Kanawha
COUNTY SCHOOLS
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3300 Pennsylvania Avenue, Charleston, West Virginia 25302 • (304) 348-6120 • Fax: (304) 348-6112
Alan Cummings, Executive Director of Purchasing

2/14/2022

TO: All Interested Bidders

Subject: Wide Area Network Services

IDENTIFICATION NUMBER: **RFP# 22-132**

Please submit responses via sealed submission to:

KANAWHA COUNTY SCHOOLS
PURCHASING OFFICE
3300 PENNSYLVANIA AVENUE
CHARLESTON, WEST VIRGINIA 25302-4697

Responses will be accepted until 1:30 PM, Monday, March 14, 2022

RESPONSE

In compliance with the instructions, conditions and specifications herewith attached, we the undersigned, hereby submit this offer, and agree to enter into any written contract, and to furnish such security as may be required herein.

COMPANY NAME: ______________________________

ADDRESS: ______________________________

____

____

Submitted by: ______________________________
(Please print or type)

Title: ______________________________
(Signature)

Telephone Number____________________ Fax: ________________________

E-Mail Address:________________________ Date:________________________

REQUEST FOR PROPOSAL

(RFP # 22-132)

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SECTION ONE: GENERAL INFORMATION

1. Purpose: The Kanawha County Schools Purchasing Department (hereinafter referred to as the "Purchasing Department") is soliciting proposals to provide the installation, service and provide a use of a high bandwidth transport service.

2. By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this Request for Proposal ("RFP").

   An RFP is generally used for the procurement of services in situations where price is not the sole determining factor and the award will be based on a combination of cost and technical factors (Best Value). Through its proposal, the bidder offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet (or exceed) the RFP requirements.

3. Schedule of Events:

   Vendor's Written Questions Submission Deadline .... February 25, 2022
   Addendum Issued (Week of) .... February 28, 2022
   Bid Opening Date .... March 14, 2022
   Oral Presentation *(Optional)* .... Not applicable

REQUEST FOR PROPOSAL

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SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on next page.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

   [X] A pre-bid meeting will not be held prior to bid opening.

   [ ] A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

   [ ] A **MANDATORY PRE-BID** meeting will be held at the following place and time:

   All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

   An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The County will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

   All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

   Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Department. Questions must be submitted in writing. All questions must be submitted on or before the date listed within Bonfire in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

   Question Submission Deadline: February 25, 2022 – 4:00 P.M.

   Submit Questions through the Bonfire Portal found at:
   https://kanawhacs.bonfirehub.com/portal/?tab=openOpportunities

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any County personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Department is binding.

6. **BID SUBMISSION:** All bids must be submitted by sealed bid, and delivered in sealed envelope on or before the date and time of the bid closing to the Purchasing Department. Those Vendors must ensure their bid is signed and delivered to the Purchasing Department at the address listed below on or before the date and time of the bid closing. Any bid received by the Purchasing Department staff is considered to be in the possession of the Purchasing Department and will not be returned for any reason. The bid delivery address is:

   Kanawha County Schools
   Purchasing Office
   3300 Pennsylvania Avenue
   Charleston, West Virginia 25302-4697

   The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

   SEALED BID
   BUYER:____________________
   SOLICITATION NO.:____________________
   BID OPENING DATE:____________________
   BID OPENING TIME:____________________
   FAX NUMBER:____________________

   The completed transmission must be received by the Purchasing Department prior to the specified date and time for submission of the bid. A vendor choosing to submit a bid or a written change to a bid accepts full responsibility for the transmission and receipt of the bid or change. Kanawha County Schools accepts no responsibility for the unsuccessful and/or incomplete transmission of bids.

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus 5 convenience copies of each to the Purchasing Department at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal or expression of interest as follows:

BID TYPE: [X] Technical
[X] Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation are considered sealed and will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when received by the Kanawha County Schools Purchasing Department through Bonfire.

Bid Opening Date and Time:	**March 14, 2022 – 1:30 P.M.**
Bid Opening Location :	Kanawha County Schools Purchasing Office 3300 Pennsylvania Avenue Charleston, West Virginia 25302-4697

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Department. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

REQUEST FOR PROPOSAL

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SECTION THREE: GENERAL TERMS AND CONDITIONS

Terms and conditions begin on next page.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Department Director and, if applicable, approved as to form by the Treasurer and Superintendent, and the Board of Education constitutes acceptance of this Contract made by and between Kanawha County Schools and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.

