



CUMBERLAND COUNTY SCHOOLS	REQUEST FOR PROPOSALS BUS WIFI# 173-24020
<p>Direct all inquiries concerning this bid to: Cumberland County Schools <b>Attention: Currie Sutton</b></p> <p>All questions must be submitted via email no later than 12:00 P.M. EST <b><u>February 13, 2024</u></b></p>	<p><b>Please return one (1) hard copy and one (1) digital copy (in the same package) of your response to Cumberland County Schools, c/o Epic Communications, 31225 Bainbridge Road, Suite H, Solon, OH 44139 ATTENTION: Ms. Currie Sutton</b></p> <p><b><u>All responses are due by 2:00 P.M. EST, February 27, 2024.</u></b></p> <p><b>All responses must be signed and have the pricing spreadsheet returned with the response.</b></p>
<p>Email: <a href="mailto:currieasutton@epicinc.org">currieasutton@epicinc.org</a></p>	<p>Date of E-Rate Service July 1, 2024 through June 30, 2027 <i>With two possible voluntary extensions of 12 months each.</i></p>

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

**NOTICE TO BIDDERS:** Proposals subject to the conditions herein will be received until 2:00 P.M. ET February 27, 2024.

All responses must have the bid number have the bid number **BUS WIFI# 173-24020** notated on the outside of the package.



<b>CUMBERLAND COUNTY SCHOOLS</b>	<b>REQUEST FOR PROPOSALS NO: BUS WIFI# 173-24020</b>
<b>REQUEST FOR PROPOSALS FOR BUS WI-FI SERVICE MULTI-YEAR CONTRACT</b>	
<b>RFP RELEASE DATE: January 30, 2024</b>	<b>LAST DAY FOR QUESTIONS: February 13, 2024</b>
<b>RFP RESPONSE DATE: February 27, 2024</b>	
<p>Cumberland County Schools does not discriminate on the basis of age, race, color, national or ethnic origin, sex, or handicap in employment practices or in administration of any of its educational programs and activities in accordance with applicable federal statutes and regulations.</p>	

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**Cumberland County Schools is soliciting Bus Wi-Fi Service proposals from qualified Service Providers for the services listed in Section V.**

**I. INSTRUCTIONS TO BIDDER AND GENERAL TERMS AND CONDITIONS**

1. E-Rate instructions: This bid will be issued at the same time the FCC Form 470 is filed; this bid will remain posted for no less than 28 days. It is the responsibility of the service provider to follow and track updates to the Form 470 within the E-Rate Productivity Center (EPC) a.k.a. The E-Rate Portal, for responses to questions that may be received during the bidding process.
2. Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.
3. **One (1) clearly identified sealed original of your proposal as well as one (1) digital media (CD, DVD, USB drive) copy is required for district evaluation. The digital version must include pricing in a spreadsheet format. The printed version should be loosely bound. Both versions should be mailed in the same package.** Responsive proposals should provide straightforward, concise information that satisfies the requirements of this RFP. Emphasis should be placed on skills and experience that respond to the needs of the School District, the requirements of this RFP, and completeness and clarity of content.

**Please return pages that include references, execution page, all pricing in excel format, and ATTACHMENTS B, C, D, and E as indicated in the RFP.**

4. The District shall not be responsible for unidentified proposals.
5. All entries shall be entered in ink or typewritten and shall remain firm for a period of not less than **180 days**. Mistakes may be crossed out and corrections inserted adjacent thereto, and shall be initialed, in ink, by the person signing the proposal.
6. Offers, amendments thereto or withdrawal requests must be received by the time advertised for proposal opening to be timely filed. It is the vendor's sole responsibility to insure these documents are received by the person (or office) at the time indicated in the solicitation document.
7. By submission of an offer, you are guaranteeing that all services meet the requirements of the solicitation.
8. The District reserves the right to select such proposal which it deems appropriate and is not bound to accept any proposal based upon price alone. Any award resulting from this bid shall be made to the responsive and responsible offeror whose proposal is determined to be most advantageous to the District taking into consideration price as the most heavily weighted factor and the other evaluation factors set forth herein.
9. Every effort has been made to ensure that all information needed by the offeror is included herein. If an offeror finds that the proposal cannot be completed without additional information, if there are any questions for this bid, please direct those to: [currieasutton@epicinc.org](mailto:currieasutton@epicinc.org). All replies to the questions shall be in writing. All questions and written replies will be distributed to all offerors and will be regarded as a part hereof.

10. **Prohibition of Gratuities:** Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by North Carolina law.
11. **Offeror's Qualifications:** When applicable in its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State of North Carolina. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.
12. **Offeror's Responsibility:** By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for Cumberland County Schools to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period.
13. **Competition:** This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the district in writing. The solicitation may or may not change, but a review of such notification will be made prior to award.
14. **Proposal Evaluation:** Proposals received on-time will be evaluated based on the E-Rate criteria as outlined below. The following factors will be used in evaluating bid responses; price is weighted higher than any other single factor. At their option, the evaluators may request oral presentations or discussion with any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal.

