

<b>STATE OF NORTH CAROLINA BUNCOMBE COUNTY SCHOOLS</b>	<b>REQUEST FOR PROPOSAL NO. 3-20</b>	
	<b>Offers will be publicly opened:</b> February 28, 2020 AT 2:00 pm EST	
	<b>Issue Date:</b> 2/6/2020	
<b>Refer ALL inquiries regarding this RFP to:</b> Buncombe County Schools Purchasing <a href="mailto:askpurchasing@bcsemail.org">askpurchasing@bcsemail.org</a>		
	<b>Description:</b> Cellular Services for Buncombe County Schools - 2020	
	<b>Using Agency:</b> Buncombe County Schools	
<b>See page 2 for mailing instructions.</b>		

**OFFER AND ACCEPTANCE:** Buncombe County Schools seeks offers for the Services and/or goods described in this solicitation. All offers and responses received shall be treated as offers to contract. Buncombe County School's acceptance of any offer must be demonstrated by execution of the acceptance found below, and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence as follows: Best and Final Offers, if any, Special terms and conditions specific to this RFP, Specifications of the RFP, the Department of Information Technology Terms and Conditions, and the agreed portion of the awarded Vendor's offer.

**EXECUTION:** In compliance with this Request for Proposal, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all Services or goods upon which prices are offered, at the price(s) offered herein, within the time specified herein. By executing this offer, I certify that this offer is submitted competitively and without collusion.

**Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers are not acceptable.**

OFFEROR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY, STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for forty-five (45) days from date of offer opening unless otherwise stated here: \_\_\_\_ days

**ACCEPTANCE OF OFFER:** If any or all parts of this offer are accepted, an authorized representative of BUNCOMBE COUNTY SCHOOLS shall affix their signature hereto and this document and the documents identified above shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the awarded Vendor(s).

<p><b>FOR AGENCY USE ONLY</b></p> <p>Offer accepted and contract awarded this ____ day of _____, 20__, as indicated on attached certification, by _____ (Authorized representative of <b>BUNCOMBE COUNTY SCHOOLS</b>).</p>
--

**DELIVERY INSTRUCTIONS:** The Vendor must deliver one (1) **signed original** and one (1) **copy** of the Offer to Issuing Agency in a sealed package with Company Name and RFP Number clearly marked on the front. **Vendor must return all the pages of this solicitation in their response.** The Vendor must also submit one (1) signed, executed electronic copy of its offer on a USB Flash Drive(s). The files should not be password-protected and should be capable of being copied to other media.

Address envelope and insert offer number as shown below. Please note that the US Postal Service does not deliver any mail (US Postal Express, Certified, Priority, Overnight, etc.) on a set delivery schedule to this Office. **It is the responsibility of the Vendor to have the offer in this Office by the specified time and date of opening.**

<b>DELIVER TO: BUNCOMBE COUNTY SCHOOLS</b>
OFFER NUMBER: 3-20
Attn: Purchasing Department
175 Bingham Road
Asheville, NC 28806

Sealed offers, subject to the conditions made a part hereof, will be received at Buncombe County Schools, 175 Bingham Road, Asheville, NC 28806 until 2:00 pm Eastern Standard Time the day of opening and then opened, for furnishing and delivering the commodity as described herein. Offers must be submitted in a sealed package with the Execution page signed and dated by an official authorized to bind the Vendor's firm. Failure to return a signed offer shall result in disqualification. All offers must comply with Section VI, Proposal Content and Organization.

Offers will not be accepted by electronic means. This RFP is available electronically on the Buncombe County Schools Purchasing website at <https://www.buncombeschools.org/cms/One.aspx?portalId=92531&pageId=316936>. All inquiries regarding the RFP specifications or requirements are to be addressed to the contact person listed on Page One.

**NON-RESPONSIVE OFFERS:** Vendor offers will be deemed non-responsive by Buncombe County Schools and will be rejected without further consideration or evaluation if statements such as the following are included:

- "This offer does not constitute a binding offer",
- "This offer will be valid only if this offer is selected as a finalist or in the competitive range",
- "The Vendor does not commit or bind itself to any terms and conditions by this submission",
- "This document and all associated documents are non-binding and shall be used for discussion purposes only",
- "This offer will not be binding on either party until incorporated in a definitive agreement signed by authorized representatives of both parties", or
- A statement of similar intent.

**VENDOR'S LICENSE OR SUPPORT AGREEMENTS:** The terms and conditions of the Vendor's standard services, license, maintenance or other agreement(s) applicable to Services, Software and other Products acquired under this RFP may apply to the extent such terms and conditions do not materially change the terms and conditions of this RFP. In the event of any conflict between the terms and conditions of this RFP and the Vendor's standard agreement(s), the terms and conditions of this RFP relating to audit and records, jurisdiction, choice of law, the State's electronic procurement application of law or administrative rules, the remedy for intellectual property infringement and the exclusive remedies and limitation of liability and Conditions herein shall apply in all cases and supersede any provisions contained in the Vendor's relevant standard agreement or any other agreement. Buncombe County Schools shall not be obligated under any standard license and/or maintenance or other Vendor agreement(s) to indemnify or hold harmless the Vendor, its licensors, successors or assigns, nor arbitrate any dispute, nor pay late fees, legal fees or other similar costs.

**DIGITAL IMAGING:** Buncombe County Schools will digitize the Vendor's response if not received electronically, and any awarded contract together with associated contract documents. This electronic copy shall be a preservation record and serve as the official record of this solicitation with the same force and effect as the original written documents comprising such record. Any printout or other output readable by sight shown to reflect such record accurately is an "original."

