the firm for the Board are to be properly licensed to do business in its area of expertise in the State of New York, New Jersey, and Massachusetts. Each firm shall submit with their Proposal a copy of and maintain the appropriate licenses and certificates during the term of the contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the contract.

4.2 Firm Qualifications Requirements

The purpose of the Firm Qualifications Requirements section is to provide Uncommon with the ability to verify the experience and knowledge claims made in the Proposal by the Offeror and to assess the Offeror's prior record in providing services to other organizations. If the Vendor's Proposal involves the use of any subcontractor, where the subcontractor's project involvement exceeds ten percent (10%) of the Proposal Total Cost amount, the subcontractor must also comply with the Offeror qualification requirements identified in the following sections.

Offerors are advised that the information and responses to this section will assist Uncommon in determining the vendor's financial viability and its commitment to the requested services.

4.2.1 Firm History and Background

Please describe the Offeror's corporate background and experience. Specifically address your corporate history and experience in providing managed services for school districts whose needs and size are comparable to those of Uncommon Schools. Uncommon is particularly interested in your experiences and success in the state of New York, New Jersey, and Massachusetts.

The Offeror must provide the following information:

- general information about the Offeror's organization

- identification whether the firm is the prime Offeror or subcontractor on this project
- date established
- corporate office location
- licenses & certifications
- documentation from the appropriate state's agency confirming firm's legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.) For non-New York businesses submit documentation from the state in which the business was formed and documentation from the State of New York providing authorization to perform business in the state of New York.
- Federal Identification Number of firm
- ownership interests
- Active Business venues (counties, states, etc.)
- present status and projected direction of business

4.2.2 Firm Required Financial Information

The Offeror must provide the following financial information:

- Dun & Bradstreet number and report, if available
- Annual Report for the last year
- Statement of Income and Retained Earnings for the last two fiscal years
- Statement of Changes in Financial Position for the last two years, as applicable
- Balance Sheet for the last two fiscal years
- Opinions concerning financial statements from a Certified Public Accountant for the last two years, as applicable
- The Offeror must identify each lawsuit against the Offeror, or any affiliate, subsidiary, sister corporation, holding company, or owner of an interest of 10% or more in the Offeror, and against the chief executive officer or president, treasurer, any executive vice president or the corporate secretary during the ten-year term immediately preceding the date on which the Proposal is submitted. For each lawsuit identified, please explain the nature of the lawsuit and how it was resolved. If it is still pending, please identify whether or not a trial date has been set. Also identify where the lawsuit is pending and in which court. For purposes of this section, the term "lawsuit" means any action filed in a state court, a federal court, and also any administrative agency litigation and arbitration.

4.2.3 Customer References

Uncommon is looking for the Offeror to demonstrate its experience with school districts comparable in size to Uncommon Schools as well as their experience with specific services in the state of New York, New Jersey, and Massachusetts. Please provide at least three (3) school district or other relevant industry references for the services proposed. Please do NOT provide references for customers using a service other than the one you are proposing.

The customer references submitted must be recent, whereby the Offeror must have provided the respective services within the last three (3) years. The customer references must be organizations whose business processes and needs are similar to or exceed those performed by Uncommon in terms of functionality, complexity, and transaction volume.

Specifically, the referenced customer/project will be considered comparable if they contain the following minimum attributes:

- a district supporting an enrollment of 20,000 or more students, or
- support of non-education clients with more than 5,000 devices and support across one or more geographically dispersed regions.

For each reference, the Offeror shall provide the following information:

- customer name
- customer address
- current telephone number of a customer employee most familiar with the project along with their email address for reference verification
- time period over which each project was completed
- list of products installed and operational
- number of students in school district (if relevant)
- number of school sites (if relevant)
- estimated number of employees

5. PROCUREMENT PROCEDURE

Award shall be made to the Offeror that best meets the needs of Uncommon. Every Proposal will be reviewed and evaluated in terms of its conformance to the specifications in this RFP. Adherence to the RFP Response Format and Contents specified in Section 7 is mandatory; any deviation or omission may result in immediate disqualification.

5.1 Cost Proposal

Cost Proposal must include the estimated costs of furnishing all materials, equipment, labor, and maintenance necessary to provide services for the completion of the work described in this RFP unless otherwise noted in the RFP. Uncommon shall not be liable for any costs beyond those proposed in this RFP and awarded. Vendors MUST include ALL travel and living expenses in their Professional Services costs.

Proposals must include four (4) years of projected costs after the end of the first year.

5.2 Acceptance and Rejection of Proposals

5.2.1 Acceptance

All Proposals properly completed and submitted will be accepted by Uncommon. However, Uncommon reserves the right to request necessary amendments, reject any or all Proposals, reject any Proposal that does not meet all mandatory requirements, or cancel this RFP according to its best interest.

Uncommon also reserves the right to waive minor irregularities in Proposals if that action is in the best interest of Uncommon. If the Offeror is awarded the contract, such a waiver shall in no way modify the requirements stated in this RFP or excuse the Offeror from full compliance with the specifications stated in this RFP or resulting contract.

5.2.2 Rejection

A Proposal may be rejected if it does not conform to the rules or the requirements described in this RFP. Reasons for rejection include but are not limited to the following:

- The Proposal is delivered after the deadline specified in the RFP.
- The Offeror fails to sign a necessary form.
- The Offeror fails to address all of the subsections in this RFP.
- Uncommon uncovers proof of collusion among Offerors. (In this case, all suspected Proposals shall be rejected, and any participants in collusion shall be barred from future procurement opportunities until they are reinstated as qualified Offerors.)
- The Offeror does not possess the proper license to carry out the work described in this RFP.
- The Proposal shows noncompliance with applicable laws, contains unauthorized additions or deletions, is conditional or incomplete, or contains irregularities of any kind that make the Proposal incomplete, indefinite, or ambiguous.
- The Offeror adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in this RFP.

Uncommon reserves the right to reject any and all Proposals. Uncommon reserves the right to negotiate with the selected Offeror in order to best serve their needs in respect to both Evaluation Criteria and cost effectiveness.

5.3 Review of Proposals

All Proposals will be considered public documents and will be available for review by interested parties following completion of the Proposal evaluation process or after the RFP has been closed for thirty (30) days or Uncommon Schools' issuance of a written notice of intent to award. However, if any portion of the Proposal is marked "proprietary" and is highlighted, this portion can be returned after award of contract, if requested.

5.4 Posting of RFP Recommendation

The recommendation for award will be emailed to all parties who have submitted a proposal and listed contact information.

5.5 Disposition of Proposals

All Proposals become the property of Uncommon. The successful Proposal shall be incorporated into the resulting contract by reference.

6. PROPOSAL EVALUATION PROCESS

A Managed Services Vendor Selection Committee shall evaluate submitted Proposals. The evaluation will be based on the evaluation criteria described in Section 6, Proposal Evaluation Process of this RFP.

The Managed Services Vendor Selection Committee will apply a numerical rubric to evaluate the vendor Proposals and the finalists' presentations. The following sections will describe the evaluation process in more detail.

6.1 Preliminary Evaluation

A preliminary evaluation shall determine whether each Proposal is complete and compliant with the instructions in this RFP. Any Proposals that are incomplete or that do not comply with the instructions or terms and conditions may be rejected and excluded from further consideration. Subsequent review and evaluation will be based on the criteria stated in the following sections.

6.2 Proposal Evaluation Process

Four main components make up the evaluation of the managed services vendors: 1) the written Proposal; 2) the five-year costs; 3) the formal presentation; and 4) Customer References.

Managed services providers will undergo a two-stage evaluation and selection process. The first stage (Phase 1) will consist of an evaluation of the Offerors' written RFP responses. Vendors may be asked to clarify specific Proposal sections. These responses will be included in the overall scoring process.

The analysis and scoring of the vendors' costs will be combined with the written RFP evaluation.

Following this evaluation, Uncommon Managed Services Vendor Selection Committee will develop a short list of vendor finalists. Those vendor finalists will be invited to participate in a services presentation (Phase II) of the Managed Services selection process.

Vendors may be asked to clarify specific Proposal sections. These responses will be included in the overall scoring process.

6.3 Phase I: Evaluation of Vendor RFP Responses

SUBMITTAL REQUIREMENTS/WRITTEN EVALUATION CRITERIA

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluating of the Proposal. Proposals shall be organized, and sections tabbed as outlined in Section 7 RFP Format and Contents. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration. Each Offeror will be ranked based on an analysis of the criteria herein addressed.

The written Proposals will be scored based upon the evidence to provide the services in each major service area proposed (Enterprise Managed Services and Service Desk/Field Services) as outlined below:

- Offeror's Technical Response to RFP Requirements and Work Plan (See RFP Appendix A and C as appropriate for services proposed) USI prefers an Offeror's response to work requirements in the RFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.
- Offeror Qualifications and Capabilities, including proposed Subcontractors
- Experience and Qualifications of Proposed Staff
- Approach to future on-demand services
- Maturity of DR/Security model
- Economic Benefit to Uncommon

Following the evaluation of the written responses, Uncommon Managed Services Vendor Selection Committee will score the Total Cost Summary Forms (Appendix B and D as appropriate for services proposed) of the vendors' Proposals. The distribution of cost points will be calculated as a percentage of cost increase as compared to the lowest cost Proposal received.

Vendors should submit their five-year costs separately from the written response in MS Excel format. Five-year costs will be used to determine the points awarded to vendors for the cost portion of the RFP.

The Cost Proposal with the lowest cost will be awarded the full 500 points. All other Financial Proposals will receive a prorated score calculated using the following formula:

$$V = (1 - ((P - L) / H)) \times M$$

Where:

P = Total Cost of the proposal being adjusted

H = Total Cost of the proposal with the highest cost

L = Total Cost of the proposal with the lowest cost

M = Maximum number of points for the Cost proposal

V = Assigned points for proposal being adjusted

6.3.1 Clarification of Submittals

The Uncommon Project Manager may send out a request for clarification in a letter stating the areas to be covered and the date and time in which the clarification must be returned. Responses may be emailed back to meet the deadline, but a hard copy of their response must be followed up in the mail.

At each phase in the evaluation and scoring process, Uncommon shall have the right to seek clarification with respect to any matter included or omitted in a Proposal. The determination of whether or not a clarification is appropriate is within the sole discretion of Uncommon. The Offeror will be given an opportunity to clarify in writing, and Uncommon may (but is not required to) adjust the score it has given a Offeror who provides clarification based upon Uncommon Schools' interpretation and evaluation of the written clarification. The extent to which the score may be adjusted, and the interpretations of the clarification are matters solely within the discretion of Uncommon. This process may occur after Phase 1 "Clarification of Written Proposals" and after Phase 2 "Clarification of Demonstrations" of the evaluation process (according to the RFP Calendar). The written clarification will be deemed a part of the Proposal and shall be appended to the Proposal submitted.

6.3.2 Managed Services Vendor(s) Finalist Selection Process

The short list of vendor finalists will be determined by the highest combined point total from the functional requirements (Appendix A and/or Appendix C as appropriate for services proposed), written proposal, and Five-Year Costs (Appendix B and/or Appendix D as appropriate for services proposed). The finalists will move on to Phase II of the selection process: The Vendor Presentation.

6.4 Phase II: Managed Services Vendor Finalists Formal Presentation

The finalists will be contacted by the Uncommon project manager to prepare for a vendor presentation. The presentations will take place at the Uncommon Schools' Home Office between February 10 and February 28, 2020.

6.4.1 Final Clarification

- The Vendor Selection Committee may decide to seek additional clarification from one or more Offerors if information is necessary to make a final decision. The Project Manager will email the Offerors asking additional clarification.
- Proposal scores may be adjusted in light of the new information received during final clarification.
- At the Vendor Selection Committee's discretion, they may or may not request final clarification from one or more Offeror.

6.5 Basis of Award

Uncommon is looking for the vendor Proposal and demonstrated services that will deliver the highest quality services that most closely meets the goals and future direction of Uncommon while delivering the best value and price with all factors being considered.

6.6 Additional Terms and Conditions

Uncommon reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the Proposal evaluations.

6.7 Negotiations with Top-Ranked Firms

The highest-scored Offeror upon completion of formal presentation process will begin negotiations with Uncommon. Those negotiations might address any term, condition, schedule, or price in the final agreement. If terms, conditions, scheduling, and prices cannot be agreed on in a timely manner with the highest Offeror, Uncommon will negotiate with the next highest scoring Offeror until an agreement is reached.

7. RFP RESPONSE FORMAT AND CONTENTS

To maintain comparability and enhance the review process, Proposals shall be organized in the sequence shown below and shall include all of the elements and information described in the following sections:

Proposal Form

- A. See **Submittal Requirements** for complete details.

It is not necessary to return every page of this document with the Proposal; return *only* the pages that require signatures or information.

- B. Offeror should submit **one (1) electronic copy** (via email) of their written proposal in both MS Word and PDF formats (Appendix A and/or Appendix C as appropriate for services proposed) must be saved in MS Excel format. The Total Cost Summary forms (Appendix B and/or Appendix D as appropriate for services proposed) should be provided separately in MS Excel format.

If a Non-disclosure Agreement is signed and confidential materials are submitted, such materials should be labeled “Confidential Materials.”

- C. Terms and conditions differing from those in this RFP may be cause for disqualification of the Proposal.