Factor	Weight
E-Rate Eligible Price/Cost	30
Coverage of Service within the County	25
Prior System Experience	20
24/7/365 Monitoring Capabilities of Service	10
Vendor References	10
Completeness of Proposal, General Terms and Conditions	5
Total	100

15. The district reserves the right to ask clarifying questions of Vendors and to request best and final offers upon review of initial proposals.
16. The district reserves the right to select the proposal which it deems most appropriate and is not bound to accept any proposal based solely upon price. Any award resulting from this bid shall be made to the offeror whose proposal is determined to be most advantageous to the district taking into consideration price and the evaluation factors set forth herein.
17. The document that will form the contract shall include the entire solicitation, all amendments, the winning offeror's proposal and the subsequent "Contract Agreement".
18. **Force Majeure:** Neither the District nor the successful offeror shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement. If a force majeure event extends for a period in excess of 30 days in the aggregate, either Party may immediately terminate this Agreement upon written notice.
19. **Award:** It is the intent of Cumberland County Schools to award this RFP to the responsible and most cost-effective bidder(s) who best matches the needs of Cumberland County Schools. The status of a Vendor's E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a contract under this RFP. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of proposal opening may, at the District's discretion, be disqualified from further evaluation or consideration. Cumberland County Schools reserves the right to waive any minor informality or technicality in proposals received.
20. **Non- Appropriations:** Any contract entered into by the owner resulting from this solicitation shall be subject to cancellation without damages of further obligation when funds are not appropriated or otherwise made available to support continuation of performance on a subsequent fiscal period or appropriated year.
21. **Arbitration:** Under no circumstances and with no exception will the District act as arbitrator between the Offeror and any sub-contractor.
22. **Change Orders:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Appointed Contracting Officer.
23. **Special Notation:** The Purchasing Department is acting under that authority given to it in the District Procurement Policy to procure contracts. The resulting contract is between the District and the successful offeror. The Purchasing Department bears no liability for any damages that any party may incur in the execution or enforcement of the contract.

24. **ALL BIDS MUST BE SIGNED.** (See Bid Submission Form). Unsigned bids will not be considered. An authorized representative of the bidder shall sign all bids before submission. A corporate signature without an individual name is not an acceptable signature.
25. **Notice for Taxes, USF Fees, Travel, and Living Expenses:**  
All prices/rates quoted must be inclusive of all taxes (local, state, and federal) and USF fees.  
  
Please provide a complete proposal, avoiding any hidden items, and include any estimates for labor, equipment delivery, licenses, as well as cost-reimbursable items such as travel, and out-of-pocket expenses.  
  
The winning Vendor shall not invoice for any amounts not specifically allowed for in this RFP
26. **Payment Terms and Invoices:** Invoices must be submitted to the Accounts Payable Office on the Vendor(s) official letterhead/stationery. Invoices must bear the correct contract number/purchase order number to ensure prompt payment. The Vendor's failure to include the correct purchase order number may cause delay in payment. Invoices must include an accurate description of the work/items for which the invoice is being submitted, the invoice date, the period of time covered when applicable, the amount of fees due to the Vendor and the original signature of the Vendor's project manager. The Vendor will be compensated at the rates quoted in the Vendor's Cost Proposal. The Vendor will be paid net thirty (30) calendar days after the Vendor's invoice is approved by Cumberland County Schools.
27. **SPIN Number:** Please include SERVICE PROVIDER INFORMATION NUMBER (SPIN) for E-Rate purposes.
28. **References:** Vendors must provide a minimum of three (3) current references of similar services/solutions they have provided, including contact information (see section IV).
29. **Read, Review, and Comply:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
30. **Late Proposals:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
31. **Acceptance and Rejection:** Cumberland County Schools reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
32. **Basis for Rejection:** Pursuant to 01 NCAC 05B .0501, Cumberland County Schools reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to Cumberland County Schools, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of Cumberland County Schools.

33. **Execution:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
34. **Order of Precedence:** In cases of conflict between specific provisions in this solicitation or those in any resulting contract, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this RFP, including any negotiated terms; (2) requirements and specifications in Sections 5 and 6 of this RFP; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT A: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in this RFP; and (5) Vendor's Proposal.
35. **Information and Descriptive Literature:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this proposal, each Vendor must submit with their proposal sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Proposals that do not comply with these requirements shall be subject to rejection without further consideration.
36. **Sustainability:** To support the sustainability efforts of Cumberland County Schools of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
  - All copies of the proposal are printed double sided.
  - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
  - Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders and paper clips (NOT STAPLES) are acceptable.
  - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
37. **Historically Underutilized Businesses:** Pursuant to General Statute 143-48 and Executive Order #150 (1999), Cumberland County Schools invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
38. **Reciprocal Preference:** G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to the price of any proposal from a North Carolina resident Vendor. The "Principal Place of Business" is defined as that principal place from which the trade or business of the Vendor is directed or managed.
39. **Confidential Information:** To the extent permitted by applicable statutes and rules, the State will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.