**QUESTIONS CONCERNING RFP:** Written questions concerning this RFP will be received until Friday, February 21, 2020 at 2:00 pm Eastern Standard Time. They must be sent via e-mail to: [askpurchasing@bcsemail.org](mailto:askpurchasing@bcsemail.org). Please insert "Questions for RFP# 3-20" as the subject for the email. The questions should be submitted in the following format:

Page Number, Section Number	Vendor Question	Buncombe County School's Response

Buncombe County Schools will prepare responses to all written questions submitted, and post an addendum to the Buncombe County Schools Purchasing website at <https://www.buncombeschools.org/cms/One.aspx?portalId=92531&pageId=316936>. Oral answers are not binding.

**ADDENDUM TO RFP:** If a pre-offer conference is held or written questions are received prior to the submission date, an addendum comprising questions submitted and responses to such questions, or any additional terms deemed necessary by Buncombe County Schools will be posted to the Buncombe County Schools Purchasing website at <https://www.buncombeschools.org/cms/One.aspx?portalId=92531&pageId=316936>, and shall become an Addendum to this RFP. Vendors' questions posed orally at any pre-offer conference must be reduced to writing by the Vendor and provided to the Purchasing Officer.

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

**BASIS FOR REJECTION:** Pursuant to 9 NCAC 06B.0401, Buncombe 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 specifications or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to Buncombe County Schools; cancellation or other changes in the intended project, or other determination that the proposed specification 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 the State.

**NOTICE TO VENDORS:** Buncombe County Schools may, but will not be required, to evaluate or consider any additional terms and conditions submitted with an Offeror's response. This applies to any language appearing in or attached to the document as part of the Offeror's response. By execution and delivery of this Invitation for Offer and response(s), the Offer agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect unless such are specifically accepted by Buncombe County Schools.

**LATE OFFERS:** Regardless of cause, late offers will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to ensure delivery at the designated office by the designated time. Late offers will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

**VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The NC electronic Vendor Portal (eVP) allows Vendors to electronically register with the State to receive electronic notification of current procurement opportunities for goods and Services available on the Interactive Purchasing System at the following web site: <https://www.ips.state.nc.us/ips>

**POINTS OF CONTACT:** Contact by the Offeror with the persons shown below for contractual and technical matters related to this RFP is only permitted if expressly agreed to by the procurement officer named on page 2, or upon award of contract:

Vendor Contractual Point of Contact	Vendor Technical Point of Contact
<p>[NAME OF VENDOR]</p> <p>Street: [STREET ADDRESS]</p> <p>[CITY, STATE, ZIP]</p> <p>Attn: Assigned Contract Manager</p>	<p>[NAME OF VENDOR]</p> <p>Street: [STREET ADDRESS]</p> <p>[CITY, STATE, ZIP]</p> <p>Attn: Assigned Technical Lead</p>

State Contractual Point of Contact	State Technical Point of Contact
<p>[NAME OF DEPARTMENT]</p> <p>[DIVISION OR SUB AGENCY]</p> <p>Street: [STREET ADDRESS]</p> <p>[CITY, STATE, ZIP]</p> <p>Attn: Assigned Contracting Officer</p>	<p>[NAME OF DEPARTMENT]</p> <p>[DIVISION OR SUB AGENCY]</p> <p>Street: [STREET ADDRESS]</p> <p>[CITY, STATE, ZIP]</p> <p>Attn: Assigned Technical Lead</p>

**Table of Contents**

I. Introduction .....6

II. Bidding Information .....6

    A. Procurement Schedule .....6

    B. Instructions to Vendors.....6

    C. General Conditions for Proposals .....7

    D. Evaluation Process .....10

III. Specifications .....12

## **I. Introduction**

The purpose of this RFP and any resulting contract award is to solicit offers for RFP# 3-20.

The objective of this RFP is to solicit proposals for a two-year Cellular Phone Service and Equipment contract including unlimited messaging, mobile data, mobile “homework” hotspot and Wi-Fi calling. This will be a best overall value Information Technology service procurement per North Carolina General Statutes 143-129.8, 143-135.9 and 143B-1350.

*Definite Quantity Contract:* This request is for a close-ended contract between the awarded Vendor and Buncombe County Schools to furnish a pre-determined quantity of a good or service during a specified period of time.

In addition, Buncombe County Schools 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 specifications as to quantity, quality, delivery, service, geographical areas; and where other factors are deemed to be necessary or proper to the purchase in question.

## **II. Bidding Information**

### **A. Procurement Schedule**

The Procurement Manager will make every effort to adhere to the following schedule:

<b>Action</b>	<b>Responsibility</b>	<b>Date</b>
Issue of RFP	Purchasing Dept.	2/6/2020
Receive questions from Vendors	Purchasing Dept.	2/21/2020
Protest Deadline	Vendors	15 days after award

### **B. Instructions to Vendors**

Additional acronyms, definitions and abbreviations may be included in the text of the RFP.

