



Request for Proposal:

Mobile Internet Access Hotspots

June 25, 2020

Roanoke Rapids Graded School District
536 Hamilton St.
Roanoke Rapids, NC 27870

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Overview and Instructions

Roanoke Rapids Graded School District (RRGSD) is seeking proposals for **up to 1800 mobile internet access hotspots** with a six month and/or one-year agreement. Built-in internet filtering is preferred but not required.

Equipment will be drop shipped to the Roanoke Rapids Graded School District warehouse located at 237 Vance St. Roanoke Rapids NC 27870.

Proposals are due in either hardcopy or in electronic form (PDF format) on or before **July 9th, 2020 at 11:00 am EST** at Roanoke Rapids Graded School District, Attn: David Cooke, 536 Hamilton St. Roanoke Rapids, NC 27870 or emailed to cooked.co@rrgsd.org. E-mailed proposal documents will be time-stamped from the receiving computer. It is the sole responsibility of the vendor to submit its proposal by the specified date and time. Any proposal received after the submission deadline will be rejected. Proposals must be signed by an authorized representative of the vendor. Failure to sign the proposal will render the bid invalid.

Proposal opening to be on **July 10th, 2020 at 11:00 am EST** 536 Hamilton St Roanoke Rapids NC.

Questions should be addressed, no later than July 9th, to:

David Cooke | Phone: 252-519-7144 | Email: cooked.co@rrgsd.org

1.1 Product Specifications

RRGSD is seeking proposals for **up to 1800 mobile internet access hotspots** with the minimum specifications as described in the table below. Please break down pricing to reflect hotspots in increments of 400, ie. 400, 800, 1200, 1600, and finally 1800. Additionally, proposals must include pricing for replacement parts as specified in Appendix C to be used for issues that occur outside of the manufacturer warranty. The proposal shall address all items requested herein. Vendors may, but are not required to, include a detailed description of additional support, services, and recommendations that might prove beneficial to RRGSD.

Device	Minimum Specification
Speed	3G
Data Plan Length	6-month
Data Plan Monthly Usage	10 GB/User/Month

<p>Warranty</p>	<ul style="list-style-type: none"> • 1-year Accidental Damage Protection Warranty <ul style="list-style-type: none"> ○ No deductible ○ Hardware failure ○ Send Parts for repair – if desired ○ Advance Exchange ○ ADP ○ No limit on ADP claims ○ Spare parts kept on site – if requested ○ Theft/loss replacement ○ Free shipping to and from depot repair center ○ Batter & Power adapter replacement <p>For Every 100 devices purchased, 1 additional device is to be included as an on-site spare device</p>
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2.1 Pricing Structure

Vendors are required to breakdown the purchase by item as outlined in Appendix B. Vendors are required to complete Appendix B as part of their proposal. If additional items are required to complete the project, please include them in Appendix B, listed and itemized as per unit cost.

2.2 Repair Parts

Vendors are required to breakdown the cost of spare parts by item as outlined in Appendix C. Vendors are required to complete Appendix C as part of their proposal. If additional items are required to complete the project, please include them in Appendix C, listed and itemized as per unit cost.

2.3 Delivery Timeline

All products must be delivered within 30 calendar days of a fully signed contract.

3.1 Discrepancies and Omissions

Vendors finding discrepancies or omissions in the RFP or having any doubts as to the meaning or intent of any part thereof shall submit such questions or concerns to David Cooke| Phone: 252-519-7144 | Email: cooked.co@rrgsd.org Addenda issued in correspondence to this RFP shall be considered a part of this RFP and shall become part of any final Contract that may be derived from this RFP. This RFP and its addenda will be part of any possible future contract with successful vendor(s).