40. **Protest Procedures:** When a Vendor wishes to protest a Contract resulting from this solicitation that is awarded by the Division of Purchase and Contract, or awarded by an agency in an awarded amount of at least \$25,000, a Vendor shall submit a written request addressed to the Cumberland County Schools' District Office, 2465 Gillespie Street, Fayetteville, NC 28306. A protest request related to an award amount of less than \$25,000 shall be sent to the purchasing officer of the agency that issued the award. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note:** Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to a solicitation. Proposal status and Award notices are posted on the Internet at <https://www.ips.state.nc.us/ips/>. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.
41. **Miscellaneous:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.
42. **Communications by Vendors:** In submitting its proposal, the Vendor agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this RFP. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of Cumberland County Schools concerning the solicitation, during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the Contract), unless Cumberland County Schools directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this RFP. Vendors not in compliance with this provision may be disqualified, at the option of Cumberland County Schools, from the Contract award. Only those communications with the using agency or issuing agency authorized by this RFP are permitted.
43. **Vendor Registration and Solicitation Notification System:** Vendor Link NC allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information are available at the following website <http://ncadmin.nc.gov/about-doa/divisions/purchase-contract>.
44. **Withdrawal of Proposal:** a Proposal may be withdrawn only in writing and actually received by the office issuing the RFP prior to the time for the opening of Proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). A withdrawal request must be on Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of Proposals shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.
45. **Informal Comments:** Cumberland County Schools shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of Cumberland County Schools during the competitive process or after award. Cumberland County Schools is bound only by information provided in this RFP and in formal Addenda issued through IPS.
46. **Cost for Proposal Preparation:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; Cumberland County Schools of North Carolina will not reimburse any Vendor for any costs incurred prior to award.

47. **Vendor's Representative:** Each Vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
48. **Subcontracting:** Unless expressly prohibited, a Vendor may propose to subcontract portions of the work to identified subcontractor(s), provided that its proposal clearly describes what work it plans to subcontract and that Vendor includes in its proposal all information regarding employees, business experience, and other information for each proposed subcontractor that is required to be provided for Vendor itself.
49. **Inspection at Vendor's Site:** Cumberland County Schools reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for Cumberland County Schools determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
50. **DISQUALIFICATION:** Responders should be aware of the following reasons that may be used for bid response disqualification.
- Cumberland County Schools may reject an erroneous bid after the bid opening if any, some, or all of the following conditions exist: (1) an error was made; (2) the error materially affected the bid; (3) rejection of the bid would not cause a hardship on the district, other than losing an opportunity to receive commodities at a reduced cost; and (4) enforcement of the part of the bid in error would be unconscionable. If a bid is rejected, documented evidence shall be maintained that all of the conditions set forth in this subdivision exist;
  - Vendor is on Red Light status with the FCC or is delinquent on a debt to a state or federal government agency or entity;
  - Vendor is not authorized to do business in North Carolina;
  - Vendor does not sign the RFP documentation;
  - Vendor has not been in business for at least 5 years performing the services or furnishing the equipment required in this RFP;
  - Vendor does not have an E-Rate SPIN number;
  - Vendor cannot provide all the services listed in the RFP unless otherwise noted in this solicitation that separate contracts may be awarded for subsets of equipment and/or services; and
  - Vendor does not agree to provide discounted billing to the District if requested.

## II. BUILDING LOCATIONS

BUSES travel to the following locations within the Cumberland County School District:

School Name	Address	City, State, ZIP
Alderman Road Elementary	2860 Alderman Road	Fayetteville, NC 28306
Alma Easom Elementary	1610 Westlawn Avenue	Fayetteville, NC 28305
Armstrong Elementary	3395 Dunn Road	Eastover, NC 28312
Ashley Elementary	810 Trainer Drive	Fayetteville, NC 28304
Beaver Dam Elementary	12059 NC Highway 210	Roseboro, NC 28382
Benjamin Martin Elementary	430 N. Reilly Road	Fayetteville, NC 28303
Bill Hefner Elementary	7059 Calamar Drive	Fayetteville, NC 28314
Brentwood Elementary	1115 Bingham Drive	Fayetteville, NC 28304
C. Wayne Collier Elementary	3522 Sturbridge Drive	Hope Mills, NC 28348
Cliffdale Elementary	6450 Cliffdale Road	Fayetteville, NC 28314
College Lakes Elementary	4963 Rosehill Road	Fayetteville, NC 28311
Cumberland Mills Elementary	2576 Hope Mills Road	Fayetteville, NC 28306
Cumberland Road Elementary	2700 Cumberland Road	Fayetteville, NC 28306
District 7 Elementary	5721 Smithfield Road	Wade, NC 28395
E. Melvin Honeycutt Elementary	4665 Lakewood Drive	Fayetteville, NC 28306
E.E Miller Elementary	1361 Rim Road	Fayetteville, NC 28314
Eastover Central Elementary	5174 Dunn Road	Eastover, NC 28312
Ed V. Baldwin Elementary	4441 Legion Road	Hope Mills, NC 28348
Elizabeth Cashwell Elementary	2970 Legion Road	Fayetteville, NC 28306
Ferguson-Easley Elementary	1857 Seabrook Road	Fayetteville, NC 28301
Gallberry Farm Elementary	8019 Byerly Drive	Hope Mills, NC 28348
Gray's Creek Elementary	2964 School Road	Hope Mills, NC 28348
Howard Hall Elementary	526 Andrews Road	Fayetteville, NC 28311
J.W. Coon Elementary	905 Hope Mills Road	Fayetteville, NC 28304
J.W. Seabrook Elementary	4619 NC Highway 210 S	Fayetteville, NC 28312
Lake Rim Elementary	1455 Hoke Loop	Fayetteville, NC 28314
Long Hill Elementary	6490 Ramsey Street	Fayetteville, NC 28311
Loyd Auman Elementary	6882 Raeford Road	Fayetteville, NC 28304
Lucile Souders Elementary	128 Hillview Avenue	Fayetteville, NC 28301
Manchester Elementary	611 Spring Avenue	Spring Lake, NC 28390
Margaret Willis Elementary	1412 Belvedere Avenue	Fayetteville, NC 28305
Mary Mc Arthur Elementary	3809 Village Drive	Fayetteville, NC 28304
Montclair Elementary	555 Glensford Drive	Fayetteville, NC 28314
Morganton Road Elementary	102 Bonanza Drive	Fayetteville, NC 28303
New Century International Elementary	7465 Century Circle	Fayetteville, NC 28306
Ponderosa Elementary	311 Bonanza Drive	Fayetteville, NC 28303
Raleigh Road Elementary	8330 Ramsey Street	Linden, NC 28356

