

PENDER COUNTY SCHOOLS	INVITATION FOR BIDS NO.	
	2025-TECH-003 FCC Form 470# 260001264	
PURCHASING DEPARTMENT	Bids will be publicly opened: <u>October 15, 2025</u>	
<i>Refer ALL Inquiries to the provided public form:</i> https://forms.gle/Y7hUhy1QV4LCFAtg7	Contract Type: Agency	
E-Mail: <u>Technology@pender.k12.nc.us</u>	Commodity: Wide Area Network (WAN) Services Contract	
(See page 2 for mailing instructions.)	Using Agency Name: Pender County Schools	

NOTICE TO BIDDERS

Sealed bids, subject to the conditions made a part hereof, will be received at this office (925 Penderlea Hwy, Burgaw, NC) until 4:00 P.M., EDT on October 14, 2025, for furnishing and delivering the commodity as described herein. Bids will be publicly opened October 15, 2025 at 1:00 P.M. at the same address. Refer to page 2 for proper mailing instructions.

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

Please Submit all questions to the following Google Form: <https://forms.gle/Y7hUhy1QV4LCFAtg7>

Responses to all questions can be found in this Google Sheet: <https://docs.google.com/spreadsheets/d/1JAsaacYrc-cSTDPBBFzERxmYiUodXwQBRXQ8yWBGi8/edit?resourcekey=&qid=1584222280#gid=1584222280>

Questions/Inquiries regarding this Bid will **only** be answered via the above linked Google Form and Sheet. All Questions are due by: October 10, 2025. No questions in the above form will be answered after that date.

EXECUTION

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

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

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

Offer valid for 45 days from date of bid opening unless otherwise stated here: _____ days Prompt Payment Discount: _____ % _____ days.

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

It is desirable that all responses meet the following requirements:

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

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

DELIVER TO:
BID NO. <u>2025-TECH-003</u>
E-rate FCC Form 470 # 260001264
Pender County Schools
Purchasing Department
925 Penderlea Hwy
Burgaw, NC 28425

TABULATIONS: Verbal tabulations of open market bids and award information can be obtained by calling the purchaser listed on the first page of this document. Tabulations will be available upon request no earlier than 9:00 a.m. on the first working day following the date of opening. Requests for lengthy or written tabulations cannot be honored.

TRANSPORTATION CHARGES: "FOB Burgaw, North Carolina with all transportation charges prepaid and included in the bid price."

AWARD CRITERIA: As provided by statute, award will be based on the lowest and best bid (most advantageous to Pender County Schools) as determined by consideration of:

1. E-rate eligible costs.
2. Proposed contract terms and conditions.
3. Quality of previous experiences with the company.
4. E-rate ineligible costs.
5. Understanding of needs.

The right is reserved to award this contract to a single overall bidder on all items, or to make awards on the basis of individual items or groups of items, whichever shall be considered by Pender County Schools to be most advantageous or to constitute its best interest. Bidders should show unit prices, but are requested also to offer a lump sum price.

BID EVALUATION: Bids are requested on the items and/or equipment as hereinafter specified or like items similar in design, function and performance. Pender County Schools reserves the right to reject any bid on the basis of function, compatibility with user requirements of utility as well as costs. Bidder(s) are cautioned that any/all information furnished or not furnished on this bid may be used as a factor in determining the award of this contract.

DEVIATIONS: Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. Deviations must be explained in detail below or on an attached sheet. However, no implication is made by Pender County Schools that deviations will be acceptable. Bidder is advised

that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

MAKE AND MODEL: Manufacturer's name and model/catalog numbers used are for the purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. However, bidders are cautioned that any deviation from specifications must be pointed out in their bid.

EQUIPMENT/SERVICES TO BE PURCHASED

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
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Please attach an itemized quote and include separate pricing for monthly recurring costs, non-recurring costs, and any ineligible charges. Pricing must be provided for all requested data rates (1Gbps, 2 Gbps, 5 Gbps, 10 Gbps, and 40 Gbps where applicable).

(Please see specifications on Page 10 for further Bid Document instructions.)

TOTAL \$ _____

QUOTE EXACTLY AS SPECIFIED OR YOUR FUNCTIONAL EQUIVALENT. PENDER COUNTY SCHOOLS RESERVES THE RIGHT TO DETERMINE IF BIDDER'S FUNCTIONAL EQUIVALENT IS ACCEPTABLE.