- 1) Offers submitted electronically, or via facsimile (FAX) machine will not be accepted.
- 2) **EXECUTION:** Failure to sign under EXECUTION section will render offer invalid.
- 3) **PROMPT PAYMENT DISCOUNTS:** Vendors are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the Agreement except as a factor to aid in resolving cases of identical prices.
- 4) **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.
- 5) **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Electronic Vendor Portal (eVP) allows Vendors to electronically register with the State to receive electronic notification of current procurement opportunities for goods and Services available on the Interactive Purchasing System at the following web site: <https://vendor.ncgov.com/vendor/login>

- 6) **ORGANIZATION:** Vendors are directed to carefully review Section VI herein and fully comply with the content and organizational requirements therein.
- 7) **E-VERIFY:** Pursuant to N.C.G.S. §143B-1350(k), the State shall not enter into a contract unless the awarded Vendor and each of its subcontractors comply with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2. Vendors are directed to review the foregoing laws. Any awarded Vendor must submit a certification of compliance with E-Verify to the awarding agency, and on a periodic basis thereafter as may be required by the State.

### **C. General Conditions for Proposals**

- 1) **DEFINITIONS, ACRONYMS AND ABBREVIATIONS:** Generally, see 9 NCAC 06A.0102 for definitions. The following are additional defined terms:
  - a) **24x7:** A statement of availability of systems, communications, and/or supporting resources every hour (24) of each day (7 days weekly) throughout every year for periods specified herein. Where reasonable downtime is accepted, it will be stated herein. Otherwise, 24x7 implies NO loss of availability of systems, communications, and/or supporting resources.
  - b) **Deliverables:** Deliverables, as used herein, shall comprise all Hardware, Vendor Services, professional Services, Software and provided modifications to any Software, and incidental materials, including any goods, Software or Services access license, data, reports and documentation provided or created during the performance or provision of Services hereunder. Deliverables include "Work Product" and means any expression of Licensor's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, enhancements, and other technical information; but not source and object code or software.
  - c) **Goods:** Includes intangibles such as computer software; provided, however that this definition does not modify the definition of "goods" in the context of N.C.G.S. §25-2-105 (UCC definition of goods).
  - d) **Open Market Contract:** A contract for the purchase of goods or Services not covered by a term, technical, or convenience contract.
  - e) **Reasonable, Necessary or Proper:** as used herein shall be interpreted solely by Buncombe County Schools.
  - f) **RFP:** Request for Proposal
  - g) **Vendor:** Company, firm, corporation, partnership, individual, etc., submitting an offer in response to a solicitation.
- 2) **READ AND REVIEW:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all specifications, requirements and Buncombe County School's intent as specified herein. If a Vendor discovers an inconsistency, error or omission in this solicitation, the Vendor should request a clarification from the Buncombe County Schools contact person listed on the front page of the solicitation. Questions and clarifications must be submitted in writing and may be submitted by personal delivery, letter, fax or e-mail within the time period identified hereinabove.
- 3) **VENDOR RESPONSIBILITY:** The Vendor(s) will be responsible for investigating and recommending the most effective and efficient technical configuration. Consideration shall be given to the stability of the proposed configuration and the future direction of technology, confirming to the best of their ability that the recommended approach is not short lived. Several approaches may exist for hardware configurations, other products and any software. The Vendor(s) must provide a justification for their proposed hardware, product and software solution(s) along with costs thereof. Vendors are encouraged to present explanations of benefits and merits of their proposed solutions together with any accompanying Services, maintenance, warranties, value added Services or other criteria identified herein. The Vendor acknowledges that, to the extent the awarded contract involves the creation, research, investigation or generation of a future RFP or other solicitation; the Vendor will be precluded from bidding on the subsequent RFP or other solicitation and from serving as a subcontractor to an awarded vendor. Buncombe County Schools reserves the right to

disqualify any bidder if it is determined that the bidder has used its position (whether as an incumbent Vendor, or as a subcontractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP or other solicitation.

- 4) **ELIGIBLE VENDOR:** The Vendor certifies that in accordance with N.C.G.S. §143-59.1(b), Vendor is not an ineligible vendor as set forth in N.C.G.S. §143-59.1 (a).
- 5) **ORAL EXPLANATIONS:** Buncombe County Schools will not be bound by oral explanations or instructions given at any time during the bidding process or after award. Vendor contact regarding this RFP with anyone other than the Agency contact or procurement officer named on Page 2 above may be grounds for rejection of said Vendor's offer. Agency contact regarding this RFP with any Vendor may be grounds for cancellation of this RFP.
- 6) **INSUFFICIENCY OF REFERENCES TO OTHER DATA:** Only information that is received in response to this RFP will be evaluated. Reference to information previously submitted or Internet Website Addresses (URLs) will not suffice as a response to this solicitation.
- 7) **CONFLICT OF INTEREST:** Applicable standards may include: N.C.G.S. §§143B-1352 and 143B-1353, 14-234, and 133-32. The Vendor shall not knowingly employ, during the period of the Agreement, nor in the preparation of any response to this solicitation, any personnel who are, or have been, employed by a Vendor also in the employ of Buncombe County Schools and who are providing Services involving, or similar to, the scope and nature of this solicitation or the resulting contract.
- 8) **CONTRACT TERM:** A contract awarded pursuant to this RFP shall have an effective date as provided in the Notice of Award. The term shall be **two** (2) years and will expire upon the anniversary date of the effective date unless otherwise stated in the Notice of Award, or unless terminated earlier. Buncombe County Schools retains the option to extend the Agreement at its sole discretion.
- 9) **EFFECTIVE DATE:** This solicitation, including any Exhibits, or any resulting contract or amendment shall not become effective nor bind Buncombe County Schools until the appropriate Buncombe County Schools purchasing authority/official or Agency official has signed the document(s), contract or amendment; the effective award date has been completed on the document(s), by the Buncombe County Schools purchasing official, and that date has arrived or passed. Buncombe County Schools shall not be responsible for reimbursing the Vendor for goods provided nor Services rendered prior to the appropriate signatures and the arrival of the effective date of the Agreement. No contract shall be binding on Buncombe County Schools until an encumbrance of funds has been made for payment of the sums due under the Agreement.
- 10) **RECYCLING AND SOURCE REDUCTION:** It is the policy of this State and Buncombe County Schools 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 goods purchased. However, no sacrifice in quality of packaging will be acceptable. The Vendor remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Vendors are strongly urged to bring to the attention of the purchasers at the NCDIT Statewide IT Procurement Office those products or packaging they offer which have recycled content and that are recyclable.
- 11) **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to N.C.G.S. §§143B-1361(a), 143-48 and 143-128.4 and any applicable Executive Order, the State 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. Additional information may be found at: <http://ncadmin.nc.gov/businesses/hub/>.
- 12) **CLARIFICATIONS/INTERPRETATIONS:** Any and all amendments or revisions to this document shall be made by written addendum from the Buncombe County Schools Purchasing Officer.