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School Name	Address	City, State, ZIP
Rockfish Elementary	5763 Rockfish Road	Hope Mills, NC 28348
Sherwood Park Elementary	2115 Hope Mills Road	Fayetteville, NC 28304
Stedman Elementary	7370 Clinton Road	Stedman, NC 28391
Stedman Primary Elementary	155 E. First Street	Stedman, NC 28391
Stoney Point Elementary	7411 Rockfish Road	Fayetteville, NC 28306
Sunnyside Elementary	3876 Sunnyside School Road	Fayetteville, NC 28312
Vanstory Hills Elementary	400 Foxhall Road	Fayetteville, NC 28303
W.T. Brown Elementary	2522 Andrews Church Road	Spring Lake, NC 28390
Walker-Spivey Elementary	500 Fisher Street	Fayetteville, NC 28301
Warrenwood Elementary	4618 Rosehill Road	Fayetteville, NC 28311
Westarea Elementary	941 Country Club Drive	Fayetteville, NC 28301
William H. Owen Elementary	4533 Raeford Road	Fayetteville, NC 28304
Anne Chesnutt Middle School	2121 Skibo Road	Fayetteville, NC 28314
Douglas Byrd Middle School	1616 Ireland Drive	Fayetteville, NC 28304
Gray's Creek Middle School	5151 Celebration Drive	Hope Mills, NC 28348
Hope Mills Middle School	4975 Cameron Road	Hope Mills, NC 28348
Howard Learning Academy	1608 Camden Road	Fayetteville, NC 28306
John Griffin Middle School	5551 Fisher Road	Fayetteville, NC 28304
Lewis Chapel Middle School	2150 Skibo Road	Fayetteville, NC 28314
Luther Nick Jeralds Middle School	2517 Ramsey Street	Fayetteville, NC 28301
Mac Williams Middle School	4644 Clinton Road	Fayetteville, NC 28312
Max Abbott Middle School	590 Winding Creek Road	Fayetteville, NC 28305
New Century International Middle	7455 Century Circle	Fayetteville, NC 28306
Pine Forest Middle School	6901 Ramsey Street	Fayetteville, NC 28311
Reid Ross Classical School	3200 Ramsey Street	Fayetteville, NC 28301
Seventy-First Classical	6830 Raeford Road	Fayetteville, NC 28304
South View Middle School	4100 Elk Road	Hope Mills, NC 28348
Spring Lake Middle School	612 Spring Avenue	Spring Lake, NC 28390
Westover Middle School	275 Bonanza Drive	Fayetteville, NC 28303

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School Name	Address	City, State, ZIP
Alger B. Wilkins High School	1429 Skibo Road	Fayetteville, NC 28303
Cape Fear High School	4762 Clinton Road	Fayetteville, NC 28312
Cross Creek Early College Cumberland International Early College	1200 Murchison Road Butler Building, Suite 100 (One circuit only)	Fayetteville, NC 28301
Cumberland Polytechnic High	2201 Hull Road	Fayetteville, NC 28303
Douglas Byrd High School	1624 Ireland Drive	Fayetteville, NC 28304
E.E. Smith High School	1800 Seabrook Road	Fayetteville, NC 28301
Gray's Creek High School	5301 Celebration Drive	Hope Mills, NC 28348
Jack Britt High School	7403 Rockfish Road	Fayetteville, NC 28306
Massey Hill Classical	1062 Southern Avenue	Fayetteville, NC 28306
Pine Forest High School	525 Andrews Road	Fayetteville, NC 28311
Ramsey Street High School	117 Quincy Street	Fayetteville, NC 28301
Seventy-First High School	6764 Raeford Road	Fayetteville, NC 28304
South View High School	4184 Elk Road	Hope Mills, NC 28348
Terry Sanford High School	2301 Fort Bragg Road	Fayetteville NC 28303
Westover High School	277 Bonanza Drive	Fayetteville, NC 28303
Cumberland County Board of Education Office	2491 Gillespie Street	Fayetteville, NC 28306
Cumberland County District Office	2465 Gillespie Street	Fayetteville, NC 28306
Cumberland County Operations Center	810 Gillespie Street	Fayetteville, NC 28306
Educational Resource Center	396 Elementary Drive	Fayetteville, NC 28301
Hillsboro Street NIF	1307 Hillsboro Street	Fayetteville, NC 28301
Prime Time Admin Office	1114 Gillespie Street	Fayetteville, NC 28306
T.C. Berrien NIF Cumberland Academy K-5 Elementary Cumberland Academy 6-12	800 North Street (One circuit only)	Fayetteville, NC 28301