    2.1 "Bonfire" means the software platform which the Kanawha County Board of Education utilizes for the solicitation and award of various projects. Vendors must use this platform in response to a solicitation. The Bonfire portal is located at: https://kanawhacs.bonfirehub.com/portal/?tab=openOpportunities

    2.2 "County" means the Kanawha County Board of Education or other Public School Board of Education located within the State of West Virginia seeking to procure goods or services under this Contract.

    2.3 "Contract" means the binding agreement that is entered into between the County and the Vendor to provide the goods and services requested in the Solicitation.

    2.4 "Director" means the Director of Kanawha County Schools, Purchasing Department.

    2.5 "Purchasing Department" means the Kanawha County Schools, Purchasing Department.

    2.6 "Purchase Order" means the document signed by the Purchasing Department, and approved as to form, if applicable, by the Treasurer and Superintendent, and the Board of Education, that identifies the Vendor as the Contract holder.

    2.7 "Solicitation" means the official notice of an opportunity to supply the Purchasing Department with goods or services.

    2.8 "Vendor" or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

[X] **Term Contract**

Initial Contract Term: This Contract becomes effective on award and extends for a period of 3 year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the County, and the Vendor, with approval of the Purchasing Department. Any request for renewal must be submitted to the Purchasing Department Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to 2 successive one (1) year periods. Automatic renewal of this Contract is prohibited.

Reasonable Time Extension: At the sole discretion of the Purchasing Department Director, this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Department Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Department Director 30 days written notice. Automatic extension of this Contract is prohibited.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

[ ] **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed by N/A excluding weekends and Holidays.

[ ] **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within N/A days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for N/A successive one year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed N/A months in total.

[ ] **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this contract extend for more than one fiscal year.

[ ] **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately up receiving the notice to proceed unless otherwise instructed by the County. Unless otherwise specified, the fully executed Award Document will be considered the notice to proceed.

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

   [X] **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the County. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

   [X] **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

   [ ] **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

   [ ] **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Purchasing Department, and, if applicable, Treasurer and Superintendent, and the Board of Education.

6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the County. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the County in the Solicitation to do so, may result in bid disqualification.

7. **EMERGENCY PURCHASES:** The Purchasing Department Director may authorize the purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Department Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the County from fulfilling its obligations under a One Time Purchase contract.

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Department by the Vendor as specified below.

   [ ] **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the County. The bid bond must be submitted with the bid. See Exhibit B.

[ ] **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the Contract value. The performance bond must be issued and received by the Purchasing Department prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value. See Exhibit C.

[ ] **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Department prior to Contract award.

[ ] **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Department prior to Contract award.

[ ] **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

[X] **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

[X] **Commercial General Liability Insurance:** The apparent successful vendor's Commercial General Liability Policy shall contain at a minimum, Contractual liability and Products/Completed Operations Liability which must meet or exceed the following limits: Bodily Injury of $1,000,000.00 per person, $1,000,000.00 per occurrence; Property Damage of at least $1,000,000.00 per occurrence; Bodily Injury/Property Damage of at least $2,000,000.00 combined single limit.

[ ] **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

[ ] **Comprehensive Automobile Liability Insurance:** The apparent successful vendor shall have and maintain at a minimum, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least $1,000,000.00 per person, $1,000,000.00 per occurrence; property damage of at least $1,000,000.00 per occurrence, or bodily injury/property damage of at least $2,000,000.00 combined single limit.

[ ] **Professional Liability/Errors and Omission Coverage:** The apparent successful vendor shall have and maintain at a minimum, during the life of this contract Professional Liability/Errors and Omission Coverage of $1,000,000.00 per occurrence, $3,000,000.00 aggregate.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

[ ] **LICENSE(S) / CERTIFICATIONS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish

proof of the following licenses prior to Contract award, in a form acceptable to the Purchasing Department.

[ ] Valid WV Contractors license

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or $5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the County. All litigation bonds shall be made payable to the Purchasing Department. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Department. Cashier's or certified checks will be deposited with and held by the County. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the County at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of 2% of the contract total, assessed daily, for failure to provide the completed project upon the mutually defined timeframe. This clause shall in no way be considered exclusive and shall not limit the County's right to pursue any other available remedy.

13. **ACCEPTANCE/REJECTION:** The County may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the Kanawha County Schools Purchasing Department if applicable.

15. **COMMUNICATION LIMITATIONS:** Communication with the County or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Department, is strictly prohibited without prior Purchasing Department approval. Purchasing Department approval for such communication is implied for all exempt purchases.

16. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the County or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the County at the address on the face of the purchase order labeled "Invoice To."

18. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. **DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. **INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The County is exempt from federal and state taxes and will not pay or reimburse such taxes.

22. **CANCELLATION:** The Purchasing Department Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract.

23. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Department of Education Policy 8200.

24. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

25. **APPLICABLE LAW**: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, West Virginia Code of State Rules or the applicable policies of the West Virginia Department of Education and Kanawha County Schools is void and of no effect.

26. **COMPLIANCE**: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.

27. **[RESERVED]**

28. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

29. **MODIFICATIONS**: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the County, and the Vendor, with approval of the Purchasing Department and if applicable, approved as to form by the Treasurer and Superintendent, and the Board of Education. **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Department.**

30. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in remain in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

31. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the County or Purchasing Department such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

32. **ASSIGNMENT**: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Purchasing Department, or if applicable, approved as to form by the Treasurer and Superintendent, and the Board of Education, and any office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Department approval may or may not be required on certain exempt purchases.

33. **WARRANTY**: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the County; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

34. **COUNTY EMPLOYEES:** County employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

35. **BANKRUPTCY**: In the event the Vendor files for bankruptcy protection, the County may deem this Contract null and void, and terminate this Contract without notice.

36. **CONFIDENTIALTIY**: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such persoanlly identifiable information or other confidential information gained from the County, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the County's policies, procedures, and rules.

37. **DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the Kanawha County Schools Purchasing Department. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondiclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the County for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicabality of the the various public records laws should be addressed to your own legal counsel prior to bid submission.

38. **LICENSING:** Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Department Director or the County to verify that the Vendor is licensed and in good standing with the above entities.

39. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from the County, the Vendor agrees to convey, sell, assign, or transfer to the County all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the County. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

40. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the County.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

41. **PURCHASING CARD ACCEPTANCE:** The County currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the County's Purchasing Card for payment of all orders under this Contract.

[X] Vendor is not required to accept the County's Purchasing Card as payment for all goods and services

42. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the County shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the County for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the County, and shall provide the County with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

43. **INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the County, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

44. **PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of $1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

45. **ADDITIONAL COUNTY AND EDUCATION SERVICE AGENCY USE:** This Contract may be utilized by and extends to other County and Education Service Agencies, of the State of West Virginia ("Other School Entities"). This Contract shall be extended to the aforementioned Other School Entities

on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other School Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other School Entities shall not impact or influence the award of this Contract in any manner.

46. **CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the County.

47. **REGISTERED SEX OFFENDERS:** In compliance with Kanawha County Board of Education Policy: Sex Offender Registry Notification Series 54 and as found in West Virginia Code § 15-12-1 et seq. The contractor (Vendor) shall not send any employee or agent who is a registered sex offender to any school building or school property. Quarterly, the contractor (Vendor) shall check the registry to determine if the employee is registered. For information regarding the Sex Offender Registry, Vendors should contact the West Virginia State Police.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

Kanawha County Board of Education will be using federal funds to pay or reimburse expenses for equipment or services under a contract resulting from this solicitation. This solicitation and subsequent contract contain the applicable clauses described in Appendix II to the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.326. In addition, there are certain contract clauses which are required or recommended by FEMA. The following clauses are included within this solicitation and subsequent contract:

1. **REMEDIES.**

   a. Standard. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

   b. Applicability. This requirement applies to all federal grant and cooperative agreement programs.

   c. Pursuant to Federal Rule above, when federal funds are expended by Kanawha County Board of Education, Kanawha County Board of Education reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Moreover, the following Remedies are provided as prescribed by WVDE Policy 8200 as follows:

      i. In the event that a vendor fails to honor any contractual term or condition, Kanawha County Board of Education may:

         a. Cancel the contract and re-award the purchase order to the next lowest bidder. The vendor failing to honor contractual obligations is responsible for all differences in cost;

         b. Declare a vendor non-responsible or non-responsive and refuse to award a purchase order. All such instances shall be substantiated in writing. The documentation shall be considered a public document and shall be available for inspection at all reasonable times; or

         c. Suspend, for a period not to exceed one (1) year, the right of a vendor to bid on purchases when there is reason to believe the vendor has violated any of the provisions, terms, or conditions of a contract, this rule, and/or State law. A suspended vendor may appeal the decision of the Purchasing Director to the Kanawha County Board of Education's board.