7.1 RFP Closing Date and Time

RFPs may be delivered up to but not later than **2:00 p.m., local time, January 24, 2020** to:

Laura Ginsberg
Senior Associate Director, IT Project Management
Uncommon Schools
826 Broadway, 9th Floor
New York, NY 10003
ITSupport@uncommonschoools.org

All responses must include Uncommon RFP Cover Sheet. The cover sheet should include the names, addresses, and telephone numbers for the Offeror, authorized contact persons, authorized signatures (i.e., the owner or other responsible person of the agency), the nearest regional office, and members of the Offeror Proposal team.

Offeror may recite the contents of this RFP in their Proposal. However, in the event there is a discrepancy between this RFP (including subsequent addenda) and the RFP language included in Offeror Proposal, the language of this RFP and its addenda shall prevail.

Proposals should be prepared simply and economically with emphasis on specific experiences and capability to perform work for similar government entities using a public procurement system. Information relating closely to those tasks outlined above will be weighed most heavily.

All Proposals must be in the format required in this RFP. Failure to comply may be reason to declare the Proposals nonresponsive. For detailed description of what is required in each Section see sections 7.3 through 7.9.

7.2 Proposal Section / Sub-Section Headings

Section 1 – Completed Bid Proposal Response Form (Form A)

Addenda – sign and return all Addenda

Table of Contents

Section 2 – Executive Summary

Section 3 – Functional Requirements Response Forms (Appendix A and/or Appendix C as appropriate for services proposed)

Section 4 –Technical Proposal (Written)

If submitting proposals for both major service areas (Appendix A and Appendix C), create sub-sections for:

- Enterprise Managed Services Technical Proposal
- Service Desk/Fields Services Technical Proposal

Section 5 – Additional Requirements Attachments

- Deviation/Compliance Signature Form, Form B
- Non Collusion Statement, Form C
- Felony Conviction Notification, Form D
- Debarment or Suspension Certification, Form E
- References, Form F

Section 6 – Confidential Materials

All materials that qualify as “trade secrets” shall be segregated, clearly labeled, and accompanied by an executed Non-Disclosure Agreement for Confidential Materials.

Separately - Total Cost Summary Forms (Appendix B and/or Appendix D as appropriate for services proposed)

7.3 Proposal Certification Form

Include the RFP Cover Sheet of this RFP with an original signature of an agent authorized to bind the company, title, and all requested information.

7.4 Addenda

The Offeror must attach the addenda to this RFP that it has received, indicating the addenda number and the date issued.

Any changes to the RFP will be issued as an addendum and transmitted electronically as stated herein.

7.5 Table of Contents

The table of contents shall clearly identify the material by section and by page number. The table of contents should follow this order:

- Introduction Letter signed by an authorized agent of the business/corporation with proof of authorization from the business/corporation (Introduction to the Technical Proposal)
- Firm Qualifications Requirements
- Firm History and Background
- General Information about the Offeror’s organization
- Identification whether the firm is the prime Offeror or subcontractor on this project
- Date established
- Corporate Office Location
- Licenses & Certifications
- Documentation from the appropriate state’s agency confirming firm’s legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.).

- Federal Identification Number of firm.
- Ownership interests
- Active Business venues (counties, states, etc.)
- Present status and projected direction of business
- Number of technical and service staff available to support installation, training, documentation, and maintenance efforts
- Firm Required Financial Information
- All respondents shall supply their most recent financial statement, preferably a certified audit of the last available fiscal year, or their most recent tax return and balance sheet. Bank references, Dun and Bradstreet report (if available).
- Customer References
- Please provide at least three (3) school district references with a student enrollment of 20,000 students or more or other relevant industry references for the services proposed.
- On-going Team Organization Chart/Structure
 - The organization chart should include the Offeror's and ***Uncommon's provided resources*** to provide Uncommon an understanding as to how the Offeror envisions utilizing its and Uncommon Schools' resources.

7.6 Executive Summary (Section 1)

The executive summary shall summarize the contents of the technical Proposal in a way that gives readers a broad understanding of the entire Proposal.

7.7 RFP Response Forms (Section 2)

The Functional Requirements Response Form, Appendix A and/or Appendix C as appropriate for the services proposed, shall be completed and included with the Proposal.

7.8 Technical Proposal (Section 3)

The technical Proposal shall be organized into the Table of Contents as outlined below. **Offerors should reference Section 3 of this RFP for an explanation of the contents of each section.**

Attachments

Should any form not have sufficient space, Offerors may add attachments in the same format provided herein. Notwithstanding any omissions or unspecified items in this RFP, the Offeror is required to include all services necessary for the successful operation. It is incumbent upon the Offeror to point out any such omissions or unspecified items and to include their costs, if any, on the appropriate cost forms. An attachment to that cost form, describing the items, must accompany the Offeror's response.

7.9 Enterprise Managed Services Total Cost Proposal Forms Instructions (separately)

Each major service area will have separate cost proposals. The cost proposal(s) are to be submitted separate from the RFP response. These service areas are described in Section 3.6.1 and 3.6.2. Specific technical requirements are also detailed in Appendix A and Appendix C. Cost proposals are shown in Appendix B and Appendix D. These appendices are for reference only. All cost proposals must be submitted in electronic form in the Excel file attachment - Attachment A.

All Offerors must describe the method (cost driver) used to determine the Monthly Recurring Charge (MRC). This description is to be included in the submitted cost proposal.

Complete the cost proposal(s) as follows:

1. Enter only into the yellow highlighted cells.
2. In these cells enter the MRC for the service.
 - a. The cost entered is the cost for ONE (1) month of service
 - b. The MRC will be multiplied by 12 to get the Extended Price
 - c. The MRC entered will be the rolled up cost for all of Uncommon Schools
 - i. For example, if the cost driver is \$1/device/month and Uncommon Schools has 5000 devices across all locations, then \$5000 would be entered into the cell.
3. Each cost proposal must be submitted electronically using the Excel file attachment - Attachment A.
4. Each cost proposal must **also** be printed, signed by an authorized signer, scanned to PDF format, and submitted to Uncommon Schools by the closing date/time of January 24th, 2020 @ 2:00 PM.

8. TERMS AND CONDITIONS

The following terms and conditions shall govern the submission of Proposals and any agreement resulting from this procurement. Vendors, by virtue of submission of a Proposal, acknowledge and accept these terms and conditions. Vendors shall note that the use in the specifications of any term or phrase typically associated with particular commercially available systems is coincidental and not intended to imply preference or bias toward that system.

Uncommon reserves the right to reject without further evaluation any RFP Proposal which deviates substantially from the stated terms and conditions, or which offers terms and conditions less favorable to Uncommon than those set forth in this section.

The RFP document, Offeror's submittal, and the listed Terms and Conditions are all considered to be part of the final agreement and contract with the selected vendor.

SELECTED TERMS AND CONDITIONS FROM THE MASTER SOFTWARE AND SERVICES AGREEMENT

8.1 Definitions

As used in this Agreement, the following terms have the following meanings:

"Access" means the ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource.

"Affiliate" means any entity controlled by, controlling, or under common control with, a party, where "control" means the possession of the power, directly or indirectly, to direct the management and policies of a party whether through the ownership of voting securities, contract or otherwise.

"Acquired Technology" means software {including object code, source code, and Documentation (including, without limitation, Source Code Documentation)}, hardware, firmware, or the combination of any of the foregoing in a computer system developed for Uncommon under this Agreement, and modifications of Contractor Software, other than Minor Modifications, developed for Uncommon under this Agreement.

"Business Day" means a day in which general business operations of Uncommon are conducted, whether or not schools are open, but shall not include any day in which the general business offices of Uncommon are closed. All other references to "days" refer to calendar days.

"Contractor Elements" means toolkits, compilers, and other basic components of Acquired Technology as to which the parties agree that Contractor or a third party shall retain ownership or that are non proprietary in nature and available through the public domain.

“Contractor Software” means software, including, without limitation, Acquired Technology, and Documentation for such software over which Contractor or a third party is to retain ownership, or that are non-proprietary in nature and available through the public domain.

“Change Order” shall mean a modification or clarification of the Project Documents that is duly adopted by the Parties in accordance with the Scope Management Process as set forth in the contract.

“Change Request” shall mean a request by a Party for a Change Order made in accordance with the Scope Management Process.

“Confidential Information” shall mean and include: 1) student records and reports that are confidential and exempt from disclosure under Federal and FL Statutes, 2) Uncommon employee personnel files that are confidential and exempt from disclosure under FL Statutes, and 3) any other information, record, or document that is confidential or subject to privacy protection as otherwise provided by law, including but not limited to Uncommon Schools’ and Contractor’s Proprietary Information.

“Commencement Date” shall mean contract signing date.

“Documentation” means all operator guides, operating procedures (including any special year-end procedures), user manuals, training aides, installation guides, functional and detailed specifications, and other technical documents with respect to a System Deliverable or any portion or component thereof.

“Effective Date” means the date of mutual Contract execution by the parties, representing the Contract start date.

“Fixed Price” means a pricing option which places responsibility on the Contractor for the delivery of any products and the complete performance of any services in accordance with the RFP at a price that is not subject to adjustment.

“Non-Appropriation” means if the current year budget and/or any subsequent years covered under the Agreement issued pursuant to this RFP does not appropriate sufficient funds for the program, the Agreement shall be of no further force and effect. In this event, Uncommon shall have no liability to pay any funds to the Contractor or furnish any other considerations under the Agreement, and the Contractor shall not be obligated to perform any provisions of this Agreement.

“Offeror” means an entity that submits a proposal in response to this RFP.

“Project Plan” means the Project Plan to be developed by the Parties pursuant to the Statement of Work outlining the schedule for performing the Services and Deliverables under the Agreement.

“Proposal” means as appropriate, either or both an Offeror’s Technical or Financial Proposal.

“Security or Security Measures” means the technology, policy and procedures that (a) protects and (b) controls access to networks, systems, and data.

“Service Level Agreement (SLA)” means measurable levels governing Contractor performance and establishing associated liquidated damages for failure to meet those performance standards.

“Services” means collectively the Development Services, Requirements Services, Support Services, and Training including, but not limited to, accurate and complete data conversion from the existing system, report development, and generation of forms and invoices.

“Uncommon” refers to Uncommon Schools, Inc.

“USI” refers to Uncommon Schools, Inc.

8.2 Products and Services to be provided by Contractor

8.2.1 General Scope

Contractor shall provide to Uncommon, on the terms and conditions set forth in this Contract, all products and services required as defined in the RFP #2019-12USI, other than the provision of hardware and Third Party Software expressly excluded under the terms of this Contract and the responsibilities expressly reserved to Uncommon as set forth in the Statement of Work. Without limiting the generality of the foregoing, Contractor shall provide all those Services and Deliverables as are set forth in the Statement of Work.

8.2.2 Option to Add Schools and Students

The current contract calls for the number of schools and students defined in Uncommon as of 2018-19. During the term of this Contract, Uncommon may construct, expand, or take responsibility for Additional Schools and Students and Contractor will provide the appropriate services at no additional cost. Uncommon Schools’ election to receive Services for additional schools shall not be treated as a Change Request (or Change Order or Work Order) and not subject to the Scope Management Process.

8.2.3 Order of Precedence

This Agreement, the Exhibits and Attachments attached hereto, the RFP and the RFP Addenda, the Proposal, and the Proposal Addenda are to be interpreted so that all of the provisions are given as full effect as possible. In the event of a conflict between these documents, the order of precedence shall be: first, the Agreement; second, any Exhibit or other attachment to the Agreement; third, the RFP Addenda; forth, the RFP; fifth, the Proposal Addenda; and sixth, the Proposal. Notwithstanding the foregoing, nothing contained in the RFP, RFP Addenda, Proposal, or Proposal Addenda shall be deemed to affect the Pricing Schedule or the “not to exceed” price (and shall in no event exceed any component of the price as shown on the Pricing Schedule) for the Services and Deliverable to be provided under the Agreement as set forth in the Pricing Schedule.

8.2.4 Standard of Care

Contractor shall perform all Services in accordance with industry best practices appropriate for services proposed.

8.2.5 Changes in Scope of Services

- A. Uncommon may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the respondent that the scope of the respondent's services has been changed, requiring changes to the amount of compensation to the respondent or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by Uncommon Representative and the respondent.
- B. If the respondent believes that any particular work is not within the scope of services of the contract, is a material change, or will otherwise require more compensation to the respondent, the respondent must immediately notify Uncommon Schools' Representative in writing of this belief. If Uncommon Schools' Representative believes that the particular work is within the scope of the contract as written, the respondent will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope. The respondent must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
- C. Uncommon reserves the right to negotiate with the awarded respondent(s) without completing the competitive RFP process for materials, products, and/or services similar in nature to those specified within this RFP for which requirements were not known when the RFP was released.

8.2.6 Modifications Due to Public Welfare or Change in Law

Uncommon shall have the power to make changes in the contract as the result of changes in law and/or rules of Uncommon to impose new rules and regulations on the respondent under the contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. Uncommon shall give the respondent notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations, and obligations, financial or otherwise, of the respondent. In the event any future change in Federal, State, or County law or rules of Uncommon materially alters the obligations of the respondent, or the benefits to Uncommon, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the respondent, then the respondent or Uncommon shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. Uncommon and respondent agree to enter into good faith negotiations regarding modifications to the contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the contract, Uncommon and the respondent shall negotiate in good faith a reasonable and appropriate adjustment for any changes in services or other obligations required of the respondent directly and demonstrably due to any modification in the contract under this clause.