**The District reserves the right, through the life of the contract, to remove buildings and services at no additional charges if the configurations of the entities change within the District in response to budgets, population shifts, enrollment changes, Board of Education decisions, and/or circumstances outside the District's control.**

### III. DATES AND ACTIVITIES

1. If there are any questions for this bid, please direct those to: [currieasutton@epicinc.org](mailto:currieasutton@epicinc.org).

Deadline for questions will be February 13, 2024 at 12:00 pm. No questions will be accepted after this time.

**ALL QUESTIONS MUST BE SUBMITTED IN WRITING BY EMAIL TO THE EMAIL ADDRESS LISTED ABOVE. NO QUESTIONS will be received by telephone. Questions received after the date and time listed above will not be considered.**

2. **RELEVANT DATES:**

Event	Date
Release bid to Bidders	January 30, 2024
Deadline for bid Questions	February 13, 2024, 12:00 pm EST
Deadline for Proposal Submission	February 27, 2024, 2:00 pm EST
Date of E-Rate Service	Date of E-Rate Service July 1, 2024 through June 30, 2027 <i>With two possible voluntary extensions of 12 months each.</i>

3. **TO SUBMIT BIDS:**

**Please return one (1) hard copy and one (1) digital copy of your response to  
Cumberland County Schools,  
c/o Epic Communications,  
31225 Bainbridge Road,  
Suite H, Solon, OH 44139  
ATTENTION: Ms. Currie Sutton**

**All responses must be signed and have the pricing spreadsheet returned with the response. Please notate bid number BUS WIFI# 173-24020 on the outside of the package.**

**IV. EXECUTION PAGE<sup>1</sup>****EXECUTION**

In compliance with this Request for Proposals, and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this proposal, the undersigned Vendor certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

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

Offer valid for at least 180 days from date of proposal opening. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

**ACCEPTANCE OF PROPOSAL**

If any or all parts of this proposal are accepted by Cumberland County Schools, an authorized representative of Cumberland County Schools shall enter into a contractual agreement for these services.

<sup>1</sup> Please return this page with your company's response

**V. SERVICE DESCRIPTION:**

Cumberland County Schools is seeking proposals quantity of sixty (60) cellular based wireless Internet access services for sixty (60) District School Buses that provides comprehensive coverage in Cumberland County, NC. This cannot be a shared data service.

**THIS RFP IS FOR WI-FI SERVICE ONLY**

Vendors capable of providing wireless Internet service may submit a bid that meets the requirements set forth in this RFP document. A vendor will be selected who meets the needs of the program as described.

**MONTHLY Wi-Fi SERVICE FOR DISTRICT BUSES**

Number of buses: 60

Minimum Internet download speed: 15Mbps

Minimum Internet download speed: 5Mbps

**EXISTING EQUIPMENT IN BUSES:**

- ConnectED BUS™
- Peplink MAX Transit Router
- AG 67 – 5 Lead Bolt Mount External Dome Antenna
- AG Multi-MIMO – 2 Lead On Bus Directional Wi-Fi Antenna