Vendors may call the purchasing agent listed on the first page of this document to obtain a verbal status of contract award. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

- 13) **RIGHTS RESERVED:** While Buncombe County Schools has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by Buncombe County Schools to award a contract. Upon determining that any of the following would be in its best interests, Buncombe County Schools may:
- a) waive any formality;
  - b) amend the solicitation;
  - c) cancel or terminate this RFP;
  - d) reject any or all offers received in response to this RFP;
  - e) waive any undesirable, inconsequential, or inconsistent provisions of this RFP;
  - f) if the response to this solicitation demonstrate a lack of competition, negotiate directly with one or more Vendors;
  - g) not award, or if awarded, terminate any contract if Buncombe County Schools determines adequate funds are not available; or
  - h) if all offers are found non-responsive, determine whether Waiver of Competition criteria may be satisfied, and if so, negotiate with one or more known sources of supply.
- 14) **ALTERNATE OFFERS:** The Vendor may submit alternate offers for various levels of service(s) or products meeting specifications. Alternate offers must specifically identify the RFP specifications and advantage(s) addressed by the alternate offer. Any alternate offers must be clearly marked with the legend as shown herein. Each offer must be for a specific set of Services or products and offer at specific pricing. If a Vendor chooses to respond with various service or product offerings, each must be an offer with a different price and a separate RFP offer. Vendors may also provide multiple offers for software or systems coupled with support and maintenance options, provided, however, all offers must satisfy the specifications.

---

---

Alternate offers must be clearly marked

**“Alternate Offer for ‘name of Vendor’”**

and numbered sequentially with the first offer if separate offers are submitted.

This legend must be in bold type of not less than 14-point type on the face of the offer, and on the text of the alternative offer.

---

---

- 15) **CO-VENDORS:** Vendors may submit offers as partnerships or other business entities. Such partners or other “co-Vendors”, if any, shall disclose their relationship fully to Buncombe County Schools. Buncombe County Schools shall not be obligated to contract with more than one Vendor. Any requirements for references, financial statements or similar reference materials shall mean all such partners or co-Vendors.
- 16) **SUBMITTING AN OFFER:** Each Vendor submitting an offer warrants and represents that:
- a) The offer is based upon an understanding of the specifications and requirements described in this RFP.
  - b) Costs for developing and delivering responses to this RFP and any subsequent presentations of the offer as requested by Buncombe County Schools are entirely the responsibility of the Vendor. Buncombe County Schools is not liable for any expense incurred by the Vendors in the preparation and presentation of their offers.
- 17) **SUBMITTED MATERIALS:** All materials submitted in response to this RFP become the property of Buncombe County Schools and are to be appended to any formal documentation, which would further define or expand any contractual relationship between Buncombe County Schools and the Vendor resulting from this RFP process.
- 18) **MODIFICATIONS TO OFFER:** An offer may not be unilaterally modified by the Vendor.

## D. Evaluation Process

- 1) **BEST VALUE:** "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" Information Technology procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement. Evaluation shall also include compliance with information technology project management policies, compliance with information technology security standards and policies, substantial conformity with the specifications, and other conditions set forth in the solicitation.
- 2) **SOURCE SELECTION:** A trade-off/ranking method of source selection will be utilized in this procurement to allow Buncombe County Schools to award this RFP to the Vendor providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with or traded-off against other non-price factors.
  - a) The evaluation committee may request clarifications, an interview with or presentation from any or all Vendors as allowed by 9 NCAC 06B.0307. However, Buncombe County Schools may refuse to accept, in full or partially, the response to a clarification request given by any Vendor. Vendors are cautioned that the evaluators are not required to request clarifications; therefore, all offers should be complete and reflect the most favorable terms. Vendors should be prepared to send qualified personnel to Asheville, North Carolina, to discuss technical and contractual aspects of the offer.
  - b) Evaluation Process Explanation. Buncombe County Schools employees will review all offers. All offers will be initially classified as being responsive or non-responsive. If an offer is found non-responsive, it will not be considered further. All responsive offers will be evaluated based on stated evaluation criteria. Any references in an answer to another location in the RFP materials or Offer shall have specific page numbers and sections stated in the reference.
  - c) To be eligible for consideration, a Vendor's offer must substantially conform to the intent of all specifications. Compliance with the intent of all specifications will be determined by Buncombe County Schools. Offers that do not meet the full intent of all specifications listed in this RFP may be deemed deficient. Further, a serious deficiency in the offer to any one factor may be grounds for rejection regardless of overall score.
  - d) Vendors are advised that Buncombe County Schools is not obligated to ask for or accept after the closing date for receipt of offer, data that is essential for a complete and thorough evaluation of the offer.
- 3) **BEST AND FINAL OFFERS (BAFO):** If negotiations or subsequent offers are solicited, the Vendors shall provide BAFOs in response. Failure to deliver a BAFO when requested shall disqualify the non-responsive Vendor from further consideration. Buncombe County Schools may establish a competitive range based upon evaluations of offers, and request BAFOs from the Vendors within this range; e.g. "Finalist Vendors". Buncombe County Schools will evaluate BAFOs and add any additional weight to the Vendors' respective offer. Additional weight awarded from oral presentations and product demonstrations during negotiations, if any, will be added to the previously assigned weights to attain their final ranking.