8.3 Intellectual Property Rights and Confidential Information

8.3.1 Disclosure of Proposal Content

- A. All material submitted becomes the property of Uncommon and may be returned only at Uncommon Schools' option. Uncommon has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right.
- B. If a respondent submits Confidential Materials, the information **must be segregated**, accompanied by an executed Non-Disclosure Agreement for Confidential Materials and each pertinent page must be clearly labeled "confidential" or "trade secret." Uncommon will not disclose such Confidential Materials, subject to the conditions detailed within the Agreement, which is attached to this solicitation. When such segregated and labeled materials are received with an executed Agreement, Uncommon shall execute the Agreement and send the respondent a "Receipt for Trade Secret Information."

8.3.2 Security and Confidentiality

The successful respondent shall comply fully with all security procedures of Uncommon in performance of the Contract. The successful respondent or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of Uncommon. The successful respondent shall not be required to keep confidential information or material that is publicly available through no fault of the successful respondent, material that the successful respondent developed independently without relying on Uncommon Schools' confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the successful respondent shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

8.3.3 Rights in Data

Uncommon is and will remain the owner of all data provided to Contractor by Uncommon pursuant to this Contract. Contractor will not use such data for any purpose other than providing Services and support to customer under this Contract, nor will any part of such data be sold, assigned, leased or otherwise disclosed to third parties (other than authorized subcontractors for purposes of performance of the Services) or commercially exploited by or on behalf of Contractor. Contractor will not possess or assert any lien or other right against such data. Uncommon agrees not to provide or otherwise make the Licensed Software available in any form to any person, except in strict conformity with the licenses expressly granted under this Contract.

8.4 Warranties

Winning Offeror will be expected to warrant in the contract the following items:

8.4.1 Performance of Service

Consultant will warrant that qualified personnel will perform its Services in a competent and workmanlike manner utilizing reasonable care and skill in conformance with the specifications and descriptions contained in the Agreement.

8.4.2 Performance of Deliverables and Licensed Software

For a period of one (1) year from the Project Completion each Deliverable and all Licensed Software shall perform in accordance with all Specifications, Documentation, and any other criteria set forth in the Agreement.

8.4.3 Software Limitations

At the time of installation, no software comprising a Deliverable or licensed in the Agreement shall contain any virus, "Trojan horse," timer, clock, counter, or other limiting design, instruction, or routine that would erase data or programming or cause the software or any hardware or computer system to become inoperable or otherwise incapable of being used in the full manner for which it was designed and created (a "Software Limitation"). Contractor shall not include any such Software Limitation in any Maintenance Materials provided to Uncommon. Contractor also shall use all reasonable practices and security procedures necessary to avoid insertion of Software Limitations prior to installation of any Deliverable. Any Deliverable shall operate compatibly with major commercially available virus protection programs that Uncommon may use. Further, no Software Limitation shall be triggered by: 1) any Deliverable being used or copied a certain number of times or after the lapse of a certain period of time; 2) any Deliverable being installed on or moved to a central processing unit or system that has a serial number, model number, or other identification different from the central processing unit or system on which such Deliverable or licensed software originally was installed; or 3) the occurrence or lapse of any similar triggering factor or event.

8.4.4 Accuracy of Documentation

All Documentation shall be complete and describe the applicable Deliverable and components thereof accurately so as to enable a staff consisting of a reasonable number of information systems professionals with ordinary skills and experience to utilize the Deliverable for the purposes for which it is being acquired by or intended for use by Uncommon. All Source Code Documentation shall describe the Source Code and all components thereof accurately so as to enable computer programmers of ordinary skill and experience who are knowledgeable of the subject matter to utilize the Source Code to understand, support, modify, and otherwise use the software to which it relates.

8.4.5 Non-Infringement

No Deliverable shall violate or infringe upon the rights of any third party, including, without limitation, any patent rights, copyright rights, trademark rights, trade secret rights, or other proprietary rights of any kind. Lawful use by Uncommon Rights of the ERP/BIS Software in accordance with the Specifications does not require Uncommon to secure rights to use Platform Software or other Third-

Party Software (whether acquired through Contractor or through or from others) except for those specific items identified in the Statement of Work in the quantities and/or for the categories of users set forth in the Statement of Work.

8.4.6 Authority

Contractor has full power and authority to enter into this Contract and to perform hereunder and there under, and such entry and performance do not and shall make diligent effort including investigation and review to ensure any rights of any third party are not violated.

8.4.7 No Claims

There is no action, suit, proceeding, or material claim or investigation pending or threatened against it in any court or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, might adversely affect any Deliverable.

8.4.8 Title

Contractor has full title and right to license and deliver to Uncommon, all Deliverables, including without limitation, software owned by Contractor and Third-Party Software (other than Uncommon Supplied Software).

8.4.9 Assignment of Warranties

If under the Contract, Contractor procures goods or services for Uncommon; Contractor shall assign or otherwise transfer to Uncommon, or afford Uncommon the benefits of, any manufacturer, licensor, or other provider's warranty for such goods and/or services.

8.5 Other Obligations of Contractor; Insurance, Indemnities

8.5.1 Compliance with Laws and Regulations

The respondent shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work or which in any way affect the conduct of the work. Respondent shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. Respondent shall protect and indemnify Uncommon and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by respondent, its representatives, subcontractors, subconsultants, professional associates, agents, servants, or employees. Additionally, respondent shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the Federal Government, State of New York, or municipalities when legally required and maintain same in full force and effect during the term of the contract.

8.5.2 Contract/Respondent Relationship

Uncommon reserves the right to award one or more contracts to provide the required services as deemed to be in the best interest of Uncommon.

Any awarded respondent shall provide the services required herein strictly under a contractual relationship with Uncommon and is not, nor shall be, construed to be an agent or employee of Uncommon. As an independent respondent the awarded respondent shall pay any and all applicable taxes required by law and shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The respondent shall be responsible for all income tax, FICA, and any other withholdings from its employees or sub-respondent's wages or salaries. Benefits for same shall be the responsibility of the respondent including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and workers' and unemployment compensation.

The independent respondent shall hire, compensate, supervise, and terminate members of its work force and shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

The independent respondent shall not be provided special space, facilities, or equipment by Uncommon to perform any of the duties required by the contract nor shall Uncommon pay for any business, travel, or training expenses or any other contract performance expenses not specifically set forth in the specifications.

Prior to commencing work the successful respondent will be required to sign a written contract incorporating the specifications and terms of the Request for Proposal and the response thereto.

The independent respondent shall not be exclusively bound to Uncommon and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for Uncommon.

8.5.3 Staffing and Management

During the term of this Contract, Contractor shall not reassign or modify the operational authority of the management personnel listed in the Scope Management Process without the consent of Uncommon except 1) upon request by Uncommon; 2) as the result of the termination by Contractor of the employment of the affected person; or 3) upon reasonable request initiated by such affected person. Contractor shall furthermore refrain from reassigning or reallocating work if a reasonably foreseeable consequence of such reassignment or reallocation would be to require the repetition of work or delay in the completion of the delivery of any Deliverable. Notwithstanding the foregoing, upon request by Uncommon for a change in such management personnel, Contractor shall use commercially reasonable efforts to remove and replace such individual Contractor personnel assigned to the Project in a timely fashion.

8.5.4 Use of Contractors

Prior to subcontracting any portion of the Services, Contractor shall notify Uncommon of the proposed subcontract and proposed subcontractor, including without limitation any legal entity and/or any individual not in the exclusive employ of Contractor who would be involved in any manner in the Services. The notice should provide background information with respect to the proposed subcontractor that is appropriate to the nature and scope of the subcontractor's activities. In the event Uncommon objects to such subcontractor, Contractor shall not use such subcontractor in connection with such work. No subcontractors have yet been approved by Uncommon as of the execution of this Contract. No subcontracting or other arrangement shall release Contractor from its responsibility for its obligations under this Contract. No subcontractor may be engaged unless such subcontractor and each of its employees providing services on the relevant engagement certifies in writing such qualifications as are required by Uncommon for contractors generally, and agrees in writing to guard the confidentiality of Proprietary Information of Uncommon to the same standard of care as binds Contractor under this Contract, and agrees in writing, prior to commencing work, that all work is a "work for hire" under the Copyright Laws of the United States and that in the event that such work is not eligible for treatment as such a work for hire, such subcontractor presently, prospectively, and irrevocably assigns any copyrights in such work to Contractor. Use of such contractors shall also be conditioned on contractors' compliance with any insurance requirements otherwise applicable to Contractor, except that the applicable limit shall be \$2,000,000, combined limit. Uncommon may require delivery of reasonable evidence of compliance as a condition of consent.

8.5.5 Financial Reporting; Audit and Inspection of Records

The respondent shall maintain such financial records and other records as may be prescribed by Uncommon or by applicable federal and state laws, rules, and regulations. The respondent shall retain these records for a period of five (5) years after final payment or until they are audited by Uncommon, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by Uncommon, its designees, or other entities authorized by law.

8.5.6 Indemnity

The respondent shall indemnify, hold harmless, and defend Uncommon, its officers, agents, and employees from or on account of any claims, losses, expenses, injuries, damages, or liability resulting or arising solely from the respondent's performance or nonperformance of services pursuant to this contract, excluding any claims, losses, expenses, injuries, damage, or liability resulting or arising from the actions of Uncommon, its officers, agents, or employees. The indemnification shall obligate the respondent to defend, at its own expense or to provide for such defense, at Uncommon Schools' option, any and all claims and suits brought against Uncommon that may result from the respondent's performance or nonperformance of services pursuant to the contract.

8.5.7 Use Disruption

If a third-party intellectual property claim causes the use of any Deliverable, any Documentation, or any component or part thereof to be seriously endangered or disrupted, Contractor shall, at the option of Uncommon, 1) replace the same without additional charge, by compatible, functionally equivalent, and non-infringing product(s); 2) modify such Deliverable, Documentation, or component or part, to avoid the claim or infringement and retain all functionality; 3) obtain license(s) for Uncommon to continue use of such Deliverable, Documentation, or component or part, and pay any additional fee required for such license(s). Nothing in this section shall relieve Contractor from any obligation to deliver all material functions of the ERP/BIS as required by the Project Documents.

8.5.8 General Insurance Requirements

Each respondent shall include in their submittal proof of insurance capabilities, including but not limited to, the following requirements:

A. Workers' Compensation – As required by New York, New Jersey, or Massachusetts law as appropriate. The Workers' Compensation policy shall state that it cannot be canceled or materially changed without first giving thirty (30) days prior notice thereof in writing to Uncommon. Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall supply a copy of said notice.

Incorporated or unincorporated firms with less than four employees shall be required to sign a Hold Harmless Agreement relieving Uncommon of liability in the event they and/or their employees are injured while providing goods and/or services to Uncommon.

Incorporated or unincorporated firms with four or more employees shall be required to provide a copy of their "Notice of Election to be Exempt," along with valid proof of coverage for non-exempt employees.

The waiver mentioned above is included as an attachment to this bid. Waivers shall be returned with the bid Proposal as detailed in the Submittal Requirements.

- A. Commercial General Liability Insurance
 - 1. Each occurrence
 - (a) One Million Dollars (\$1,000,000)
 - 2. Aggregate
 - (b) Two Million Dollars (\$2,000,000)
- B. Errors and Omissions Insurance
 - 1. Each occurrence
 - (a) One Million Dollars (\$1,000,000) with a deductible not to exceed \$25,000
 - 2. Aggregate
 - (b) Four Million Dollars (\$4,000,000)

The respondent shall carry Property Damage and Public Liability Insurance in the minimum amounts listed above, and Worker's Compensation and Employer's Liability Insurance in statutory amounts. All

insurance policies shall be issued by insurers licensed to do business in the states of New York, New Jersey, and Massachusetts and any insuring company is required to have a minimum rating of B, Class VIII in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

The Respondent shall maintain in force for the duration of this Agreement a Technology Errors and Omissions/Cyber Liability policy including without limitation, software errors and omissions, unauthorized access, unauthorized use, virus transmission, denial of service, personal injury, advertising injury, failure to protect privacy, and intellectual property infringement covering the liability of the Respondent and the liability of Uncommon arising out of the acts of the Respondent as respects to the design and development of the systems used to operate and maintain the service with a minimum limit of One Million (\$1,000,000.00) Dollars each occurrence and Four Million (\$4,000,000.00) aggregate.

If coverage as required is written on a claims-made basis, the Respondent warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 4 years beginning from the time that work under the Agreement is completed. The respondent shall either cover any subcontractors on its policy or require the subcontractor to obtain coverage to meet these requirements and file appropriate forms with Uncommon.

Certificate of Insurance: A certificate of insurance indicating that the respondent has coverage in accordance with the requirements herein set forth shall be furnished by the respondent to Uncommon Representative prior to the execution of the contract and annually upon renewal thereafter.

Respondent agrees that Uncommon will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance have been provided to Uncommon Representative.

Respondent agrees that the insurer shall waive its rights of subrogation, if any, against Uncommon.