IF QUOTING FUNCTIONALLY EQUIVALENT ITEMS, ALL INFORMATION, INCLUDING ITEM NUMBERS AND COMPLETE DESCRIPTIONS, MUST BE SPECIFIED FOR YOUR BID TO BE CONSIDERED.

ALL SHIPPING CHARGES MUST BE INCLUDED IN BID PRICE FOR QUOTE TO BE VALID.

APPLICABLE SALES TAX WILL BE ADDED WHEN THE PURCHASE ORDER IS ISSUED. DO NOT INCLUDE SALES TAX IN YOUR QUOTE.

TERMS AND CONDITIONS

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

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

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

- 29. ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted.
However, upon written request approved by the purchasing department and solely as a convenience to the contractor, PCS may:
- Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - Include any person or entity designated by contractor as a joint payee on the contractor's payment check.
- In no event shall such approval and action obligate PCS to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
- 30. INSURANCE:**
- Worker's Compensation** including Occupational Disease and Employer's Liability Insurance. Statutory - Amount and coverage as required by State of North Carolina Worker's Compensation laws. Employer's Liability - At least

Part A	Bodily Injury	Statutory Limits
Part B	By Accident	\$500,000 each accident
	By Disease	\$500,000 policy limit
		\$500,000 each employee
 - Public liability and Property Damage Insurance** - The Contractor shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:

	Occurrence:
General Aggregate	\$2,000,000
Premises Operations	\$1,000,000
Personal & Advertising Injury	\$1,000,000
 - Comprehensive Automobile Liability Insurance**, including coverage for owned, hired and non-owned vehicles: A Combined Single Limit for bodily injury and property damage limit of not less than \$1,000,000; and \$2,000 medical payments.
 - Certificates of Insurance** acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Owner, and that the Pender County School Board of Education is listed as additional insured on general liability.
- The successful bidder agrees to hold harmless and indemnify the Pender County Schools Board Of Education (PCSBOE) for any liability that may arise from the negligent or illegal acts of the bidder's employees or agents.
- 31. GENERAL INDEMNITY:** The provider shall hold and save PCS, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the provider in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the provider. The provider represents and warrants that it shall make no claim of any kind or nature against PCS agents who are involved in the delivery or processing of contractor goods to PCS. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
- 32. CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 1800 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party.
- 33. QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.
- 34. PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
- Notification:** Must be given to PCS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
 - Decreases:** PCS shall receive full proportionate benefit immediately at any time during the contract period.
 - Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with PCS reserving the right to accept or reject the increase, or cancel the contract. Such action by PCS shall occur not later than 15 days after the receipt by PCS of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
- 35. Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

36. **LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS:** The Provider shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors (“contractual personnel”) who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry (“the Registries”). For the Provider’s convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. The Provider shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Provider shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Provider shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the school system upon request. Provider specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system’s sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, the school system may conduct additional criminal records checks at Provider’s expense. If the school system exercises this right to conduct additional criminal records checks, Provider agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Agreement. Provider further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. PCS reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Agreement if PCS determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.
37. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the PCS internal auditors shall have access to persons and records as a result of all contracts or grants entered into by PCS in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and PCS may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).

Date: Sep 2025

PCS Purchasing Department Ethics Policy and Standards of Conduct

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

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

Conflict of Interest:

The following acts are deemed by state law and/or the Board of Education to be in conflict with the interests of the Pender County Schools.

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

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

Nepotism:

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

Gifts to Employees:

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

Bid Specifications

Section 1: Overview

Pender County Schools (PCS) is requesting proposals for symmetrical leased lit fiber transport, without Internet access, for delivery of wide area network (WAN) services to the district. Service is expected to originate at the district's hub (Pender County Central Office) location and be delivered to each site in **Appendix A** in a resilient design. The new service is being planned to begin on July 1, 2026 which represents the expiration of the current WAN service.