- 4) **EVALUATION CRITERIA:** Each of the criteria below shall be evaluated in accordance with the solicitation documents:
  - a) Cost effectiveness and value – 40%
  - b) Service area reliability for both voice and data – 25%
  - c) Manageability and Management Capability – 20%
  - d) Acceptance of Terms – 15%
- 5) **PAST PERFORMANCE:** The Vendor may be disqualified from any evaluation or award if the Vendor or any key personnel proposed, has previously failed to perform satisfactorily during the performance of any contract with Buncombe County Schools, or violated rules or statutes applicable to public bidding in the State.

**EVALUATION METHOD:** *Proposal Presentations* - Invitations to present will be issued to at least two and no more than five providers, if necessary. These presentations will be scheduled no earlier than the third week of February and no later than the second week of March. A second round of invitations to present will be issued if necessary. *Proposal Evaluation Criteria* - The successful bidder will be chosen based upon best overall value, per NCGS 149.123. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Service Provider to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. Proposals must contain information specifically related to the proposed Services specifically requested herein. Failure of any Service Provider to submit information requested may result in the elimination of the Proposal from further evaluation. As we look for the best value at an affordable price, we will consider all plan options that meet our specifications.

- 6) **PROTEST PROCEDURES:** Protests of awards exceeding \$25,000 in value must be submitted to the issuing Agency at the address given on the first page of this document. Protests must be received in this office within fifteen (15) calendar days from the date of this RFP award and provide specific reasons and any supporting documentation for the protest. **All protests will be governed by Title 9, Department of Information Technology (formerly Office of Information Technology Services), Subchapter 06B Sections .1101 - .1121.**

## IV. Specifications

### **Contract Period**

Unless otherwise specified, this contract shall be valid from 7/1/2020 to 6/30/2022; however, the District reserves the right to cancel the contract with 60-day written notice.

Buncombe County Schools reserves the right to award a contract to a single Service Provider or to multiple Service Providers, whichever is deemed to be in the best interest of BCS.

The School System reserves the right to reduce or increase the number of lines as needed during the life of the contract.

### **Lines/Equipment**

Assumptions: +/- 250 budget lines, +/- 300 administrative lines, +/- 250 homework hotspots

§ Budget: Alert silent options, voicemail, caller ID, call forwarding, paging, unlimited messaging, three-way calling, blocked long distance available

§ Administrative: Same as noted above and to include email, internet access, web browsing, Wi-Fi calling, mobile hotspot and data services for corporate enterprise functionality (i.e. Latest SmartPhones)

§ Homework Hotspots: Mobile hotspot for use with our "Homework Hotspot" initiative that supports Internet access at home for students without reliable Internet only on assigned and owner provided student devices. Buncombe County Schools is currently part of the 1M Project which provides "Homework Hotspots" for high school students in Buncombe County Schools at no cost. This request for "Homework Hotspots" is primarily for students in middle school and lower grade levels that do not currently have access to reliable Internet access when they take their assigned one-to-one device home.

§ Initial device (typically referred to as "upgrade" pricing) and optional accessories purchase should be available at a significant discount (additionally, a \$0.01 SmartPhone equipment "new line/upgrade" option should be available for both the iOS and Android platforms). Please include pricing sheets for both initial purchase and subsequent "replacement" of device and indicate if there are any discounts for early "upgrades" after twelve months.

§ Current owned cell phone numbers must port/remain the same. If current phones do not function on new providers service new provider must provide new (similar) phones at no cost.

§ All equipment and accessories shall become property of Buncombe County Schools upon activation.

§ **NOTE: Upon request, be prepared to submit one activated administrative phone, one activated budget phone, and one activated hotspot for a 30-day trial of network coverage.**

### **Physical Addresses for all Buncombe County Schools & Supporting facilities.**

§ See <https://buncombeschools.org/cms/One.aspx?portalId=92531&pageId=147127>

### **Use**

§ "Budget" refers to what is typically considered a "Pay-As-You-Go" or "Bus" phone in terms of minutes, but we are requesting unlimited messaging.

§ Administrative: refers to discounted business lines of service that include voice (450+ minutes pooled minimum, prefer unlimited), messaging (unlimited), and typically include data (5GB, 10GB, etc.). While the majority of our "Administrative" lines include data, we reserve the right to forgo data on an "Administrative" line as needed.

§ Many of our current "Administrative" lines have 5GB of data per month throttled to 1x afterwards with the rest of the SmartPhone lines at 10GB of data per month throttled to 1x afterwards. We would prefer unlimited throttling at 3G minimum. We rarely exceed 450 minutes pooled across our "Administrative" lines (less than a handful of times in past 48 months) with free incoming calls. Our goal is to keep costs as low as possible while

avoiding overage charges. While we would prefer unlimited voice, we will consider a pooled minutes plan with Wi-Fi calling if significantly less expensive.