These shall be completed by the authorized Resident Agent and returned to Uncommon Schools. This certificate shall be dated and show:

- (1) The name of the insured respondent, the specified job by name, name of the insurer, the number of the policy, its effective date, and its termination date.
- (2) Statement that the Insurer will mail notice to Uncommon at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- (3) Uncommon shall be named as an additional insured on General Liability Insurance as evidenced by the endorsement.
- (4) Uncommon shall receive extended reporting coverage, errors and omissions, and liability insurance, and the extended reporting period shall be a period of four (4) years. All policies of insurance, certificates, and terms and conditions of the insurance are subject to review by the Uncommon Schools or designee, and all such policies shall be consistent with the requirements of this Proposal and will also be subject to determination by the Risk Manager, as acceptable to the Uncommon.

If the Uncommon Schools determines that any form or coverage provision is commercially unreasonable or inconsistent with the requirements of this Proposal, then the Offeror shall obtain revised coverage terms or revised forms, as the case may be, that will be in conformance with the requirements of this Proposal as determined by the Uncommon Schools.

Loss Deductible Clause: Uncommon shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the respondent and/or subcontractor providing such insurance.

8.5.9 Damage to Property

Contractor shall be responsible and liable for all damage to the property of Uncommon which is caused by Contractor, sub-contractors, or their respective employees, during the term of this Contract and shall, at its own expense, repair and/or replace all damaged property to its original condition.

8.5.10 Errors and Omissions

Contractor shall maintain the following insurance coverage, at its sole expense, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this Contract or either party's use of any Deliverable or any component or part thereof: 1) comprehensive general liability coverage; 2) errors and omissions insurance which covers professional errors and omissions of Contractor and all professionals who are employees of Contractor and are engaged to furnish professional services in connection with the services hereunder. Coverage under each policy will be a minimum of One Million Dollars (\$1,000,000) for each instance and four Million Dollars (\$4,000,000) in the aggregate. Each policy shall be issued by a reputable insurance company qualified to do business in New York. Upon Uncommon Schools' request, Contractor shall ensure that the general liability policy shall name Uncommon, any agency or instrumentality for which Uncommon provides or manages educational services, the members of the Board of Education, and its officers, employees, agents, and attorneys, as additional insureds. Contractor shall provide Uncommon with evidence of compliance with Contractor's obligations under this Section. In the case of failure to furnish such evidence or upon cancellation of any required insurance, Uncommon may declare a breach of this Contract or may withhold all future payments until Contractor complies with this requirement or may purchase such coverage and offset the cost against any amounts otherwise due to Contractor. Contractor shall provide thirty (30) days prior written notice to Uncommon of any impending cancellation or termination of such insurance.

8.5.11 Claim Notice

The respondent shall immediately report in writing to Uncommon Schools' designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The respondent agrees to cooperate with Uncommon in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume of claims experience relating to all respondent operations at Uncommon project site.

8.6 Financial Matters

8.6.1 Fixed Fee Contract

Contractor will provide all Services, as defined in the RFP. All travel and related expenses are included in the fixed fee portion of the contract as defined in Appendix B, Cost Forms of Uncommon Schools' RFP # 2019-12USI.

8.6.2 Contract Modifications

After award, any and all modifications to this contract shall be mutually agreed to by both parties, in writing, in the form of a contract amendment and approved by Uncommon and authorized representative of the Contractor.

8.6.3 Reduction of Scope

Uncommon may determine to eliminate certain features of the Services or Deliverables from the scope of the Project. In such event, the parties shall negotiate in good faith as to an equitable reduction in the applicable prices set forth in the Pricing Schedule.

8.6.4 Most Favorable Customer

Contractor agrees to treat Uncommon as its most favored customer. Contractor represents that all of the fees and prices, warranties, benefits, and other terms being provided to Uncommon under this Contract are equivalent to or better than the fees and prices, warranties, benefits, and other terms being offered by Contractor to any other customer for similar services under similar circumstances of similar size in student Full Time Equivalency.

8.6.5 Suspension of Payments

In the event that any Critical Deliverable shall not be delivered or accepted on or before the applicable dates specified for such Critical Deliverable, all payment for Deliverables to be delivered subsequent to such delayed deliverable shall be suspended until the acceptance of all Critical Deliverables which have not been timely delivered or accepted. In no event shall the suspension of a payment under this paragraph relieve Contractor from any other date for delivery or acceptance.

8.6.6 Taxes

Uncommon Schools is exempt from State and Local Tax per New York State Exemption Organization Number EX-238291. Vendors or Contractors doing business with Uncommon Schools shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with Uncommon, nor shall any Vendor/Contractor be authorized to use Uncommon Schools' Tax Exemption Number in securing such materials.

8.6.7 Allowance for Suspension or Delay Caused by Uncommon

Uncommon Schools' Authorized Representative may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interest of Uncommon to do so. Uncommon Schools' Authorized Representative shall provide the successful respondent written notice outlining the particulars of suspension, including the length of time the contract shall be suspended (i.e.: 90 days). Examples of the reason for suspension include, but are not limited to; budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the successful respondent shall comply with the notice and shall not accept any purchase orders during the specified time of suspension. Within ninety days, or any longer period agreed to by the successful respondent, Uncommon Schools' Authorized Representative shall either 1) issue a notice authorizing resumption of work, at which time activity shall resume; or 2) terminate the Contract. Suspension of work shall not entitle the Vendor/Respondent to any additional compensation.

8.7 Formalities; Term and Termination

8.7.1 Approval by Uncommon

This Contract shall be effective upon its signature by Uncommon representation in accordance with applicable law and Uncommon policies and procedures. Each fiscal year thereafter, it is expected that Uncommon will consider for allocation the amount set forth in the Pricing Schedule for the respective year of the term of this Contract ("Fiscal Allocation"). Nothing herein, however, shall be construed so as to require Uncommon to allocate any sums on this Contract beyond the Initial Allocation.

8.7.2 Initial Term

The term of this Contract shall commence on the date of its approval by Uncommon and shall continue thereafter for a period of Sixty (60) months, unless sooner terminated in accordance with this Contract. Notwithstanding the foregoing, the terms and conditions applicable to maintenance services shall continue thereafter until the expiration of the year on account of which maintenance services shall have been paid.

8.7.3 Termination for Funding Restriction

- A. It is necessary that fiscal funding out provisions be included in all Proposals in which the terms are for periods longer than one (1) year.
- B. Therefore, the following funding out provisions is an integral part of this Proposal and must be agreed to by all Offerors:

Uncommon may, during the contract period, terminate or discontinue the services covered in this Proposal at the end of Uncommon Schools' then current fiscal year upon ninety (90) days prior written notice to the successful Offeror.

Such written notice will state:

- a. That the lack of appropriated funds is the reason for termination, and

- b. "This written notification will thereafter release Uncommon of all further obligations in anyway related to the services covered herein."
- c. The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out."

8.7.4 Termination for Convenience

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever Uncommon representative shall determine that such termination is in the best interest of Uncommon. Any such termination shall be affected by the delivery to the respondent of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, respondent shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date, and Uncommon shall have no other obligations to respondent. Respondent shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

8.7.5 Right to Require Performance

- A. The failure of Uncommon at any time to require performance by the respondent of any provision hereof shall in no way affect the right of Uncommon thereafter to enforce same, nor shall waiver by Uncommon of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- B. In the event of failure of the respondent to deliver services in accordance with the contract terms and conditions, Uncommon, after due written notice, may procure the services from other sources and hold the respondent responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that Uncommon may have.

8.7.6 Termination for Default

Uncommon Schools' Contract Administrator shall notify, in writing, the respondent of deficiencies or default in the performance of its duties under the Contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at Uncommon Schools' discretion whether to exercise the right to terminate. Respondent shall not be found in default for events arising due to acts of God.

8.7.7 Material Breach

For the purposes of the foregoing provision "material breach" shall mean the failure of Contractor to perform any material obligation, including without limitation, the following:

Failure to Deliver a Critical Deliverable within the notice period specified for a notice of Failure to Progress.

Chronic failures to deliver Deliverables on a timely basis, without such failures being materially caused by fault of Uncommon, a third party over which Contractor does not have the legal right to control, or an event of Force Majeure.

Breach of any warranty given pursuant to 8.4 Warranties, which breach materially affects the ability of Uncommon to deploy and/or use the ERP/BIS.

8.7.8 Termination for Nonpayment

If Uncommon fails to pay Contractor when due any charges under the Contract within ninety (90) days after presentation of an invoice and fails to make such payment within thirty (30) days of notice from Contractor of the failure to make such payment, then Contractor may terminate this Contract without further notice, provided, however, that such termination shall not relieve Uncommon of its payment obligations to Contractor for services rendered and reimbursable expenses incurred through the effective date of the termination. Source Code and Documentation must be returned in 30 days.

8.7.9 Termination for Bankruptcy

This Contract may be terminated by either party, without notice, in the event that either Party shall have ceased business, become the subject of an order for relief or insolvent under applicable bankruptcy laws, or made an assignment for the benefit of creditors. (Source Code and Documentation will be transferred to Uncommon for complete ownership).

8.7.10 Payment on Termination

In the event that Uncommon terminates this Contract or any portion thereof prior to its expiration on any basis other than for Contractor's material breach or Failure to Progress, Uncommon shall pay Contractor for all Deliverables delivered prior to the effective date of termination and for partially completed Deliverables on a percentage completion basis. In the case of a termination for Failure to Progress, Uncommon shall continue to be liable for Services not terminated, but shall not be liable for any amounts related to partial completion of Deliverables associated with the Critical Deliverable in question. In the case of a termination for material breach by Contractor, Uncommon shall not be liable for any payments on account of Deliverables not delivered as of the effective date of such termination. In no event shall Uncommon be liable for any future payments, lost profits, costs, or expenses of Contractor, incurred with respect to Services not actually performed.

8.7.11 Transition on Termination

In the event of a termination of this Contract, except as otherwise provided, Uncommon shall nonetheless continue to have all rights to use and maintain for its own benefit any and all Deliverables already in Production or completed and delivered as if no termination had taken place, subject to payment for such Deliverables. The right to use the services nonetheless shall be subject to full payment of license fees as set forth in the Pricing Schedule. In the case of termination by Uncommon for breach

by Contractor or for Failure to Progress, Contractor shall provide those certain transition services identified in the Statement of Work, subject to payment at the time and materials rates set forth in the Pricing Schedule, and shall promptly assign to Uncommon all of Contractor's rights to use Platform Software, which rights were acquired by Contractor primarily for the ability to provide the Services to Uncommon under this Contract, upon payment by Uncommon of any amounts set forth in the Pricing Schedule on account of such Platform Software. In the event of a termination for material breach or for Failure to Progress, Uncommon may thereafter engage such contractor or contractors as it determines in its sole discretion to provide any of the Services not yet provided by Contractor to Uncommon or any other services Uncommon determines in its sole discretion to be necessary or convenient to the development, maintenance, and operation of the ERP/BIS, subject to compliance with provisions of this Contract relating to the use of contractors to service the Licensed Software.

8.7.12 Force Majeure

Uncommon and the respondent will exercise every reasonable effort to meet their respective obligations as outlined in this RFP and the ensuing contract, but shall not be liable for delays resulting from Force Majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of God, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems, and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

Neither party shall be liable for any delay or failure to perform, to the extent caused by a Force Majeure Event. Upon occurrence of a Force Majeure Event, the non-performing Party shall be excused from any further performance or observance of the affected obligation(s) for as long as, and to the extent that the Force Majeure Event continues and the non-performing Party 1) continues to perform to the extent practicable; 2) takes commercially reasonable measures to mitigate the effects of the Force Majeure Event; and 3) uses commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party whose performance is affected by a Force Majeure Event will immediately notify the other Party by telephone (to be confirmed in writing within two (2) business days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay.

8.8 Dispute Resolution and Remedies

8.8.1 Designated Representatives

All disputes, claims or controversies arising out of or relating to the validity, interpretation, performance, termination, breach, threatened breach of this Contract, or any Failure to Progress ("Dispute(s)") shall initially be referred by the Party raising the Dispute to the Uncommon's Representative and the designated representative for the contractor. If the designated representatives are unable through good faith discussions to resolve the Dispute within ten (10) Business Days after receiving written notice of the Dispute, the Dispute shall be submitted to the Senior Executives.

8.8.2 Senior Executives Resolution

If the Project Managers are unable to resolve the Dispute within ten (10) Business Days after submission by either or both Project Managers, the Dispute shall be referred to the Senior Executives. Each Project Manager will, within ten (10) business days after referral, provide to both of the Senior Executives a Dispute Statement describing in detail the substance of the Dispute and the Parties' respective positions, and supported by such documentation as may be appropriate to acquaint the Senior Executives with the issues. The Dispute Statements will not limit either Party's right to identify additional relevant issues at any time, or waive, prejudice or limit either Party's rights or remedies with respect to any issues. Dispute Statements will be provided without prejudice to the providing Party for settlement purposes, and shall not be admitted in evidence or otherwise used or referred to in litigation. For the purpose of this provision, the Senior Executives shall be the Superintendent for Uncommon and the President for Contractor. Either party may re-designate its Senior Executive from time to time during the term of this Contract by thirty (30) days' notice to the other party, provided that once a dispute resolution procedure shall be commenced under this section, neither party may re-designate its Senior Executive without the consent of the other party as long as such Senior Executive remains in the employ of the respective party.

8.8.3 Mediation

Within ten (10) business days after delivery of the Dispute Statements, the Senior Executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. If the Senior Executives are unable to resolve the Dispute within twenty (20) business days of receipt of the Dispute Statements, the parties may pursue all claims based upon such Dispute as otherwise provided by law.