1. Both 3-year and 5-year contract options, with five (5) one-year voluntary extensions, will be considered.
2. Pricing is requested for options up to 10 Gbps for each location and for a minimum of 10 Gbps up to 40 Gbps at the hub location. Vendors must also provide the ability to upgrade bandwidths during the contract period at the listed prices for any specific site(s), subject to network design and available pathways.
3. PCS reserves the right to add, move, or remove sites during the term of the contract with no harm to the district, at the provided rate pricing.
4. As with all E-rate FCC Form 470s and RFPs affiliated with a filed FCC Form 470, the applicant will, at its sole discretion decide whether a vendor/respondent award will result from this RFP. The issuance of an FCC Form 470 and this RFP do not obligate the district to make an award.
5. USAC has not devised a reasonable transition of service methodology and to ensure the applicant has E-rate funding for 12 months, we seek bids for transitional service on a MTM basis, along with the multi-year contract for new service. Vendors are free to bid on both options as long as the transitional service is lit July 1, 2026 AND is provided on a MTM term.

Section 2: Service Requests

1. Applicant is seeking bids for a fully managed WAN solution. WAN connections are point-to-point fiber connections that connect individual instructional / non-instructional facilities in the same school district. See Section 3 for solution requirements.
2. Network Design and Construction Routes
 - a. Applicant will consider traditional network designs (such as hub and spoke) or alternative proposals. The applicant's stated decision criteria (outlined in the RFP) will be used to determine if an award is made as a result of this RFP. The applicant has, in accordance with E-rate guidelines, rated cost of service as the highest weighted factor in its decision criteria.
 - b. Due to current and future bandwidth needs, respondents are encouraged to provide dedicated infrastructure to Applicant. Designs are encouraged to utilize the private fiber approach, where there exists no other aggregation or third-party equipment on fiber strands between sites and modulating equipment at each site is dedicated to Applicant and not shared in any way with other customers. If this is not possible, then designs should limit the use of shared infrastructure as much as possible.
 - c. Respondents should clearly illustrate proposed network design and construction routes.
 - d. Design must provide resiliency to ensure that a single fiber cut or site failure will not affect the rest of the WAN connections. This resiliency must specifically account for potential fiber cuts along Pender County's major highways, including Hwy 17, Hwy 210, Hwy 117, Hwy 133, Hwy 421, Hwy 50, Hwy 53, and Shaw Highway.

- e. Applicant is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the vendor to present their best solution while recognizing the cited termination locations.
3. Special Construction
- a. In E-rate terminology, special construction refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities.
 - b. Proposals must be submitted with construction costs allocated over the life of the contract instead of being submitted as one-time special construction costs. The district is not in a position to fund a one-time construction cost.

Section 3: Solution Specifications

1. Wide Area Network
- a. Applicant must have dedicated, symmetrical transport bandwidth of 10 Gbps/40 Gbps between the designated endpoints. These connections must connect to the district LAN via provider owned and managed hardware.
 - b. The solution must be scalable to 10 Gbps at all sites and 40 Gbps at the hub/core location.
 - c. Contract options are requested for 36-month and 60-month terms of service, with five (5) one-year voluntary extensions.
 - d. Each respondent is required to complete the attached pricing sheet **Appendix D** with this RFP.
 - i. Monthly recurring cost including taxes and fees (including current Universal Service Fees), and any additional non-recurring costs are **required** to be broken out and listed separately. North Carolina schools and libraries are not exempt from state tax.
 - ii. No increased pricing will be allowed during the term of the quoted NRC and MRC rate in each pricing cell of the matrix.
 - e. A single provider is required for all sites. If subcontracts are utilized, Pender County Schools District requires a single point of contact from the awarded vendor. A list of subcontractors should be included in the proposal if applicable.
 - f. All costs, including state and local taxes and federal fees, required to deliver the proposed solution must be included in the bid. If there are charges for static IP addresses, they should be included. By submitting a bid, the respondent certifies that it has engineered a full solution including all monthly recurring charges, all installation charges, and all construction costs. Costs added to the quote after the respondent has submitted their bid are solely the responsibility of the respondent and not the applicant.
 - g. If a bandwidth upgrade is requested mid-contract the term length does not reset or renew. For example, if an upgrade occurs in month 20 of a 36-month contract, then 16 months of service must remain on the contract at the new bandwidth before a contract renewal is available.
 - h. Site additions or deletions will be addressed via a contract amendment. The associated fee for additions or deletions must be included in the proposal.
 - i. Disconnect or downgrade fees must be included in the proposal.
 - j. All solutions must adhere to the Service Level Agreement (SLA) terms in Section 4.