### **Phone Breakdown**

§ We anticipate that greater than 85% of the “Administrative” lines will be Apple (e.g. iPhone) with the remainder Samsung. We anticipate that 100% of the “Budget” lines will be basic phones.

### **Fees**

§ All activation, installation, and account maintenance fees and individual early termination fees should be waived;

§ New user setups and replacement phones should be accomplished within a 48-hour period of notification. A portal should be provided to allow customer to self-provision/deprovision lines of service as well as replacement devices as needed during the life of the contract.

### **Services and Service Levels**

§ No roaming areas in Southeast USA.

§ No long-distance charges in continental United States.

§ Monthly billing will indicate charges per phone line with detailed listing.

§ All training services and materials, which are reasonably necessary for Buncombe County Schools to fully utilize the services and equipment should be provided.

§ Reliable Voice and Data (minimum 4G/LTE) network coverage across 95% or greater of all school campuses, public right-of-ways, businesses, and residences in Buncombe County.

§ Support for Wi-Fi calling including providing the specific vendor IP addresses and associated ports/protocols to allow us to provision/maintain secure access routes to those IP addresses in our Firewall appliance.

§ Some of our campuses may require internal repeater/booster technology equipment in order to provide adequate signal strength inside of the building for administrative lines for school safety. The vendor shall provide and install repeater/booster technology equipment for these locations at no additional cost in order to fulfill its coverage obligations. Furthermore, at a minimum, adequate network coverage must be in place for all school administrative office areas. We understand that coverage in every nook and cranny of every building is not technically feasible and would cost hundreds of thousands of dollars due to the cost of current commercial cellular repeater technology, and therefore, would not be cost effective. Based on our experience, we believe that it will be necessary to “boost” the signal inside the administrative office area of between 10 and 15 locations, including our metal Maintenance Building at Central Office which we have cabled for repeaters, depending on the carrier. Likewise, based on our experience, we believe that between 30 and 35 locations will not require repeater technology in order to place and receive calls in the administrative areas depending on the carrier. Obviously, the percentage of school buildings that have adequate coverage throughout the building will play a role in our evaluation.

### **Proposal Presentations**

Invitations to present will be issued to at least two and no more than five providers. These presentations will be scheduled no earlier than the third week of February and no later than the second week of March. A second round of invitations to present will be issued if necessary.

### **Proposal Evaluation Criteria**

The successful bidder will be chosen based upon best overall value, per NCGS 149.123. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Service Provider to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. Proposals must contain information specifically related to the proposed Services specifically requested herein. Failure of any Service Provider to submit information requested may result in the elimination of the Proposal from further evaluation.

§ NOTE: As we look for the best value at an affordable price, we will consider all plan options that meet our specifications.

Proposals will be evaluated on the following major categories:

**Cost effectiveness and value. 40%**

*Under this criterion, Proposals will be compared in terms of the present value of total costs for the requested Cellular Phone Services. The calculation of total cost will include the cost of cellular voice and data services and the cost of equipment and accessories. In addition, any indirect costs Buncombe County Schools may incur associated with the transition of current cellular phone service, if applicable, to the selected Service Provider, if applicable, will be considered.*

**Service area reliability for both voice and data. 25%**

*Service Providers will be evaluated based upon their ability to meet the performance requirements and qualifications as stated in the Services and Service Levels section above.*

**Manageability and Management Capability. 20%**

*Service Providers will be evaluated based on experience in performing such Services and by the qualifications and abilities of the key individuals proposed for the performance of the Services. The evaluation will include references regarding work for organizations with needs similar to Buncombe County Schools, and the technical feasibility of the Service Provider's approach for the maintenance of the Services.*

**Acceptance of Terms. 15%**

*Buncombe County Schools will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications as stated in this RFP. Regardless of exceptions taken, Service Providers shall provide pricing based on the terms set forth in this RFP. Options or features on equipment or services not specifically requested may be submitted for consideration as to competition.*

**Buncombe County Schools Contracting Requirements**

Buncombe County Schools will enter into a Contract with the successful Service Provider(s). Buncombe County Schools reserves the right to determine whether to enter into a Contract written by the Service Provider(s) or require the Contract to be written by BCS. BCS reserves the right to determine the Contract process prior to or during contract negotiations if it is in Buncombe County Schools best interest to do so.

North Carolina General Contract Terms and Conditions, as included with this proposal, must be adhered to.

**Specific needs**

- Minimum 450 minutes per line pooled for all 'Administrative' lines". There is no minimum required per line or per line pooled or pooled minutes figure associated with the "Budget" phones as we are willing to pay per minute in order to keep the cost of these lines extremely low.
- Pricing for 5GB, 10GB & Unlimited 5G/4G/LTE on all mobile data plans with minimum throttling of 1x (prefer 3G) after initial 5G/4G/LTE allotment (will consider pooled data).
- Please provide coverage maps for 5G/4G/LTE/3G/2G/1X as applicable.
- Wi-Fi calling
- Pricing for "Homework Hotspots" minimum 5GB 4G/LTE throttled to minimum 1x (prefer 3G) afterwards shall not exceed \$15/month including equipment, taxes and fees. Prefer this service not exceed \$10 before taxes for 5GB. Prefer this service to not exceed \$12 before taxes for 10GB.
  - Dual band Wi-Fi is not required as all BCS student 1:1 devices have 5Ghz radios
  - 2700mAh battery
  - Must be able to disable/prevent USB tethering
  - Must be able to hide/protect the SSID/password to prevent students from connecting personal devices