8.8.4 Continued Access

The parties agree as follows with respect to any Dispute or disagreement concerning the Licensed Software or component thereof or any of the transactions arising out of or contemplated by this Contract: during such Dispute or disagreement under this Contract or any proceeding to resolve such Dispute, pending final resolution of such Dispute or disagreement, Contractor shall not interfere with the access or use by Uncommon of the Licensed Software. In addition, the Parties expressly agree that if any Dispute or disagreement arises with respect to the performance of any of either Party's obligations which would otherwise delay the schedule for either Party's performance of any of its subsequent obligations, to the extent technically and operationally feasible, each Party shall proceed to the performance of such subsequent obligations according to the existing schedule as if such Dispute or disagreement were non-existent, but shall be entitled to reimbursement or relief for delay as set forth in this Contract.

8.8.5 Applicable Law

All legal proceedings brought in connection with this Contract shall only be brought in a state or federal court located in the State of New York. Each party hereby agrees to submit to the personal jurisdiction

of these courts for any lawsuits filed there against such party arising under or in connection with this Contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

All questions concerning the validity, operation, interpretation, construction, and enforcement of any terms, covenants, or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of New York without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

8.8.6 No Consequential Damages

Neither party shall be liable for any indirect, exemplary, special, or consequential damages arising out of this agreement.

8.8.7 Limitation on Liability

The liability of Uncommon to Contractor from all causes, except for Uncommon Schools' gross negligence or willful misconduct relating to its obligations under this Contract or the intentional unauthorized use or disclosure of confidential information, shall not exceed the amount of the Fiscal allocation for the fiscal year then in process, less any amount that have theretofore been paid to Contractor out of such Fiscal Allocation. The liability of Contractor to Uncommon from all causes shall not exceed the previous 365 days of payments. Contractor shall have no liability for any claim of copyright or patent infringement based upon the use of other than a current unaltered Release of the alleged infringing item or items if such infringement would have been avoided by the use of the current unaltered release of such item or items, or upon combination of the item with programs or data not supplied or specified by Contractor if such infringement would have been avoided by the use or combination of the unaltered item with any other programs or data in order to perform the specified functions.

8.9 Miscellaneous Provisions

8.9.1 Advertising

The successful respondent shall not publicly disseminate any information concerning the Contract without prior written approval from Uncommon, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying Uncommon, Individual Departments, Uncommon Personnel, as a reference, or otherwise linking the Customer's name and either a description of the Contract or the name of Uncommon, its departments, or employees, in any material published, either in print or electronically, to any entity that is not a party to the Contract, except potential or actual authorized subcontractors, distributors, dealers, resellers, or service representatives.

8.9.2 Solicitation of Employees

During the term of this Contract and for a period of one (1) year thereafter, neither Party shall solicit any employee of the other to work for such Party, provided that nothing herein shall preclude a Party from hiring an employee of the other Party who has responded to general advertising or general employment programs solicitation of such Party.

8.9.3 Entire Contract

This Contract, including its Exhibits and Schedules and the documents incorporated by reference herein, constitutes the sole and entire understanding and agreement of the parties with respect to its subject matter, and supersedes and replaces all prior agreements, representations, and understanding of the parties.

8.9.4 Amendment

- A. The contents of this RFP and all provisions of the successful Proposal deemed pertinent by Uncommon may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, will be issued. The attached draft contract is Uncommon Schools' standard contract and may be revised subject to negotiation between Uncommon and the respondent. Content of the final contract may contain changes from Uncommon Schools' perspective as a result of the RFP process and submittal(s) received. The final negotiated contract shall include the scope of services as outlined in Section 3 of the RFP along with the successful respondent's submittal. Uncommon contracts are subject to review by Uncommon or designee for determination of legal form and substantive sufficiency.
- B. Uncommon is the sole Contracting Officer and only they or their designee is authorized to make changes to any contract. Uncommon shall be responsible for only those orders placed by Uncommon on an authorized signed Purchase Order or Price Agreement. Uncommon shall not be responsible for any order, change substitution, or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement, or change order, the respondent should promptly contact Uncommon.

8.9.5 Severability

In the event that any portion of this Contract shall be deemed unenforceable by any dispute resolution tribunal, the remainder of the Contract shall remain in full force and effect.

8.9.6 Assignment

The Bidder shall not sell, assign or transfer any of its rights, duties, or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of Uncommon. In the event of any assignment, the Bidder remains secondarily liable for the performance of the Contract, unless Uncommon expressly waives such secondary liability. Uncommon may assign the Contract with prior written notice to Bidder of its intent to do so. For the purpose of this Contract, "assignment" means any voluntary, involuntary, direct, or indirect assignment, sale, or other transfer by

Bidder or its owner(s), of any interest in this Agreement, more than ten percent (10%) of the ownership interest in Bidder, or one of a series of transfers that in the aggregate constitute the transfer of more than ten percent (10%) of the ownership interest in Bidder. The term includes, without limitation: 1) transfer of ownership of capital stock or any partnership interest; 2) merger, consolidation, or issuance of additional securities representing more than ten percent (10%) of the ownership interest in Bidder; 3) sale of common stock of Bidder pursuant to a private placement or registered public offering, which transfers more than ten percent (10%) of the ownership interest in Bidder; 4) transfer of any interest in Bidder in a divorce proceeding or otherwise by operation of law; or 5) transfer of more than ten percent (10%) of the ownership interest in Bidder in the event of the death of an owner, by will, declaration of or transfer in trust, or under the laws of intestate succession.

8.9.7 Headings and Captions

The captions and headings used in this document are for convenience of reading only and are not to be used in the interpretation or construction of this Contract.

8.9.8 Reasonable Behavior

The parties shall deal with one another in good faith. Whenever this agreement requires or contemplates any action, decision, consent or approval, the parties shall act reasonably and in good faith (unless the parties have expressly agreed in writing to some other discretionary standard) and may not unreasonably withhold or delay any such action, decision, consent, or approval.

8.9.9 No Third-Party Beneficiaries

Nothing herein contained is intended to constitute any person a third-party beneficiary under this agreement or to create any obligation on the part of either party to any person who is not a party to this Contract.

8.9.10 No Partnership or Agency

Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between Uncommon and Contractor. Contractor shall provide all Services under this Agreement as an independent contractor, and neither Party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the Parties or any Affiliates of the Parties or between Uncommon and any individual assigned by Contractor to perform any Services for Uncommon. If Uncommon is held to be a partner, joint venture, co-principal, employer, or co-employer of Contractor, Contractor shall indemnify and hold harmless Uncommon from and against any and all claims for loss, liability, or damages arising there from, as well as any expenses, costs, taxes, penalties, and interest charges incurred by Uncommon as a result thereof.

8.10 Post Award

Following the selection and signing of a contract, Purchasing will notify those Offeror whose Proposals are not selected and of the name of the selected Offeror. Please keep in mind that it may take up to two (2) months to award this contract.

8.11 Proposal Binding for One-hundred-twenty (120) Days

Offeror agrees that this Proposal shall be good and may not be withdrawn for a period of one-hundred-twenty (120) calendar days after the scheduled closing time for this RFP.

8.12 Proprietary Information/Disclosure

A statement by the Offeror that the entire Proposal is proprietary and/or a statement that Offeror pricing/costs are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further evaluation and award.

References may be made within the body of the Proposal to proprietary information; however, all information contained within the body of the Proposal not under separate cover and labeled proprietary, shall be public information in accordance with state statutes.

In the event of a records request on these Proposals, at its discretion, Uncommon may allow time for Offeror's to pursue legal relief from disclosure it deems damaging. Uncommon will follow New York State law regarding Public Records and will not negotiate relief from disclosure on behalf of any bidder.

8.13 Permits and Licenses

The Contractor shall be responsible for obtaining and paying the cost of all permits, consents and authorizations as may be required to perform its obligation. All applicable licensing requirements are to be in compliance with any and all rules of Uncommon Schools, New York.

8.14 Copyright/Patent Indemnity

The Contractor shall pay all royalty and license fees relating to the items covered by this contract. In the event any third party shall claim that the manufacture, use and sale of the goods supplied under this contract constitute an infringement of any copyright, trademark or patent, the Contractor shall indemnify Uncommon and hold Uncommon harmless from any cost, expense, damage or loss incurred in any manner by Uncommon on account of any such alleged or actual infringement.

8.15 Ownership of Acquired Technology

Contractor shall own all title, patents, patent rights, copyrights, copyright rights, mask work rights, trade secret rights, and other intellectual property rights anywhere in the world (collectively “Rights”) in and to Acquired Technology.

8.16 Contract

Uncommon will prepare and negotiate a contract with the selected Contractor.

Uncommon reserves the right to modify the contract to be consistent with the successful offer and to negotiate with the successful Offeror other modifications, provided that no such modifications affect the evaluation criteria set forth herein, or give the successful Offeror a competitive advantage.

The Contractor shall notify Uncommon in writing if sub-contractors will be used. The Contractor shall list that part of the work the sub-contractor is to furnish or perform and assume complete responsibility for such sub-contractor’s portion.

8.17 Employee Requirements

Respondent acknowledges and understands that the goods or services contemplated by this contract/agreement that are delivered to or performed on school grounds, which may at various times be occupied by students, teachers, parents, and school administrators. Accordingly, in order to secure the school, projects, students and staff, and otherwise comply with applicable law, the respondent (awarded firm) agrees to the following provisions and agrees that the failure of the respondent to comply with any of these provisions may result in the termination of this contract by Uncommon:

- A. Unauthorized Aliens. Uncommon considers the employment of unauthorized aliens by the awarded firm, or any of awarded firm’s sub-contracted firms, a violation of the Immigration and Naturalization Act. The awarded firm shall certify that no unauthorized aliens are working on the project site at any time. If it is determined that an unauthorized alien is working on the project, the awarded firm shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.
- B. Possession of Firearms. Possession of firearms will not be tolerated on Uncommon property. No person, who has a firearm in their vehicle, may park their vehicle on Uncommon Schools’ property. Furthermore, no person may possess or bring a firearm on Uncommon property. If any employee/independent Awarded Firm of the awarded vendor, or any of its sub-Awarded Firms, is found to have brought a firearm(s) on to Uncommon Schools’ property, said employee/independent Awarded Firm shall be immediately removed and terminated from the project by the awarded vendor. If sub-Awarded Firm fails to terminate said employee/independent Awarded Firm, the awarded vendor shall terminate its agreement with the sub-Awarded Firm. If the awarded vendor fails to terminate said employee/independent Awarded Firm or fails to terminate the agreement with sub-Awarded Firm who fails to terminate

said employee/independent Awarded Firm, Uncommon may terminate this Agreement.

“Firearm” means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

- C. Criminal Acts. Employment on the project by the awarded vendor, or any of its sub-Awarded Firms, of any employee, or independent Awarded Firm, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the awarded vendor agrees to take all steps necessary to remove such person from the project. Uncommon shall have the right to terminate this Agreement if the awarded vendor does not comply with this provision.
- D. Possession/Use/Under the Influence of Mind-Altering Substances. Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, New York Statutes, by the awarded vendor’s employee/independent Awarded Firm or its sub-Awarded Firms’ employees/independent Awarded Firms, will not be tolerated on Uncommon Schools’ property. If any employee/independent Awarded Firm is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on Uncommon Schools’ property, said employee/independent Awarded Firm shall be removed and terminated from the project by the awarded vendor. If a sub-Awarded Firm fails to terminate said employee/independent Awarded Firm, the agreement with the sub-Awarded Firm for the project shall be terminated by the awarded vendor. If the awarded vendor fails to terminate said employee/independent Awarded Firm or fails to terminate the agreement with the sub-Awarded Firm or fails to terminate the agreement with the sub-Awarded Firm who fails to terminate said employee/independent Awarded Firm, Uncommon may terminate this Agreement.

8.18 Tobacco on School Premises

Uncommon is a Tobacco free. Tobacco and tobacco products are prohibited on any of Uncommon properties.

8.19 Affirmative Action Contract Compliance Statement

Respondent’s Personnel

The respondent shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.

The respondent certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

During the performance of the contract, the respondent agrees to the following:

The respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the respondent. The respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The respondent, in all solicitations or advertisements for employees placed by or on behalf of the respondent, shall state that such respondent is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The respondent shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each respondent.

The respondent and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.

Any information concerning Uncommon, its products, services, personnel, policies, or any other aspect of its business learned by the respondent or personnel furnished by the respondent in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the respondent or any employee or agents of the respondent or personnel furnished by the respondent, without the prior written consent of Uncommon.

8.20 Indemnification

The respondent shall indemnify, hold harmless, and defend Uncommon, its officers, agents, and employees from or on account of any claims, losses, expenses, injuries, damages, or liability resulting or arising solely from the respondent's performance or nonperformance of services pursuant to this contract, excluding any claims, losses, expenses, injuries, damage, or liability resulting or arising from the actions of Uncommon, its officers, agents, or employees. The indemnification shall obligate the respondent to defend, at its own expense or to provide for such defense, at Uncommon Schools' option, any and all claims and suits brought against Uncommon that may result from the respondent's performance or nonperformance of services pursuant to the contract.