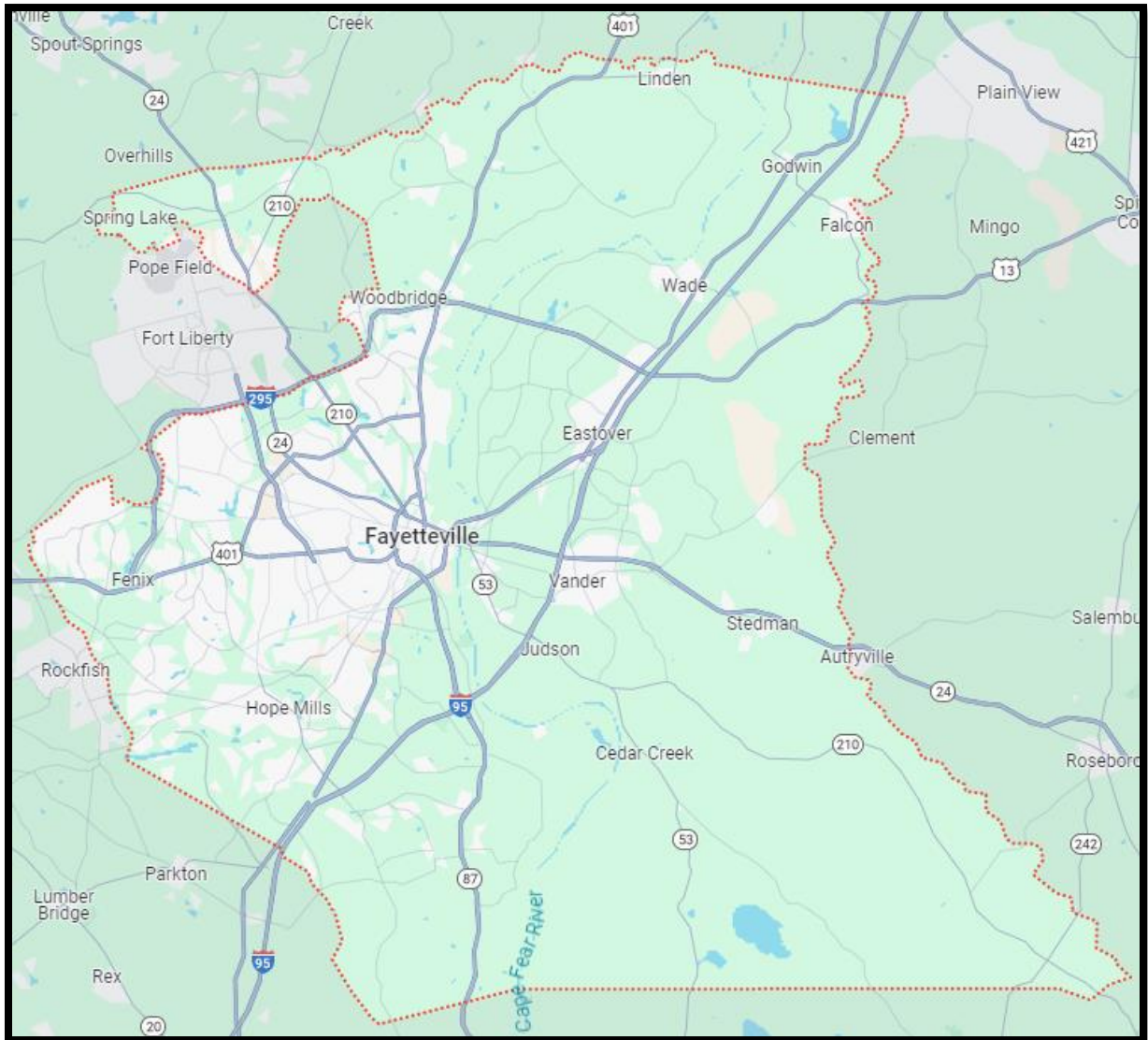
This equipment will need the Wi-Fi service for the 60 Buses where the equipment is already installed.

Please provide the pricing for the Wi-Fi Service in spreadsheet.

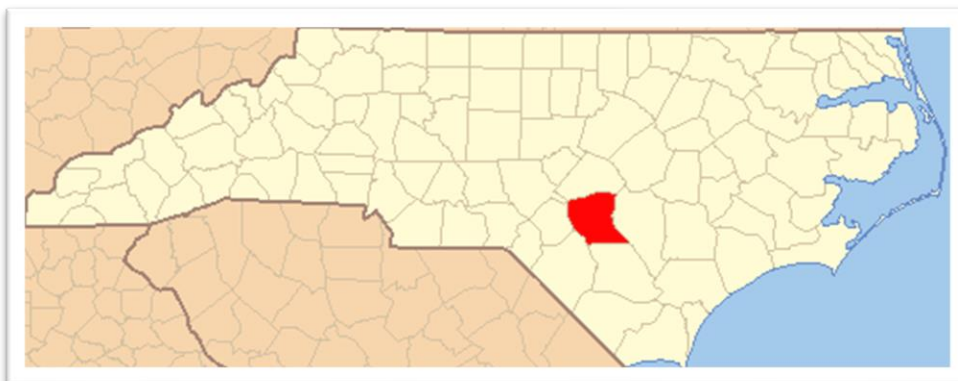


**Service Location:** The following is a map showing the geographic area in which the buses will need Wi-Fi service. Bidders must have sufficiently strong signal coverage in this area.

© Google Maps 2024:



© Wikipedia 2024:



## VI. E-RATE ELIGIBLE PRICING MATRICES:<sup>2</sup>

### MONTHLY Wi-Fi SERVICE ON BUSES:

**All pricing must be submitted in a digital format using the “Pricing Spreadsheet” that is included as a separate Excel spreadsheet with this RFP.**

Bidders are required to provide **all of the following information and documentation to meet the mandatory minimum bid requirements.** Failure to comply with these requirements may result in disqualification of the bid. The Applicant reserves the right to waive minor bidding defects.

#### **Mandatory Bid Requirements for Vendors:**

- A. Vendor’s map of service availability within the District’s boundaries and identification of any dead zones or areas with limited service availability.
- B. Completed bid template in Excel (no protected cells) and not in PDF.
- C. Provide all mandatory information required in the template.
- D. Quantities should be based on the information contained in the RFP.
- E. Itemize and describe any other mandatory charges that the customer must pay to implement the solution, such as software updates, license fees and/or mandatory maintenance or operation charges.
- F. Provide a sample contract or service order that the Vendor requires customers to sign.
- G. Applicant reserves the right to modify quantities.