Section 4: Service Level Agreement

1. Proposed services must meet the following specifications:
- a. The provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
 - b. .25% frame/packet loss commitment
 - c. Less than 10ms round trip network latency commitment

- d. Less than 10ms network jitter commitment
 - e. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason.
 - f. Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service.
2. Network operations center: Solution will provide customer support functions including problem tracking via a ticket portal, resolution, escalation support management on a 24x7x365 basis and site circuit usage/performance portal. Customer has the right and is encouraged to address any problems that may arise relative to its connection with vendor provided services via the portal.
 3. Trouble reporting and response: Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time. Performance below the specifications in Item 1 shall be considered an "outage".

4.

Length of Service Outage Per Site	Credit is the following percentage of monthly recurring cost
Less than 2 hours	No Credit
Greater than two (2) hours and less than four (4) hours	5%
Greater than four (4) hours and less than eight (8) hours	10%
Greater than eight (8) hours and less than twelve (12) hours	15%
Greater than twelve (12) hours and less than sixteen (16) hours	20%
Greater than sixteen (16) hours and less than twenty-four (24) hours	35%
Greater than twenty-four (24) hours	50%

5. Escalation: In the event that service has not been restored within 2 hours, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
6. Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
7. Trouble reporting, escalation, and resolution: A detailed trouble reporting, escalation and resolution plan will be provided to the district.
8. Measurement: Time starts from the time the Customer contacts vendor and identifies the problem.
9. Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
10. Link performance per segment: The service will maintain the proposed link performance throughout the term of the contract.
11. Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing Applicant.

Section 5: General Terms for All Proposals

Pender County Schools reserves the right to disqualify any proposal that significantly deviates from submitting the requested information. Proposals that consist of a catalog of services will be disqualified.

1. Description of Proposal
 - a. All current sites must be included in the bid. Failure to include all site names and addresses in a bid option could be considered grounds for disqualification.
 - b. Respondent will provide a description of their proposal for all services and solutions.
 - c. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, and other detail Applicant may find useful or necessary (or could differentiate the solution from a competing proposal).
 - d. Identify any new construction, permits, and easements that will be required. Outline your approach and timing for receiving the permits and easements. If awarded the project, this timing and plan should be followed, or the agreement is violated.
 - e. Service Provider must have a USAC 498 ID that is shown on the proposal.
 - f. Service provider must provide proof of Green Light Status.
 - g. Service Provider must have an FCC Form 473 (Service Provider Annual Certification (SPAC) Form) to certify that they will comply with Schools and Libraries (E-rate) Program rules.
 - h. Service Provider must have a SPAC Form on file for each funding year covered during the contract and optional extensions.
 - i. Service Provider must include an option to continue service month by month after the expiration of service to ensure the district is not without a Wide Area Network while transitioning to another provider.
2. Site names and addresses
 - a. If their solution is chosen, respondents are required to include sites names and addresses on the contract.
 - b. If their solution is chosen, respondents are required to include sites names and addresses on the monthly invoices.
3. Reselling and subcontracting
 - a. Any respondent who intends to resell or subcontract a lit service from a 3rd party must supply proof in writing that said party can provide service at all proposed Applicant locations.
 - b. If, at any point following the bid submission, any changes from the 3rd party alters the costs or significantly changes the scope of the proposed service then the Applicant will not be liable for the cost increase and reserves the right to disqualify the bid and cancel any signed contracts without penalty.
4. Timeline
 - a. For each response, respondents must include a timeline for bringing all sites online.
 - b. Proposals requiring little to no construction should be able to bring all sites online by the July 1 start of the funding year.
 - c. For solutions requiring construction, a schedule of bringing sites online must be included with an explanation of how this timeline shifts if the date of the E-rate funding commitment shifts.
 - d. New service must be installed, and service started by July 1, 2026. The contract must include a statement that all fees will be covered by the new vendor for any sites not connected by July 1, 2026.
5. Demarcation