- o Must be able to disable/prevent physical button hard reset to prevent students from connecting personal devices
- o Must provide basic content filtering in case a student finds a way to circumvent hard reset protections and connect a personal/non-BCS remote client (currently Zscaler) filtered device
- o Must provide a management portal for activating/deactivating "Homework Hotspots" as needed with no deactivation/early termination fees. Service provider should expect all "Homework Hotspots" to be deactivated during summer break (typically early/mid-June through mid/late August)
- o "Homework Hotspots" will be requested and activated/deactivated on an as needed basis and there shall not be any early deactivation/termination fees or fees for not activating a certain number of "Homework Hotspots" or not having a certain number of "Homework Hotspots" active, etc. If we determine that Kajeet or another vendor offers a better price/bandwidth option then the number of Homework Hotspots could reduce to zero depending on our needs.

1) **ALTERNATIVE COST RESPONSE:** Vendors who propose an Alternative cost response must submit a separate document labeled "ALTERNATIVE COST RESPONSE".

**V. Other Requirements and Special Terms**

1) **VENDOR UTILIZATION OF WORKERS OUTSIDE U.S.:** In accordance with N.C.G.S. §143B-1361(b), the Vendor must detail the manner in which it intends to utilize resources or workers in the RFP response. Buncombe County Schools will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award for any such Vendor's offer. The Vendor shall provide the following for any offer or actual utilization or contract performance:

- a) The location of work performed under a state contract by the Vendor, any subcontractors, employees, or other persons performing the Agreement and whether any of this work will be performed outside the United States
- b) The corporate structure and location of corporate employees and activities of the Vendors, its affiliates or any other subcontractors
- c) Notice of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing Services under a state contract outside of the United States
- d) Any Vendor or subcontractor providing call or contact center Services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center Services are being provided

Will any work under the Agreement be performed outside the United States? Where will Services be performed: _____	YES _____ NO _____
--	--------------------

2) **SPECIAL TERMS AND CONDITIONS:**

- a) Paragraph #16 in Section 1 of the Terms and Conditions is supplemented as follows: the Vendor shall provide a Certificate of Insurance naming Buncombe County Schools as the Certificate Holder, and as additional insured, with the certificate complying with all required coverages and sent to Buncombe County Schools no later than ten (10) days following the date of the Notice of Award issued pursuant to this RFP. The Vendor must notify Buncombe County Schools immediately of any material change in insurance coverage, including, but not limited to changes in limits, coverage, or status of the policy.

3) **FINANCIAL STATEMENTS:** Agencies must determine that a Vendor has sufficient financial resources to perform. GS 143B-1350(h1). The Vendor shall provide evidence of financial stability

with its response to this RFP as further described hereinbelow. As used herein, Financial Statements shall exclude tax returns and compiled statements.

- a) For a publicly traded company, Financial Statements for the past three (3) fiscal years, including at a minimum, income statements, balance sheets, and statement of changes in financial position or cash flows. If three (3) years of financial statements are not available, this information shall be provided to the fullest extent possible, but not less than one year. If less than 3 years, The Vendor must explain the reason why they are not available.
  - b) For a privately held company, when certified audited financial statements are not prepared: a written statement from the company's certified public accountant stating the financial condition, debt-to-asset ratio for the past three (3) years and any pending actions that may affect the company's financial condition.
  - c) Buncombe County Schools may, in its sole discretion, accept evidence of financial stability other than Financial Statements for the purpose of evaluating Vendors' responses to this RFP. Buncombe County Schools reserves the right to determine whether the substitute information meets the requirements for Financial Information sufficiently to allow Buncombe County Schools to evaluate the sufficiency of financial resources and the ability of the business to sustain performance of this RFP award. Scope Statements issued may require the submission of Financial Statements and specify the number of years to be provided, the information to be provided, and the most recent date required.
- 4) **DISCLOSURE OF LITIGATION:** The Vendor's failure to fully and timely comply with the terms of this section, including providing reasonable assurances satisfactory to Buncombe County Schools, may constitute a material breach of the Agreement.
- a) The Vendor shall notify Buncombe County Schools in its offer, if it, or any of its subcontractors, or their officers, directors, or key personnel who may provide Services under any contract awarded pursuant to this solicitation, have ever been convicted of a felony, or any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception. The Vendor shall promptly notify Buncombe County Schools of any criminal litigation, investigations or proceeding involving the Vendor or any subcontractor, or any of the foregoing entities' then current officers or directors during the term of the Agreement or any Scope Statement awarded to the Vendor.
  - b) The Vendor shall notify Buncombe County Schools in its offer, and promptly thereafter as otherwise applicable, of any civil litigation, arbitration, proceeding, or judgments against it or its subcontractors during the three (3) years preceding its offer, or which may occur during the term of any awarded to the Vendor pursuant to this solicitation, that involve (1) Services or related goods similar to those provided pursuant to any contract and that involve a claim that may affect the viability or financial stability of the Vendor, or (2) a claim or written allegation of fraud by the Vendor or any subcontractor hereunder, arising out of their business activities, or (3) a claim or written allegation that the Vendor or any subcontractor hereunder violated any federal, state or local statute, regulation or ordinance. Multiple lawsuits and or judgments against the Vendor or subcontractor shall be disclosed to Buncombe County Schools to the extent they affect the financial solvency and integrity of the Vendor or subcontractor.
  - c) All notices under subsection A and B herein shall be provided in writing to Buncombe County Schools within thirty (30) calendar days after the Vendor learns about any such criminal or civil matters; unless such matters are governed by the Terms and Conditions annexed to the solicitation. Details of settlements which are prevented from disclosure by the terms of the settlement shall be annotated as such. Vendor may rely on good faith certifications of its subcontractors addressing the foregoing, which certifications shall be available for inspection at the option of the State.
- 5) **CRIMINAL CONVICTION:** In the event the Vendor, an officer of the Vendor, or an owner of a 25% or greater share of the Vendor, is convicted of a criminal offense incident to the application for or



performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of North Carolina employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Vendor's business integrity and such vendor shall be prohibited from entering into a contract for goods or Services with any department, institution, State agency or Buncombe County Schools.

- 6) **SECURITY AND BACKGROUND CHECKS:** Buncombe County Schools reserves the right to conduct a security background check or otherwise approve any employee or agent provided by the Vendor, and to refuse access to or require replacement of any such personnel for cause, including, but not limited to, technical or training qualifications, quality of work or change in security status or non-compliance with the Agency's security or other requirements.
- 7) **ASSURANCES:** In the event that criminal or civil investigation, litigation, arbitration or other proceedings disclosed to Buncombe County Schools pursuant to this Section, or of which Buncombe County Schools otherwise becomes aware, during the term of the Agreement, causes Buncombe County Schools to be reasonably concerned about:
  - a) the ability of the Vendor or its subcontractor to continue to perform the Agreement in accordance with its terms and conditions, or
  - b) whether the Vendor or its subcontractor in performing Services is engaged in conduct which is similar in nature to conduct alleged in such investigation, litigation, arbitration or other proceedings, which conduct would constitute a breach of the Agreement or violation of law, regulation or public policy, then the Vendor shall be required to provide Buncombe County Schools all reasonable assurances requested by to demonstrate that: the Vendor or its subcontractors hereunder will be able to continue to perform the Agreement in accordance with its terms and conditions, and the Vendor or its subcontractors will not engage in conduct in performing Services under the Agreement which is similar in nature to the conduct alleged in any such litigation, arbitration or other proceedings.
- 8) **CONFIDENTIALITY OF DATA AND INFORMATION:** All RFP responses, information marked as confidential or proprietary, financial, statistical, personnel, technical and other data and information relating to Buncombe County School's operation which are designated confidential by Buncombe County Schools and made available to the Vendor in order to carry out the Agreement, or which become available to the Vendor in carrying out the Agreement, shall be protected by the Vendor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to Buncombe County Schools. If the methods and procedures employed by the Vendor for the protection of the Vendor's data and information are deemed by Buncombe County Schools to be adequate for the protection of confidential information, such methods and procedures may be used, with the written consent of Buncombe County Schools, to carry out the intent of this section. The Vendor shall not be required under the provisions of this section to keep confidential, (1) information generally available to the public, (2) information released by the State generally, or to the Vendor without restriction, (3) information independently developed or acquired by the Vendor or its personnel without reliance in any way on otherwise protected information of Buncombe County Schools. Notwithstanding the foregoing restrictions, the Vendor and its personnel may use and disclose any information which it is otherwise required by law to disclose, but in each case only after Buncombe County Schools has been so notified, and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.
- 9) **PROJECT MANAGEMENT:** All project management and coordination on behalf of Buncombe County Schools shall be through a single point of contact designated as the Buncombe County Schools Project Manager. The Vendor shall designate a Vendor Project Manager who will provide

management and coordination of the Vendor's work. All work performed pursuant to the Agreement shall be coordinated between the Agency Project Manager and the Vendor Project Manager.

- 10) **MEETINGS:** The Vendor is required to meet with Buncombe County Schools personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the Agreement. Meetings will occur as problems arise and will be coordinated by Agency. The Vendor will be given reasonable and sufficient notice of meeting dates, times, and locations. Face to face meetings are desired. However, at the Vendor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two (2) consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of the Agreement.
- 11) **STOP WORK ORDER:** Buncombe County Schools may issue a written Stop Work Order to Vendor for cause at any time requiring Vendor to suspend or stop all, or any part, of the performance due under the Agreement for a period up to ninety (90) days after the Stop Work Order is delivered to the Vendor. The ninety (90) day period may be extended for any further period for which the parties may agree.
  - a) The Stop Work Order shall be specifically identified as such and shall indicate that it is issued under this term. Upon receipt of the Stop Work Order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work suspension or stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Vendor, or within any extension of that period to which the parties agree, Buncombe County Schools shall either:
    - i) Cancel the Stop Work Order, or
    - ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of the Agreement.
  - b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Vendor shall resume work. Buncombe County Schools shall make an equitable adjustment in the delivery schedule, the Agreement price, or both, and the Agreement shall be modified, in writing, accordingly, if:
    - i) The Stop Work Order results in an increase in the time required for, or in the Vendor's cost properly allocable to the performance of any part of the Agreement, and
    - ii) The Vendor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that if Buncombe County Schools decides the facts justify the action, may receive and act upon an offer submitted at any time before final payment under the Agreement.
  - c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for Convenience of Buncombe County Schools, reasonable direct costs shall be allowed resulting from the Stop Work Order in arriving at the termination settlement.
  - d) Buncombe County Schools shall not be liable to the Vendor for loss of profits because of a Stop Work Order issued under this term.

**END OF RFP# 3-20**