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<sup>2</sup> Please return the pricing in the excel pricing spreadsheets – See note 3 in instructions to bidders  
©2024 EPIC COMMUNICATIONS, INC.

**VII. REFERENCES<sup>3</sup>**

**REFERENCE #1:**

\_\_\_\_\_  
NAME OF REFERENCE

\_\_\_\_\_  
CONTACT

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
EMAIL ADDRESS

**REFERENCE #2:**

\_\_\_\_\_  
NAME OF REFERENCE

\_\_\_\_\_  
CONTACT

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
EMAIL ADDRESS

**REFERENCE #3:**

\_\_\_\_\_  
NAME OF REFERENCE

\_\_\_\_\_  
CONTACT

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
<sup>3</sup> Please return this page with your company's response  
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## VIII. E-RATE REQUIREMENTS FOR VENDORS:

**Vendors submitting proposals under this RFP must agree to meet the following conditions relating to the E-Rate program and be willing to include such requirements in the Vendor's contract:**

Discounted Bills: Should the District so choose, Vendor must agree to provide discounted bills to District which reflect the net charges due to the District after E-Rate discounts have been reflected (also known as the "non- discount" amount). The Vendor will then invoice USAC using the Form 474 SPI form for the E-Rate discount amount. Vendor shall be solely responsible for timely filing invoices with USAC. Accordingly, Vendor understands and agrees that District will NOT be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing. Further, Vendor understands and agrees that District shall not be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC's refusal to pay. If the District's actions or failure to act are responsible for the non-payment of the Vendor's invoice with USAC, the District shall not be liable to Vendor and Vendor shall have no recourse against the District for the amount at issue until both the District and the Vendor have exhausted their administrative remedies of appeal to USAC and/or the FCC.

If Vendor learns of any federal, state or local investigation conducted by any regulatory authority or law enforcement authority that could have an adverse impact on the District's ability to continue to receive the benefit of E-Rate funding, Vendor must notify the District within 30 calendar days of learning of such investigation. The District reserves the right to cancel the agreement without penalty if the investigation impedes the District's ability in any way to receive the benefit of E-Rate funding, subject to any investigation of wrongdoing.

Vendor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendor's services and any subcontractors to the District. All such records shall be retained for 10 years following completion of services and/or installation of equipment, and shall be subject to inspection and audit by the District.

**Vendor must maintain and enforce an internal E-Rate audit process that ensures that Vendor complies with all E-Rate program rules and regulations. This process must include the following:**

- Where labor is involved, maintaining detailed, signed individual timesheets
- Ensuring that ineligible charges are not submitted to USAC
- Invoicing to USAC that is consistent with the contract and the District's Form 471.
- Ensuring that services or products are not provided to the District without District's express written permission or official purchase authorization
- Ensuring that District-approved substitute services or products are prominently noted on invoices submitted to USAC and the District
- When E-Rate eligible services or equipment are allocated or installed in multiple buildings, support for the allocation consistent with the amount and buildings identified in the Form 471
- Documenting that E-Rate funded services were provided within the allowable contract period and program year
- Charging proper FRN(s)
- Ensuring that invoices and USAC forms are submitted to the District in a timely manner
- Ensuring that USAC forms are filled out completely, accurately and on time
- Ensuring that Forms 472 are signed/dated by Vendor's representative in a timely manner
- Maintaining fixed asset list of E-Rate-supported equipment provided to the District with detailed information for each item (model number, serial number, product description) and made available to the District in electronic format upon project completion

## ATTACHMENT A: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

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

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

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the goods or services offered prior to their delivery, it shall be the responsibility of the Vendor to notify, in writing, the Contract Lead at once, indicating the specific regulation which required such alterations. Cumberland County Schools reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in this contract.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
  - a. G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
  - b. All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
  - c. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

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

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

### 13. **INSURANCE:**

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

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

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

14. **GENERAL INDEMNITY:** The Vendor shall hold and save Cumberland County Schools, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that Cumberland County Schools has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against Cumberland County Schools agents who are involved in the delivery or processing of Vendor goods or services to Cumberland County Schools. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

15. **INDEPENDENT CONTRACTOR:** Vendor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Vendor represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such employees shall not be employees of, or have any individual contractual relationship with Cumberland County Schools.
16. **KEY PERSONNEL:** Vendor shall not substitute key personnel assigned to the performance of this contract without prior written approval by Cumberland County Schools assigned Contract Lead. The individuals designated as key personnel for purposes of this contract are those specified in the RFP and persons identified in Vendor's proposal.
17. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Vendor or its employees shall not be subcontracted without prior written approval of the State's assigned Contract Administrator. Unless otherwise indicated, acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) that have been specified therein in accordance with paragraph 41 of Instructions to Vendor.
18. **TERMINATION FOR CONVENIENCE:** Cumberland County Schools may terminate this contract at any time by providing days' notice in writing from Cumberland County Schools to the Vendor. In that event, all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of Cumberland County Schools, become its property. If the contract is terminated by Cumberland County Schools as provided in this section, Cumberland County Schools shall pay for services satisfactorily completed by the Vendor, less any payment or compensation previously made.
19. **CONFIDENTIALITY:** Any State information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under this contract shall be kept as confidential, used only for the purpose(s) required to perform this contract and not divulged or made available to any individual or organization without the prior written approval of Cumberland County Schools.
20. **CARE OF PROPERTY:** The Vendor agrees that it shall be responsible for the proper custody and care of any property furnished it by Cumberland County Schools for use in connection with the performance of this contract or purchased by or for Cumberland County Schools for this contract, and Vendor will reimburse Cumberland County Schools for loss or damage of such property while in Vendor's custody.
21. **PROPERTY RIGHTS:** All deliverable items and materials produced for or as a result of this contract shall become the property of Cumberland County Schools, and Vendor hereby assigns all ownership rights in such deliverables, including all intellectual property rights, to Cumberland County Schools; provided, however, that as to any preexisting works imbedded in such deliverables, Vendor hereby grants Cumberland County Schools a fully-paid, perpetual license to copy, distribute and adapt the preexisting works.
22. **OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to Cumberland County Schools of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