- a. All solutions must terminate service or infrastructure in the demarcation point at each address specified in the pricing sheet.
 - b. Solutions bringing service to the property line but not to the demarcation point are not acceptable.
 - c. Respondent must specify specific demarcation setup included in base fees, e.g. wall mounted CPE and CAT6a handoff, rack mount patch panel, etc.
 - d. The handoff to Pender County Schools will need to be an LC connection.
6. Network Diagram
- a. For each response, respondents must include a network diagram displaying the paths to be used to serve each endpoint.
 - b. Diagrams must show if circuits are routed through any aggregation hubs, equipment, or third-party facilities between hub site and each endpoint.
 - i. If this detailed information cannot be supplied, then at a minimum the quantity of each must be supplied to provide a picture of potential latency.
7. Construction
- a. Construction details should include the total project plant route feet, average cost per foot of outside plants, total strands, and number of strands dedicated to Moore County Schools.
8. References
- a. For each response, respondent must provide 3 references from current or recent customers (preferably K-12) with projects equivalent to the size of Applicant. – Appendix B
9. Contract
- a. For each response, respondents must provide a prepared service contract ready for signing within 10 business days of receiving the Letter of Intent.
10. Complete and include the checklist on Appendix C.
11. Complete and include WAN Pricing Worksheet.
12. E-rate Program Integrity Assurance (PIA) Review
- a. If their solution is chosen, respondents are required to promptly provide Applicant with any information being requested as part of PIA review.
 - b. Vendors may assist applicants with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.
 - c. For all responses that include construction, the respondent agrees, by submitting its bid, to produce all construction labor, construction materials and other cost information requested during PIA review.
 - d. **All responses must agree, in writing, to this section in the Appendix C Checklist. Failure to answer is grounds for disqualification.**
13. Required Notice to Proceed and Funding Availability
- a. Applicant will follow the purchasing policies of the Pender County School Board and requirements and procedures of the FCC's E-rate program as administered by the Universal Service Administrative Company to be eligible for all available funding.
 - b. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the district's issuance of a written Notice to Proceed.
 - c. E-rate funding notification alone will not signify Notice to Proceed. The district will have the right to allow the contract to expire without implementation if appropriate funding (including any state matching funds) does not become available.
14. Your submission is a public document. A service provider's entire response to a request for proposals and the resulting contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract. All submissions are subject to public disclosure without notice.

Section 6: Evaluation Criteria

1. E-rate eligible costs: the total cost of ownership for the eligible components of the proposed service. The total cost of ownership takes into account all one-time and recurring costs. Note that E-rate eligible costs refer to the pre-discount cost of the solution, not the post-discount portion of costs that are the responsibility of the Applicant. This criterion must be the highest weighted per E-rate program rules.
2. Quality of previous experiences with the company: Support, services delivered, personnel interactions, billing, etc.
3. Proposed contract terms and conditions: The proposed contract has flexibility and terms desired by the Applicant.
4. E-rate ineligible costs: Any costs of the proposed service that are not eligible for E-rate funding. This does not refer to the post-discount portion of eligible costs that are the responsibility of the Applicant.
5. Understanding of needs: Adherence to bid specifications as stated in the RFP.