8.21 Compliance with Laws and Regulations

The respondent shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Respondent shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. Respondent shall protect and indemnify Uncommon and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law,

ordinance, rule, regulation, order, or decree caused or committed by respondent, its representatives, subcontractors, subconsultants, professional associates, agents, servants, or employees. Additionally, respondent shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the Federal Government, State of New York, or municipalities when legally required and maintain same in full force and effect during the term of the contract.

8.22 Non-Discrimination

Uncommon is an equal opportunity and affirmative action employer under state and federal laws and regulations including Title IX, 1972, Education Amendments. By entering this agreement, the Bidder assures Uncommon that the Bidder complies with all federal, state, and local laws pertaining to discrimination on the basis of race, creed, color, national origin, sex, age, or physical or mental disability.

RFP COVER SHEET**Uncommon Schools
REQUEST FOR PROPOSALS**

Proposal Number: RFP # 2019-12USI
Proposal Title: Uncommon Schools Managed Services RFP
Due Date: January 24, 2020
Prior to: 2 p.m.

PLEASE NOTE: Late bids/Proposals WILL NOT be accepted.

Email complete Proposal package in both MS Word and PDF formats. Appendix A and/or Appendix C (as appropriate for services proposed) must be saved in MS Excel format. Cost proposal(s) must be saved in Attachment A and submitted electronically in MS Excel format. Additionally signed cost proposal(s) must be scanned to PDF and submitted. Address proposal to:

Laura Ginsberg
ITSupport@uncommonschools.org

BIDDER/Offeror IDENTIFICATION: (Please print information clearly.)

| | | | |
|--------------|-------|--------|-------|
| Firm Name: | _____ | Date: | _____ |
| Address: | _____ | Phone: | _____ |
| | _____ | Fax: | _____ |
| City/St/Zip: | _____ | Email: | _____ |

You MUST sign the Bid/Proposal Response Form in order for your bid/Proposal to be accepted.

FORM A - BID/PROPOSAL RESPONSE FORM

BID/PROPOSAL RESPONSE FORM

The undersigned, in submitting this Bid/Proposal and endorsement of same, represents that he/she is authorized to obligate his/her firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, religion, color, national origin, age, sex, or handicap unrelated to job performance of this Bid/Proposal; and that he/she has read this entire Bid/Proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in ***all*** sections of this Bid/Proposal.

Firm: _____
(OFFICIAL Firm Name)

By: _____
(Original Signature)

Name: _____
(Typed or Printed Name)

Title: _____
(Type or Printed Title)

Address: _____

City/ST/Zip: _____

Phone #: _____ Fax #: _____

Email: _____

Taxpayer Identification #: _____

FORM B – DEVIATION/COMPLIANCE SIGNATURE FORM

DEVIATION/COMPLIANCE SIGNATURE FORM

Company Name: _____

Address: _____

City/State/Zip: _____

Phone Number: _____ Fax #: _____

Email: _____

If the undersigned Bidder/Offeror intends to deviate from the Terms and Conditions or Item Specifications listed in this bid/Proposal document, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. Uncommon will consider any deviations in its bid/Proposal award decisions, and Uncommon reserves the right to accept or reject any bid/Proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the Bidder/Offeror assures Uncommon of his/her full compliance with the Terms and Conditions, Item Specifications, and all other information contained in this Bid/Proposal document.

☐ No Deviation

☐ Yes Deviations

| | |
|---|---------------------------|
| | |
| <i>Signature of Bidder/Offeror</i> | <i>Date Signed</i> |

If yes is checked, please list below. Attach additional sheet(s) if needed.

FORM C – NON-COLLUSION STATEMENT

NON-COLLUSION STATEMENT

“The undersigned affirms that he/she is duly authorized to execute this bid/Proposal, that this company, corporation, firm, partnership, or individual has not prepared this bid/Proposal in collusion with any other bidder/Offeror, and that the contents of this bid/Proposal as to prices, terms or conditions of said bid/Proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid/Proposal.”

Firm Name:

Address:

City/State/Zip:

Telephone #:

Fax #:

Bidder Signature:

Printed Name:

Position/Title:

Date Signed:

Signature of Company Official Authorizing Bid/Proposal:

Name of Company Official: *(Please type/print)*

Official Position:

Date Signed:

FORM D – FELONY CONVICTION NOTIFICATION

FELONY CONVICTION NOTIFICATION

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Firm's Name: _____

Authorized Company Official's Name: _____
(please print clearly or type)

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable:

Signature of Company Official: _____ Date: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: _____ Date: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____ Date: _____

NOTE: Name and signature of company official should be the same as on the affidavit (Form A)

Vendor is responsible for the performance of the persons, employees and/or sub-contractors Vendor assigns to provide services for the Uncommon Schools pursuant to this Bid/Proposal on any and all Uncommon Schools campuses or facilities. Vendor will not assign individuals to provide services at an Uncommon Schools campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Uncommon Schools.

FORM E – DEBARMENT OR SUSPENSION CERTIFICATION

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder/Offeror:

(1) Certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Firm's Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Authorized Company Official's Name: _____
(Typed or printed)

Title of Authorized Representative: _____
(Typed or printed)

Signature of Authorized Company Official: _____

Date Signed: _____

FORM F - REFERENCES

1.

Company Name:

Address:

Business Phone:

Contact Person:

Email:

Description of services:

2.

Company Name:

Address:

Business Phone:

Contact Person:

Email:

Description of services:

3.

Company Name:

Address:

Business Phone:

Contact Person:

Email:

Description of services:

APPENDIX A

ENTERPRISE MANAGED SERVICES FUNCTIONAL REQUIREMENTS RESPONSE

| # | Category | Category Detail / Requirements | Evidence Supporting Ability to Meet Requirements | Included in RFP Proposal (Yes, No, Partially)? | If Partially, describe extent |
|---|--|---|--|--|-------------------------------|
| 1 | Enterprise Infrastructure Administration / Maintenance | Vendor's team must be available during times when schools are not in session. These generally align to Summer (June - August), Winter (generally last two weeks of December), and Spring (varies but generally first two weeks of April) breaks but may also include after school hours work during the evening and during the night. | | | |
| | | Vendor is responsible for all infrastructure assets whether in the data center, the cloud, in schools, and any other remote location. | | | |
| | | The vendor shall maintain and proactively design and engineer the enterprise infrastructure, its related documentation, ongoing analysis, and provide infrastructure engineering skill and certifications to keep the network at the highest state of reliability and efficiency possible, without excessive redundancy and fault tolerance in order to meet the growing needs of the Uncommon network. | Please provide the following as evidence: - Certifications of infrastructure management team (See Appendix XX) - Sample network documentation - Process guides on maintaining network documentation - Examples of past proactive design efforts completed for existing customers | | |

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| | | The vendor shall provide capacity management for all core infrastructure services. | Please provide the following as evidence: - Description of how core infrastructure functions are monitored and maintained to ensure adequate capacity | | |
| | | The vendor shall provide Active Directory domain controller installation, upgrade, and patching. Daily operation of domain controllers (e.g., system administration, adding users, resetting passwords) is the responsibility of the vendor. This applies to all assets in the data center and at Uncommon school locations and any other remote location. | Please provide the following as evidence: - Experience in remote administration of domain controllers - Examples of automation with respect to user and password mgmt | | |
| | | The vendor shall perform regular Active Directory tree and forest health checks, deliver a health check report monthly, and take corrective actions. | Please provide the following as evidence: - Types of health checks - Describe overall strategy to maintain a healthy AD | | |
| | | The vendor shall provide planning to accommodate network expansion, enhancement, and security services in order to meet the growing needs of the Uncommon network | Please provide the following as evidence: examples of planning completed including the ongoing strategy | | |
| | | The vendor shall assist in developing, maintaining and updating a network vision, strategy and design that takes advantage of existing and future infrastructure resources. | Please provide the following as evidence: - Describe how the vendor engages with customers for these discussions | | |

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| | | | - Provide examples of strategy designed and implemented for existing customers | | |
| | | The vendor will staff a team and create the infrastructure needed for them to provide 24x7x365 response to an appropriate set of hardware and process monitors as well as human-reported incidents. Response includes urgent, immediate, and end-to-end handling of all hardware and operating system problems. Incident status needs to be transparent with push and pull mechanisms available. | Describe incident and outage management protocol and philosophy | | |
| | | The vendor shall continually work to develop, improve, and maintain automated monitoring services, threshold monitoring, and alert notification. As part of normal WAN functions, the vendor shall utilize bandwidth and network protocol performance to ensure the network is always operating efficiently. | Describe monitoring tools, examples of current alert structures, and overall monitoring philosophy | | |
| | | The vendor shall provide change, configuration, release, and availability management for all network hardware and software that includes, but is not limited to, upgrades, patches, switch port management, reprogramming port speeds, routing table updates, monitoring, testing of installation of patches, and installation of firmware and software version changes. This applies to all assets in the data center and at Uncommon school locations and any other remote location. | Describe philosophy and protocols for change, config, release, and availability mgmt | | |
| | | The vendor shall provide technical leadership for network issues including utilization and | Describe design services available | | |

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| | | deployments; LAN/WAN design, installation, configuration, deployment and expansions; network engineering and design services. | | | |
| | | The vendor shall perform and participate in network services strategic planning, project planning, and integration planning activities, as required. | Describe project planning practices and experience with existing customers in participating with strategic planning | | |
| | | The vendor shall follow and maintain network guidelines, standards, policies, and procedures. As appropriate, vendor shall recommend and document network guidelines, standards, policies, and procedures. | Please provide the following as evidence: existing documentation, standards, policies, and procedures. | | |
| | | The vendor will have the ability to design and adapt a cloud architecture to support Uncommon's hosted applications and services with the core goals of Scalability (50+ servers and services), Availability (99.9% over the year), Security (integrated across cloud platforms and physical networks) and Manageability (to match the skills of the team staffed to support it); further, the ability to regularly implement extensions and changes to it consistent with the original design. | Please provide the following as evidence: - Current experience in full management of cloud infrastructure - Examples of existing cloud infrastructures (network maps would be good) - Describe security philosophy for cloud infrastructure | | |
| | | The vendor will have the ability to implement and maintain the above cloud architecture. | Please provide the following as evidence: - Provide examples of management philosophy and/or processes used to manage cloud infrastructure. | | |

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| | | Uncommon has developed cookbooks/troubleshooting guides (TSGs) for many of their custom, legacy, and modern applications. The vendor will be expected to implement and evolve the TSGs to provide proper support and response to issues, or provide comparable TSGs. | | | |
| | | The vendor will have the ability to design and implement mechanisms to move data between systems on and off the network. | Please provide examples of existing bulk data transfer solutions. | | |
| | | The vendor will have the ability to govern third-party authorization schemes with systems and services such that internal and vendor resources have appropriate access. For example, an external service who requires our IPs be whitelisted. | | | |
| | | The vendor will implement a VPN strategy authenticated in sync with the primary network to allow off-site access to hosted systems and services. (This is separate from the requirement of a reasonable end-user experience.) | Please provide the following as evidence: - Examples of VPNs between systems allowing for data sharing | | |
| | | The ability of Uncommon to troubleshoot issues with enterprise systems is dependent on the ability to have current Test environments created as needed. The vendor will have the ability to quickly and consistently deploy test servers of legacy applications that require many manual (and evolving) configuration steps. | | | |
| | | <i>The vendor will have the ability to patch legacy applications requiring many manual steps consistently; including taking and</i> | | | |

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| | | <p><i>managing appropriate backups to enable roll-back scenarios.</i></p> <p>The vendor will have the ability to design and implement a robust, high-availability, quick-restore backup strategy for both modern and legacy systems and the data stored within them.</p> | <p>Please provide the following as evidence: - Current examples of cloud backup/restore strategies noting Mean Time to Resore and other key metrics</p> | | |
| 2 | Cloud Software / Device Management | <p>Vendor will manage O365 licensing, applying the correct license to all new accounts and adding additional licenses on request.</p> <p>See Appendix H</p> | | | |
| | | <p>Unless otherwise stated in Appendix H, the vendor will be expected to manage Office application license assignment and removal. The vendor will have a process to enforce license limits and to work with USI to approve procurement of additional licenses as needed. The vendor will be expected to procure the add'l licenses if approved.</p> | <p>Please provide the following as evidence: - Describe tools, process, and strategy in assisting clients in managing their application licenses</p> | | |
| | | <p>Vendor will maintain white/black lists, making sure we remain CIPA compliant. Additonally, respond to access requests and troubleshoot issues within SLA.</p> | | | |
| | | <p>Vendor will administer Uncommon's Google App environemnt, including application deployment to managed Chromebooks, configuration and user policies, and ability to set session mode (kiosk vs user login) based on instructional needs.</p> | <p>Describe experience with managing the Google App environment</p> | | |

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| | | Vendor will administer Uncommon's Apple School Manager system including registering and un-registering iPADS. Vendor will have experience in MDM services and infrastructure. | Describe experience with managing Apple School Manager | | |
| | | <p>At set times each year, schools in Newark and Boston conduct Computer-based testing (CBT) primarily on Chromebooks. For these locations at the appropriate time of the year, the vendor will:</p> <p>Pre-Testing: Vendor will work with schools to:</p> <ul style="list-style-type: none"> - test all infrastructure and equipment that will be used for testing - pre-cache test content where available - ensure all testing apps are installed, configured, and tested <p>Test Day: Vendor will:</p> <ul style="list-style-type: none"> - provide testing support with a tighter SLA - have engineers on standby to immediately address any infrastructure issues | | | |
| 3 | Security and Compliance | Vendor will have sufficient expertise in security and compliance for K-12 (e.g. CIPA, FERPA, password mgmt, data retention, etc) to audit and make recommendations to develop a strategic roadmap to improve our posture in these areas. | Describe existing security best practices employed for customers in K-12. | | |
| | | <p>What forensic tools are available to the proposer?</p> <ul style="list-style-type: none"> - Example uses for forensic tools include but are not limited to: discovery of PII in Exchange Online, contents file shares across the network, historical change history to | Describe existing implementations of tools to achieve data security and compliance for customers. | | |