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



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

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

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

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

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

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

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

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

## **ATTACHMENT B: CERTIFICATION OF FINANCIAL CONDITION<sup>4</sup>**

Name of Vendor: \_\_\_\_\_

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

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

Date of latest audit: \_\_\_\_\_

- ☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

- ☐ The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

- ☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

- ☐ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

- ☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

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

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

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

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

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

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<sup>4</sup> Please return this page with your company's response

## ATTACHMENT C: IRAN DIVESTMENT ACT CERTIFICATION<sup>5</sup>

### CERTIFICATION OF ELIGIBILITY Under the Iran Divestment Act

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

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

Vendor: \_\_\_\_\_

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

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

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

<sup>5</sup> Please return this page with your company's response

## **ATTACHMENT D: HISTORICALLY UNDERUTILIZED BUSINESSES<sup>6</sup>**

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

**HUB Category:**

**☐ Minority Owned; ☐ Woman Owned; ☐ Disabled Owned; ☐ Black; ☐ Hispanic; ☐ Asian American;**

**☐ American Indian; ☐ Disadvantaged; ☐ Female; ☐ Disabled Business; ☐ Other**

**☐ None of the Above**

**HISTORICALLY UNDERUTILIZED BUSINESSES: Pursuant to General Statute 143-48 and Executive Order #150, CCS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.**

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

**We made payment to someone who is not our employee.**

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

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

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

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

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<sup>6</sup> Please return this page with your company's response

**ATTACHMENT E: LUNSFORD ACT COMPLIANCE<sup>7</sup>****Sexual Offender Registry Check Certification Form**

Check the appropriate box to indicate the type of check:

- ☐ Initial  
☐ Supplemental  
☐ Annual

I, \_\_\_\_\_ (insert name), \_\_\_\_\_ (insert title) of \_\_\_\_\_ (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors ) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge 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. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

Contractual Personnel NamesJob Title

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

(attach additional page(s) if needed)

I attest that the forgoing information is true and accurate to the best of my knowledge.

\_\_\_\_\_ (print name)

\_\_\_\_\_ (signature)

\_\_\_\_\_ (title)

\_\_\_\_\_ (date)

<sup>7</sup> Please return this page with your company's response

NON-APPROPRIATION/CANCELLATION NOTIFICATION

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

Cumberland County Schools

By: \_\_\_\_\_

# CUMBERLAND COUNTY SCHOOLS

## BUS WI-FI BID SUBMISSION FORM

E-Rate Funding Year 2024

ALL MANDATORY BIDDING REQUIREMENTS ARE IN THE NARRATIVE RFP DOCUMENT.

### Service

Vendors Must Complete Columns A - J

# of Bus Wi-Fi Plans, based on RFP	Cellular Carrier Name	Advertised Service Speed	Base Price/Plan	Unit Cost - Taxes/Surcharges	Monthly Extended Cost	Has Vendor included a map of service availability within District boundaries? (Yes/No)	Minimum Service Term, if any (# months)	Is Vendor willing to turn off service and not bill during summer months? (Yes/No)	Is Vendor willing to provide discounted billing? (Yes/No)
60			\$0.00	\$0.00	\$0.00				

### Maintenance & Related Support Services (Not E-rate Eligible)

Vendors Must Complete Columns A - I

# of Wi-Fi Maintenance Plans, based on RFP	Cellular Carrier Name	Name of Maintenance Plan	# of Years of Maintenance Plan	Base Price/Plan	Unit Cost - Taxes/Surcharges	Monthly Extended Cost	Does plan include filtering and GPS tracking? (yes/no)	Is Vendor willing to turn off service and not bill during summer months? (Yes/No)
60				\$0.00	\$0.00	\$0.00		

*The quantities shown on the spreadsheets are estimates. The District reserves the right to increase or decrease quantities or timeframes as is needed to meet District needs.*

*Please add additional rows if necessary.*

*The Service Provider is responsible for pricing and formulas in this spreadsheet.*

## BID SUBMISSION FORM

**COMPANY NAME:**

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**E-RATE SPIN NUMBER**

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**ADDRESS:**

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**CITY, STATE ZIP:**

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**Company Contact:**

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*(This person must be able to answer questions about the quote submitted.)*

**Contact Phone:**

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**Contact Email:**

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