4.1 Contingencies

This RFP should not be considered as a Contract to purchase goods or services, but is a Request for Proposal in accordance with the Terms and Conditions herein and will not give rise to a contract unless a vendor's bid is accepted and a contract is awarded by RRGSD. However,

RFP responses should be as detailed and complete as possible to facilitate the formation of a contract based on the RFP response(s) that are pursued should RRGSD decide to do so. Proposals stating that pricing is valid dependent upon availability and/or subject to prior sale will be considered as non-responsive. Completion of this RFP form and its associated Appendices are a requirement. Failure to do so will disqualify your RFP response submittal. Vendors must submit sealed RFP responses by the due date and time as specified herein. Electronic submissions will be accepted if created in PDF format and emailed to cooked.co@rrgsd.org by the due date and time as specified herein. Date and time stamp of receiving computer will govern all e-mails. Vendors will be considered nonresponsive if the above requirements are not submitted as requested.

RRGSD reserves the right to reject all submitted proposals and may request new proposals through a revised RFP.

All bids are subject to the provisions of special terms and conditions specific to this RFP. RRGSD encourages bidders to submit lease terms, including maintenance, with its response to this RFP in order to enter into a negotiated lease agreement, but reserves the right to reject any and all additional terms and conditions.

5.1 Award Criteria

Award will be based on the lowest and best bid (most advantageous to the RRGSD), as determined by consideration of the following factors:

1. Prices offered.
2. Quality of item(s) offered.
3. General reputation and performance capabilities of the bidder.
4. Conformity with specifications of this RFP.
5. Delivery and installation schedule.
6. Suitability for Intended Use.
7. Any other factor deemed by RRGSD to be pertinent to the procurement.

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

5.2 Bid Evaluation

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

6.1 Vendor Questions and Clarifications.

Questions should be addressed no later than July 9th, to:

David Cooke | Phone: 252-519-7144 | Email: cooked.co@rrgsd.org

Appendix A: Terms and Conditions

The following terms and conditions shall become part of any contract awarded pursuant to this RFP.

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of special terms and conditions specific to this RFP. RRGSD encourages bidders to submit lease terms, including maintenance, with its response to this RFP in order to enter into a negotiated lease agreement, but reserves the right to reject any and all additional terms and conditions. By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect unless specifically accepted by RRGSD.
3. **EXECUTION:** Failure to sign proposal will render bid invalid.
4. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this RFP, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, and (3) instructions to bidders.
5. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
6. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
7. **ACCEPTANCE AND REJECTION:** RRGSD reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
8. **REFERENCES:** RRGSD reserves the right to require a list of users of the exact item offered. RRGSD may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
9. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to RRGSD as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by RRGSD to be pertinent or peculiar to the purchase in question. Unless otherwise specified by RRGSD or the bidder, RRGSD reserves the right to accept any item or group of items on a multi-item bid. RRGSD also reserves the right to reject any and all bids.
10. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48, RRGSD 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.
11. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, RRGSD will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
12. **AWARD PROCEDURES:** Contract award notice will be posted on RRGSD website. Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation.
13. **ANTI-NEPOTISM:** The Bidder warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the RRGSD or of any principal or central office staff administrator employed by the RRGSD. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should the Bidder become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, the Bidder shall immediately disclose the family relationship in writing to RRGSD. Unless formally waived by RRGSD, the existence of a family relationship covered by this Contract is grounds for immediate termination by RRGSD without further financial liability to the Bidder.

14. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Bidder to notify in writing RRGSD, indicating the specific regulation which required such alterations. RRGSD reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
15. **SITUS and GOVERNING LAWS:** The place of this contract, its situs and forum, shall be Halifax County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined. This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
16. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later.
17. **NON-APPROPRIATION OF FUNDS.** RRGSD intends to remit all payments to Bidder for the full term of this contract if funds are legally available. Bidder acknowledges that appropriation of moneys for payments is a governmental function which RRGSD cannot contractually commit itself in advance to perform and this contract does not constitute: (i) a multiple fiscal year direct or indirect debt or financial obligation; or (ii) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (iii) an obligation creating a pledge of or a lien on RRGSD's tax or general revenues. In the event RRGSD is not granted an appropriation of funds at any time during the term for the equipment and/or services described in this contract, and operating funds are not otherwise available to RRGSD to pay the payments due and to become due under this contract, and there are no other available funds by or with which payment can be made to Bidder, and the non-appropriation did not result from an act or omission by RRGSD, RRGSD shall have the right to return equipment under the Contract in accordance with Paragraph 23 below and terminate this contract on the last day of the fiscal period for which appropriations were received without penalty or expense to RRGSD,
18. **RETURN OF EQUIPMENT.** If a non-appropriation of funds occurs in accordance with Paragraph 21 above, RRGSD will promptly return the equipment to any location in the continental United States Bidder may reasonably designate. The equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications.
19. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
20. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation by connection to an electric source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
21. **PATENT:** The Bidder shall hold and save RRGSD, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any confidential information, copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by RRGSD or disclosure of any information pursuant to the NC Public Records Act.
22. **ASSIGNMENT:** No assignment of the Bidder's obligations nor the Bidder's right to receive payment hereunder shall be permitted without the prior written approval of RRGSD.
23. **INSURANCE:** Bidder agrees to maintain \$1,000,000 in general liability, \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this Contract. The RRGSD shall be named by endorsement as an additional insured on the General Liability policy. Certificates of such insurance shall be furnished by Bidder to the RRGSD upon request.
24. **GENERAL INDEMNITY:** The Bidder shall hold and save RRGSD, 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 Bidder in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the Bidder. The Bidder represents and warrants that it shall make no claim of any kind or nature against RRGSD agents who are involved in the delivery or processing of Bidder goods to RRGSD. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
25. **LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS:** The Bidder shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual

personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Bidder's convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. The Bidder shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. The Bidder shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Contract shall not satisfy this contractual obligation). In addition, Bidder agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Bidder further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Bidder shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Bidder agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the school system upon request. Bidder specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Contract. In addition, the school system may conduct additional criminal records checks at Bidder's expense. If the school system exercises this right to conduct additional criminal records checks, Bidder agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Contract. Bidder further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Contract. RRGSD reserves the right to prohibit any contractual personnel of Bidder from delivering goods or providing services under this Contract if RRGSD determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

26. **ACCESS TO PERSONS AND RECORDS:** RRGSD auditors shall have access to any records as a result of this bid or the Contract. RRGSD may audit the records of the Bidder during the term of the Contract to verify accounts and data affecting fees or performance.
27. **COMPLIANCE WITH E-VERIFY:** Bidder shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Bidder shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Bidder represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Bidder shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.
28. **RESTRICTED COMPANIES LIST:** Bidder certifies that as of the date of this Contract, Bidder is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Bidder also represents that as of the date of this Contract, Bidder is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

Appendix B Mobile Internet Access Hotspot Breakdown

Table 1		
Item	Unit Price	Description
Hotspot Device (400 units)		
Total Term Data Plan Cost (6-months)		
Hotspot Device (800 units)		
Total Term Data Plan Cost (6-months)		
Hotspot Device (1200 units)		
Total Term Data Plan Cost (6-months)		
Hotspot Device (1600 units)		
Total Term Data Plan Cost (6-months)		
Hotspot Device (1800 units)		
Total Term Data Plan Cost (6-months)		
Warranty Information (What's covered, for how long, and number of accidental breakages replaced)		

Appendix B (Continued) Mobile Internet Access Hotspot Breakdown

Table 1		
Item	Unit Price	Description
Hotspot Device (400 units)		
Total Term Data Plan Cost (12-months)		
Hotspot Device (800 units)		
Total Term Data Plan Cost (12-months)		
Hotspot Device (1200 units)		
Total Term Data Plan Cost (12-months)		
Hotspot Device (1600 units)		
Total Term Data Plan Cost (12-months)		
Hotspot Device (1800 units)		
Total Term Data Plan Cost (12-months)		
Warranty Information (What's covered, for how long, and number of accidental breakages replaced)		

Appendix C Repair Parts

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