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| | | individual files or folders on network file shares. | <p>If the use of those tools, on behalf of USI, is not included in the standard fees quoted in the proposal what is the cost to use them</p> <p>Are there any limitations on the use of the tools USI should know about?</p> <p>Please describe scenarios in which you have successfully used the forensic tools referenced.</p> | | |
| | | Appropriately manages the VPN and remote access systems including adding/removing user permissions. | Describe, from an end-user perspective, the ability to effectively manage remote access to network services. | | |
| | | Vendor should provide examples of reports presented to executive level for other clients showing data security effectiveness and adherence to compliance requirements. | | | |
| 4 | Documentation | Vendor will create and maintain diagrams, and other necessary documentation, for schools and offices, data center, and cloud technology infrastructure. Uncommon will have full time access to documentation and diagrams. | Provide examples of existing network diagrams | | |
| | | Vendor will maintain all server, router, and switch configurations in a centralized configuration management database. This | Describe tools and processes in place to store and maintain | | |

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| | | system will be accessible by designated USI staff. Vendor will maintain a set of standard configurations and will note any non-standard setups on specific devices. | configuration data as well as how existing customers access this information. | | |
| | | All technology processes (eg. account lifecycle, license management, EOL management, permission management, etc) will be mapped and documented. Designated USI staff will have access to this documentation. | Provide examples of existing process documents and detail how and when processes are updated | | |
| 5 | Business Continuity / Disaster Recovery Plan | The vendor will develop and execute appropriate disaster recovery plan based on best practices. | How many have you written/created and how many have you used? Submit a plan implemented for another client. In that plan, what services did you leave out and why? | | |
| | | The vendor will develop a robust business continuity plan based on best practices. | How many have you written/created and how many have you used? Submit a plan implemented for another client. In that plan, what services did you leave out and why? What kind of testing and validation do you | | |

| | | | | | |
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| | | | do? Was included in your plan? | | |
| 6 | Project Management Services | <p>Vendor will dedicate project managers as needed to infrastructure projects. Project plans will include:</p> <ul style="list-style-type: none"> - Scope - Schedule - Detailed budget - Risk analysis and risk register - Issues log - Communication plan - Lessons learned log - Weekly status reports showing performance against project baseline | <p>Provide examples of existing project plans for clients.</p> | | |
| 7 | Inventory | The vendor will work in conjunction with site managers to conduct periodic physical inventory counts to confirm the online system accuracy. | | | |
| | | <p>Vendor will provide an technology asset inventory, including switches, servers (physical and virtual), etc, that is up to date at least nightly and 99% accurate at all times. At a minimum, the inventory can be filtered by location and technology categories. The inventory is accessible 24/7 by Uncommon Staff and can be downloaded to Excel on demand by designated USI staff. The inventory system at a minimum must track end-of-life dates, location, make, model, technology category, serial numbers, and asset tags.</p> | <p>Describe existing processes used by the vendor to maintain an accurate inventory of client assets.</p> | | |
| 8 | Multi-Vendor support/Advocacy | Vendors will be expected to work with other technology vendors to provide technology | Describe experiences and effective | | |

| | | | | | |
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| | | <p>services for Uncommon. Other vendors may include voice, data, etc. Managed Infrastructure service providers are expected to work extremely closely with Service Desk/Field Support service providers to provide seamless support to Uncommon Schools. <u>Vendors providing Service Desk/Field Support services will be expected to manage incidents from start to finish</u>, collaborating with other vendors as determined by the incident, to satisfactorily resolve the incident.</p> | <p>processes for coordinating and collaborating with third parties successfully resolve clients.</p> | | |
| 9 | Recommended staffing model for USI | <p>Describe recommended roles/skills that USI should staff to achieve the goals of the services defined in this section of the RFP.</p> | | | |

APPENDIX B

ENTERPRISE MANAGED SERVICES COST PROPOSAL – Enter in Attachment A

| ENTERPRISE MANAGED SERVICES - COST PROPOSAL – See Section 7.9 for detailed instructions | | | | | | |
|--|--------------------|--------------------|-----------------------|--------------------|----------------------------|----------------|
| Description | A | | B | C | D | |
| Enter values only in the yellow shaded boxes; Excel will calculate extended pricing. | | | | | | |
| This proposal is for managing the data center and NOT school/office location infrastructure | | | | | | |
| Record the one time fixed price for Transition-In Services; | | | | | | |
| Record the fixed-price Monthly Recurring Charge (MRC) service areas from Appendix A | | | | | | |
| For cost projections for years 2 - 5 assume no increases in student, staff, or device counts | | | | | | |
| In column H, describe the cost formula used to determine per unit costs. For example, if the costs are driven by the number of students, then state in Column H " \$X per student per month ". | | | | | | |
| Costs in Columns B - F should be full MRC roll up costs based on the cost driver stated. For example, if the cost driver is \$1/student/month and Uncommon has 20,000, then the cost in Column B will be \$20,000. | | | | | | |
| Your description will allow the evaluators to calculate costs for specific Uncommon locations. | | | | | | |
| Description | Year 1 (12 Months) | Year 2 (12 Months) | Year 3 (12 Months) | Year 4 (12 Months) | Year 5 (12 Months) | Extended Price |
| Transition-In Services - Section 3.5.2 (one time fixed price) | | | | | | \$ - |
| Enterprise Infrastructure Administration / Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$0.00 |
| Cloud Software / Student Device Management | \$ - | \$ - | \$ - | \$ - | \$ - | \$0.00 |
| Security and Compliance | \$ - | \$ - | \$ - | \$ - | \$ - | \$0.00 |
| Documentation | \$ - | \$ - | \$ - | \$ - | \$ - | \$0.00 |
| Business Continuity / Disaster Recovery Plan | \$ - | \$ - | \$ - | \$ - | \$ - | \$0.00 |
| Inventory | \$ - | \$ - | \$ - | \$ - | \$ - | \$0.00 |
| Multi-Vendor support/Advocacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$0.00 |
| Period Charges (MRC *Number of Months) | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| | | | | | Subtotal - MRCs | \$0.00 |
| | | | | | Total Proposed 5-year Cost | \$0.00 |
| | | | | | | |
| Company Name: | | | Authorized Signature: | | | |
| Point of Contact | | | | | | |
| Address: | | | Printed Name: | | | |
| | | | | | | |
| Office Phone Number: | | | Title: | | | |
| FAX Number | | | | | | |
| E-Mail Address | | | Date: | | | |
| SUBMIT AS A .PDF FILE WITH THE FINANCIAL PROPOSAL IN ADDITION TO THE ELECTRONIC EXCEL FILE | | | | | | |

APPENDIX C

SERVICE DESK/FIELD SERVICES FUNCTIONAL REQUIREMENTS RESPONSE

| # | Category | Category Detail / Requirements | Evidence Supporting Ability to Meet Requirements | Included in RFP Proposal (Yes, No, Partially)? | If Partially, describe extent |
|---|--------------------------------------|--|---|--|-------------------------------|
| 1 | End User (Staff) Support (Help Desk) | Vendor will procure, image, patch, apply appropriate policies, maintain, and securely decommission Windows computers | Describe vendor's best practice in Windows computer lifecycle management. For example, does vendor recommend SCCM or another tool? | | |
| | | Vendor will procure, image, patch, apply appropriate policies, maintain, and securely decommission Mac computers | Describe vendor's best practice in Mac computer lifecycle management. For example, does vendor recommend Ghost or another tool? | | |
| | | Vendor will offer 24x7x365 service desk operations. From the hours of 7:00 AM to 7:00 PM Eastern time, the Vendor will provide support staff that have expertise in the support of education-related staff. | List experience with providing education-related staff help desk support. What are some of the challenges with supporting these types of staff? | | |
| | | Vendor will be expected to support user lifecycle management using the OneLogin platform. This includes: - Ownership of staff account lifecycle - creation, provisioning and deactivation - Partner with IAM provider (OneLogin) to implement new services - Troubleshoot issues - Automate account management to the greatest extent possible | | | |
| 2 | Onsite Support | Describe personnel asset roles and skills available to provide field support in all regions USI operates in: | | | |

| | | | | | |
|----------|-----------------------------------|---|---|--|--|
| | | Brooklyn, Troy, Rochester, Camden, Newark, Boston | | | |
| | | Vendor provides onsite support for school-based technology on a regular schedule including end user computers, Chromebooks, file servers, and network infrastructure. | Include in proposal suggested onsite support frequency including recurring costs associated with onsite support. | | |
| | | Vendor's onsite staff (either employed by vendor or contracted by vendor) must pass background checks prior to working at any location with students. | | | |
| 3 | Classroom Technology | Vendor will be knowledgeable in recommending, installing and maintaining Audio/Visual equipment | Describe current experience with A/V equipment. | | |
| | | Vendor will make recommendations for classroom technology based on specific instructional needs (e.g., performing arts studio, recording studio, etc.) | Describe experience with providing classroom technology recommendations for K-12 clients | | |
| | | Vendor will work with schools to determine needed technology upgrades, procure and install equipment, and provide necessary project coordination and communication with schools to successfully upgrade technology. | Describe experience with technology upgrades in K-12 environments including project management methodology | | |
| | | Vendor will configure, install and support VOIP phones in classrooms, offices and teacher workrooms. Vendor will manage all dial plans whether for on-premise voice server or for hosted voice server. | Describe experiences with supporting onsite voice servers. | | |
| 4 | End User Device Management | Vendor will work with USI to gather requirements, conduct market research, and make recommendations for personal computers and other end user devices. | | | |
| | | Vendor will manage procurement of personal computing devices. This includes negotiating with vendor(s), purchasing on behalf of our locations, receiving devices, and billing Uncommon locations as appropriate. A majority of USI's computer purchases and | Describe processes for procuring, imaging, and distributing computers effectively to multiple locations within a compressed time frame. | | |

| | | | | | |
|----------|------------------------------------|--|--|--|--|
| | | distribution occurs from May to July with a significant amount of distribution the last week of July. | | | |
| | | Vendor will manage user profiling of staff devices including transferring all data and settings to new device. | Vendor will have process for migrating user to new device. Plan should prioritize minimal downtime for user. | | |
| | | Vendor will manage the full end-of-life process including wiping and disposal of end user computing devices. | Describe process for securely wiping EOL computers. Include in cost proposal, the costs to responsibly dispose of EOL computers in each region. | | |
| 5 | Printer Management | Describe experience and staff roles and skills for effectively monitor, maintain, and troubleshoot non-leased copiers, poster printers, and desktop printers. | | | |
| 6 | Inventory | The vendor will work in conjunction with site managers to conduct periodic physical inventory counts to confirm the online system accuracy. | | | |
| | | Vendor will provide an technology asset inventory, including end user technology, WAPs, servers, etc, that is up to date at least nightly and 99% accurate at all times. At a minimum, the inventory can be filtered by location and technology categories. The inventory is accessible 24/7 by Uncommon Staff and can be downloaded to Excel on demand by designated USI staff. The inventory system at a minimum must track end-of-life dates, location, make, model, technology category, serial numbers, and asset tags. | Describe existing processes used by the vendor to maintain an accurate inventory of client assets. | | |
| 7 | Project Management Services | Annually during school summer breaks, school-based projects are conducted to add, replace, and enhance school technology. | Provide examples of existing project plans for clients. | | |

| | | | | | |
|---|---|---|---|--|--|
| | | <p>These projects cover end user devices, EOL technology replacement, infrastructure upgrades, and building remodels.</p> <p>The vendor is expected to supply dedicated project managers to scope, plan, monitor & control, execute, and close out each project on time, within budget, and within scope. Project managers must work closely with school leaders and USI Real Estate and Facilities Team in this work. Project managers will request necessary vendor resources and where necessary contract with other vendors to complete the scope. Uncommon IT will provide project management oversight.</p> | | | |
| 8 | Multi-Vendor support/Advocacy | <p>Vendors will be expected to work with other technology vendors to provide technology services for Uncommon. Other vendors may include voice, data, etc. Managed Infrastructure service providers are expected to work extremely closely with Service Desk/Field Support service providers to provide seamless support to Uncommon Schools. <u>Vendors providing Service Desk/Field Support services will be expected to manage incidents from start to finish,</u> collaborating with other vendors as determined by the incident, to satisfactorily resolve the incident.</p> | How do you manage incident response workflow when you determine the responsible party is a 3rd party? | | |
| 9 | Recommended staffing model for USI | Describe recommended roles/skills that USI should staff to achieve the goals of the services defined in this section of the RFP. | | | |