Appendix A

Sites

	Entity Number	Site Name	Address	City	State	Zip	Current Bandwidth
1	29674	C.F. Pope Elementary School	400 N Wright St	Burgaw	NC	28425	1 Gbps
2	29673	Burgaw Middle School	500 S Wright St	Burgaw	NC	28425	1 Gbps
3	209643	Cape Fear Elementary School	1882 NC HWY 133	Rocky Point	NC	28457	1 Gbps
4	209644	Cape Fear Middle School	1886 NC HWY 133	Rocky Point	NC	28457	1 Gbps
5	222803	Heide Trask High School	14328 NC HWY 210	Rocky Point	NC	28457	1 Gbps
6	29671	Malpass Corner Elementary School	4992 Malpass Corner Rd	Burgaw	NC	28425	1 Gbps
7	29695	North Topsail Elementary School	1310 Sloop Point Loop Rd	Hampstead	NC	28443	1 Gbps
8	16038944	Pender Early College High School	100 Industrial Drive	Burgaw	NC	28425	1 Gbps
9	29672	Pender High School	5380 NC HWY 53 West	Burgaw	NC	28425	1 Gbps
10	17030219	Pender Innovative Learning Academy	1892 NC Hwy 133	Rocky Point	NC	28457	Shared
11	29748	Penderlea School	82 Penderlea School Road	Willard	NC	28478	1 Gbps
12	29715	Rocky Point Elementary School	255 Elementary School Rd.	Rocky Point	NC	28457	1 Gbps
13	16057267	South Topsail Elementary School	997 Hoover Road	Hampstead	NC	28443	1 Gbps
14	17013876	Surf City Elementary School	12345 A Literacy Ln	Hampstead	NC	28443	1 Gbps
15	17026101	Surf City Middle School	12345 B Literacy Ln	Hampstead	NC	28443	1 Gbps
16	29698	Topsail Annandale Elementary School	17385 Hwy 17	Hampstead	NC	28443	1 Gbps
17	29696	Topsail High School	245 N. Saint Johns Church Road	Hampstead	NC	28443	1 Gbps
18	29697	Topsail Middle School	17445 US HWY 17	Hampstead	NC	28443	1 Gbps
19	29670	West Pender Middle School	10750 HWY 53 West	Burgaw	NC	28425	1 Gbps
20	16082299	Pender Head Start Admin	210 E FREEMONT ST	Burgaw	NC	28425	1 Gbps
21	16057268	Pender County Resource Center	798 US HWY 117 SOUTH	Burgaw	NC	28425	1 Gbps
22	16030383	Pender County Central Office	925 Penderlea Hwy	Burgaw	NC	28443	10 Gbps
23	Future School	J.H. Lea Elementary School	Future School	Hampstead	NC	28443	N/A
24	Future School	J.H. Lea Middle School	Future School	Hampstead	NC	28443	N/A
25	Future Site	Future Site	Future Site	N/A	NC	N/A	N/A
26	Future Site	Future Site	Future Site	N/A	NC	N/A	N/A

Appendix B

References

School District or Library System	Contact Name	Email Address	Telephone Number

Appendix C

Checklist

- 3-year with five 1-year extensions
 - Up to 10 Gbps per site and 40 Gbps at Hub Site options included.
- 5-year with five 1-year extensions
 - Up to 10 Gbps per site and 40 Gbps at Hub Site options included.
- Network design illustrated
- Construction routes are included
- Design provides resiliency
- Construction details (if needed)
- Bandwidth is scalable
- Pricing spreadsheet is attached
 - Pricing includes NRC
 - Pricing includes MRC
 - Pricing includes all taxes and fees, including current rate for USF
 - Understand that costs added to the quote after the bid is submitted are the responsibility of the company and not the Applicant
- Single provider for all sites
- The contract will allow for bandwidth upgrades via a contract amendment
- Site additions or reductions will be addressed via a contract amendment
- Disconnect fees
- Downgrade fees
- Agree to SLA
- Proposal includes all site names and addresses if applicable.
- If notified of winning this bid, the contract will include all site names and addresses
- Cut-over dates
- Three references
- It is understood that failure to provide all items requested in this RFP are grounds for disqualification
- USAC 498 ID (SPIN)
- Service provider must provide proof of Green Light Status.
- An aggregate uptime of 99.9% uptime will be provided
- Circuits will not be throttled
- Protest deadlines are understood
- The contract will include a statement that all fees will be covered by the new vendor for any service not in place by **July 1, 2026**.
- By submitting a proposal, we are agreeing to the requirements of the RFP
- SLA Portal (Ticket submission, network utilization, progression, tracking, etc.)

Appendix D

Sites

	Site	Proposed Bandwidth	E-Rate Eligible Monthly Rate	E-Rate Ineligible Monthly Rate	E-rate Eligible Nonrecurring Charge	E-Rate Ineligible Nonrecurring Charge
1	C.F. Pope Elementary School					
2	Burgaw Middle School					
3	Cape Fear Elementary School					
4	Cape Fear Middle School					
5	Heide Trask High School					
6	Malpass Corner Elementary School					
7	North Topsail Elementary School					
8	Pender Early College High School					
9	Pender High School					
10	Pender Innovative Learning Academy					
11	Penderlea School					
12	Rocky Point Elementary School					
13	South Topsail Elementary School					
14	Surf City Elementary School					
15	Surf City Middle School					
16	Topsail Annandale Elementary School					
17	Topsail High School					
18	Topsail Middle School					
19	West Pender Middle School					
20	Pender Head Start Admin					
21	Pender County Resource Center					
22	Pender County Central Office					
23	J.H. Lea Elementary School					
24	J.H. Lea Middle School					
25	Future Site					
26	Future Site					