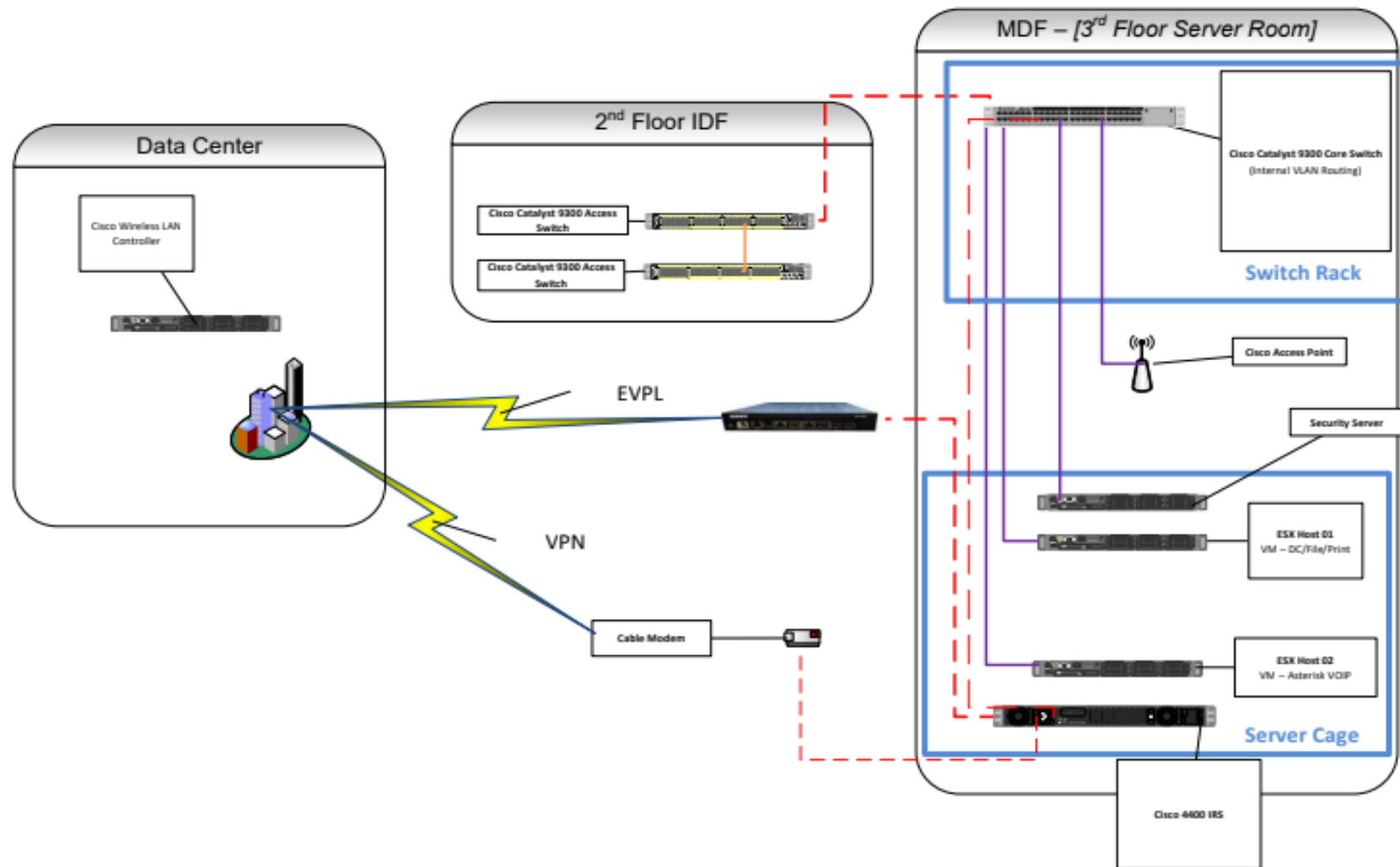
APPENDIX D

SERVICE DESK/FIELD SERVICES COST PROPOSAL – Enter in Attachment A

| SERVICE DESK/FIELD SERVICES - COST PROPOSAL – See Section 7.9 for detailed instructions | | | | | | | | | |
|--|--------------------|-----------------------|--------------------|--------------------|--------------------|----------------|-------------------------|--|--|
| Enter values only in the yellow shaded boxes; Excel will calculate extended pricing. | | | | | | | | | |
| Record the fixed-price Monthly Recurring Charge (MRC) for service categories from Appendix C | | | | | | | | | |
| For cost projections for years 2 - 5 assume no increases in student, staff, or device counts | | | | | | | | | |
| In column H, describe the cost formula used to determine per unit costs. For example, if the costs are driven by the number of students, then state in Column H " \$X per student per month ". | | | | | | | Cost driver explanation | | |
| Costs in Columns B - F should be full MRC roll up costs based on the cost driver stated. For example, if the cost driver is \$1/student/month and Uncommon has 20,000, then the cost in Column B will be \$20,000. | | | | | | | | | |
| Your description will allow the evaluators to calculate costs for specific Uncommon Schools locations. | | | | | | | | | |
| Description | Year 1 (12 Months) | Year 2 (12 Months) | Year 3 (12 Months) | Year 4 (12 Months) | Year 5 (12 Months) | Extended Price | | | |
| End User (Staff) Support (Help Desk) | \$ - | \$ - | \$ - | \$ - | \$ - | \$0.00 | | | |
| Onsite Support | \$ - | \$ - | \$ - | \$ - | \$ - | \$0.00 | | | |
| Security and Compliance | \$ - | \$ - | \$ - | \$ - | \$ - | \$0.00 | | | |
| Classroom Technology | \$ - | \$ - | \$ - | \$ - | \$ - | \$0.00 | | | |
| End User Device Management | \$ - | \$ - | \$ - | \$ - | \$ - | \$0.00 | | | |
| Printer Management | \$ - | \$ - | \$ - | \$ - | \$ - | \$0.00 | | | |
| Inventory | \$ - | \$ - | \$ - | \$ - | \$ - | \$0.00 | | | |
| Project Management Services | \$ - | \$ - | \$ - | \$ - | \$ - | \$0.00 | | | |
| Multi-Vendor support/Advocacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$0.00 | | | |
| Period Charges (MRC *Number of Months) | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | | | |
| Total Proposed 5-year Cost | | | | | | \$0.00 | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Company Name: | | Authorized Signature: | | | | | | | |
| Point of Contact | | | | | | | | | |
| Address: | | Printed Name: | | | | | | | |
| | | | | | | | | | |
| Office Phone Number: | | Title: | | | | | | | |
| FAX Number | | | | | | | | | |
| E-Mail Address | | Date: | | | | | | | |
| | | | | | | | | | |
| SUBMIT AS A .PDF FILE WITH THE FINANCIAL PROPOSAL IN ADDITION TO THE ELECTRONIC EXCEL FILE | | | | | | | | | |

APPENDIX E

TYPICAL NETWORK LAYOUT FOR SCHOOLS



APPENDIX F

SERVICE PROVIDER QUESTIONNAIRE

ALL Offerors, regardless of the major service category being proposed, **must** complete the questions below in their entirety.

Instructions:

- Each question must be answered as accurately as possible. Offerors may use additional pages as necessary
- Offerors may include diagrams, pictures, illustrations, etc
- Offerors must respond to each of the questions as part of their RFP response.

1. Describe how the vendor will manage to keep costs down and at the same time strive to improve the quality of service provided and customer satisfaction.

2. List and describe the top three (3) ways the vendor will add value to the client's organization.

3. Describe how the company views the lifecycle of an incident from start to finish.

4. Describe the various methods that the vendor uses to keep the customer and the end-user informed, and where they fit in the lifecycle of the incident. Provide specific examples of the flow of communication.

5. Provide a process that demonstrates how your company will make recommendation for infrastructure efficiencies and cost savings.

6. Describe the methodologies and metrics that the vendor uses to make adjustments to the infrastructure you have described in question number five.

7. Describe in detail the criteria the vendor uses to determine the effectiveness of the services provided to customers

8. Describe the top three (3) critical success factors for providing quality support and how the vendor has addressed them.

9. Describe the methodologies and procedures that the vendor uses to minimize the effects of staff turnover

10. Describe the methodologies and procedures that the vendor service uses to identify training needs of service staff, customer, and end-user; also describe how the vendor addresses them.

11. Describe what is done to maintain and improve your service staff's soft skills, (e.g. interpersonal skills, personality, communication, etc.)

12. Describe the escalation process that the vendor service provider uses.

13. Describe the processes and infrastructure you use to host and manage legacy applications such as described in 3.6.1 above?

14. Describe a time you advised a client not to pursue a strategy they expressed interest in?

15. What is the cost difference to go from 99.9% to add a 4th or 5th decimal place.

16. If bidding on Enterprise Managed Services, list all tools and systems that will be used to provide the services in the proposal and indicate if these are included in the cost proposal.

17. If bidding on Service Desk/Field Services, list all tools and systems that will be used to provide the services in the proposal and indicate if these are included in the cost proposal.

APPENDIX G

ENTERPRISE MANAGED SERVICES: CERTIFICATION

Indicate number of employed staff with the following certification

| | | Certification Levels | | | | | | | | | | | | | | | | |
|-----------------------|---------------------------------|----------------------|------|------|------|------|------|------|------|------|------|-------|-------|------|------|------|-------|-------|
| | | Entry | MCSA | CCNA | CCDA | VCA6 | CCNP | CCDP | VCP6 | VCP7 | MCSD | VCDX6 | VCDX7 | MCSE | CCIE | CCDE | VCAP6 | VCAP7 |
| Area of Certification | Mobility | | | | | | | | | | | | | | | | | |
| | Cloud Platform & Infrastructure | | | | | | | | | | | | | | | | | |
| | Productivity | | | | | | | | | | | | | | | | | |
| | Data Management & Analytics | | | | | | | | | | | | | | | | | |
| | App Builder | | | | | | | | | | | | | | | | | |
| | Data Center Virtualization | | | | | | | | | | | | | | | | | |
| | Cloud Management & Automation | | | | | | | | | | | | | | | | | |
| | Network Virtualization | | | | | | | | | | | | | | | | | |
| | Desktop & Mobility | | | | | | | | | | | | | | | | | |
| | Data Center | | | | | | | | | | | | | | | | | |
| | Routing | | | | | | | | | | | | | | | | | |
| | Switching | | | | | | | | | | | | | | | | | |
| | Security | | | | | | | | | | | | | | | | | |
| | Collaboration | | | | | | | | | | | | | | | | | |
| | Wireless | | | | | | | | | | | | | | | | | |
| | Design | | | | | | | | | | | | | | | | | |
| | Cloud | | | | | | | | | | | | | | | | | |

APPENDIX H

MICROSOFT OFFICE O365 APPLICATIONS

| O365 Services | In Use at USI | Planned Use | Managed by USI | Managed Currently by MSP | Expected to be Managed by MSP | Notes |
|---------------------------|---------------|-------------|----------------|--------------------------|-------------------------------|--|
| Office Productivity Suite | Y | | | Y | Y | This refers to Word, Excel, PowerPoint, etc. Management consists of installing as part of the image or on demand and assigning appropriate licenses. |
| Security & Compliance | N | Y | | | Y | USI expects to implement security & compliance features to protect sensitive data and adhere to compliance requirements |
| Endpoint Mgmt | N | Y | | | Y | USI plans to implement to protect data on laptops if the laptop is lost or stolen |
| Azure AD | Y | | | Y | Y | AD exists on-premise and syncs to Azure AD. USI expects a recommendation if AD should be 100% cloud based. In either case, the vendor is expected to manage AD. |
| Exchange | Y | | | Y | Y | Exchange is in the cloud. |
| Sharepoint | Y | | Y | Y | Y | There is no expectation that Sharepoint will be managed under this RFP. USI will contract with an vendor that specializes in Sharepoint infrastructure, support, and design |
| Teams | N | Maybe | | | Y | USI anticipates that Teams will be explored in the future as a hub for collaboration |
| Flow | N | Maybe | | | Y | It is possible that Flows may be implemented in the future. Although USI will likely do development internally, we expect the infrastructure to managed by the vendor. |
| Search | Y | | | Y | | |
| OneDrive | Y | Personal | | Y | | Currently OneDrive is being used in a very limited manner. It is possible that USI will move the Azure Files in the future and eliminate traditional file shares. The vendor will be expected to manage this infrastructure. |
| PowerApps | N | Maybe | | | Y | It is possible that PowerApp smay be implemented in the future. Although USI will likely do development internally, we expect the infrastructure to managed by the vendor. |

| | | | | | | |
|----------------------------|---|---|---|---|---|---|
| PowerBI | Y | | Y | | Y | Currently USI manages the PowerBI infrastructure and assigns licensing. We expect to transfer to the vendor full ownership of managing the infrastructure and the automation of license assignment and removal. |
| Microsoft Project | Y | | Y | Y | | Currently USI manages the Project infrastructure. This includes the Project Web App environment that resides in Sharepoint. It is likely that Project will be phased out in favor of a fully cloud-enabled project management system. |
| Intune for Education | N | Y | | | Y | USI is has a project on the books with its managed service provider to pilot and implement Intune. We expect the vendor to fully implement and manage the Intune infrastructure. |
| School Data Sync | N | N | | | | |
| Dynamics 365 | N | N | | | | |
| Yammer | N | N | | | | |
| M365 Tenant Administration | Y | | | Y | Y | This is the general management of the tenant. The vendor will manage this for USI. |
| O365 Groups | Y | | | Y | Y | The vendor will manage, ideally through automation, membership of O365 groups. |