2. **TERMINATION FOR CAUSE AND CONVENIENCE.**

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.

b. Applicability. This requirement applies to all federal grant and cooperative agreement programs.

c. Pursuant to Federal Rule above, when federal funds are expended by Kanawha County Board of Education, Kanawha County Board of Education, reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this solicitation as prescribed in this solicitation.

3. **EQUAL EMPLOYMENT OPPORTUNITY.**

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause. Pursuant to Federal Rule above, when federal funds are expended by Kanawha County Board of Education on any federally assisted construction contract, the equal opportunity clause is incorporated within this solicitation and subsequent contract.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all Federal contracts awarded by the non-federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Pursuant to Federal Rule above, when federal funds are expended by Kanawha County Board of Education, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act. In accordance with 29 C.F.R. § 5.5(b) the following clause is incorporated into this solicitation and subsequent contract:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Kanawha County Board of Education shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

5. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200. Appendix II. ¶ G.

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150.000 under a federal grant.

c. Pursuant to Federal Rule above. when federal funds are expended by Kanawha County Board of Education. the vendor agrees to comply with all applicable requirements as referenced in Federal Rule above. The following clause is incorporated into this solicitation and subsequent contract:

Clean Air Act

1. The contractor agrees to comply with all applicable standards. orders or regulations issued pursuant to the Clean Air Act. as amended. 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Kanawha County Board of Education and understands and agrees that the Kanawha County Board of Education will. in turn. report each violation as required to assure notification to the Federal Emergency Management Agency. and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150.000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act.

1. The contractor agrees to comply with all applicable standards. orders. or regulations issued pursuant to the Federal Water Pollution Control Act. as amended. 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Kanawha County Board of Education and understands and agrees that the Kanawha County Board of Education will. in turn. report each violation as required to assure notification to the Federal Emergency Management Agency. and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150.000 financed in whole or in part with Federal assistance.

6. <u>DEBARMENT AND SUSPENSION.</u>

a. <u>Standard.</u> Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

b. <u>Applicability</u>. This requirement applies to all federal grant and cooperative agreement programs.

c. <u>Requirements.</u>

   i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

   ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

   iii. Specifically, a covered transaction includes the following contracts for goods or services:

      1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

      2. The contract may require the approval of a federal entity, regardless of amount.

      3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and may require either the approval of a Federal Entity or is in excess of $25,000.

d. Pursuant to Federal Rule above, the following clause is incorporated into this solicitation and subsequent contract:

Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by Kanawha County Board of Education. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Kanawha County Board of Education, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. BYRD ANTI-LOBBYING AMENDMENT.

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all Federal grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200. Appendix II, ¶ I; 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Pursuant to Federal Rule above, the following clause is incorporated into this solicitation and subsequent contract:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, ____________________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

____
Signature of Contractor's Authorized Official

____
Name and Title of Contractor's Authorized Official

____
Date

8. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II, ¶ J; and 2 C.F.R. § 200.322.

b. Applicability. This requirement applies to all contracts awarded by a non-federal entity under Federal grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Pursuant to Federal Rule above, the following clause is incorporated into this solicitation and subsequent contract:

i. In the performance of this contract. the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule:
- Meeting contract performance requirements: or
- At a reasonable price.

ii. Information about this requirement. along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site. https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Additional FEMA Requirements

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA. pursuant to this authority, requires and recommends the following:

REQUIRED PROVISIONS:

1. ACCESS TO RECORDS.

a. Standard. All recipients. subrecipients. successors. transferees. and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records. accounts. documents. information. facilities. and staff. Recipients must give DHS/FEMA access to. and the right to examine and copy. records. accounts. and other documents and sources of information related to the federal financial assistance award and permit access to facilities. personnel. and other individuals and information as may be necessary. as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally. Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state. local. tribal. or territorial government. or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

b. Pursuant to FEMA standard above. the following clause is incorporated into this solicitation and subsequent contract:

Access to Records.

(1) The Contractor agrees to provide the School Building Authority. Kanawha County Board of Education. the FEMA Administrator. the

Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Kanawha County Board of Education and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. CHANGES.

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Pursuant to FEMA recommendation above, refer to the clauses defined in modification section of the terms and conditions.

3. DHS SEAL, LOGO AND FLAGS.

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. Pursuant to FEMA recommendation above, the following clause is incorporated into this solicitation and subsequent contract:

DHS SEAL, LOGO AND FLAGS.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.**

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. Pursuant to FEMA recommendation above, the following clause is incorporated into this solicitation and subsequent contract:

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5. **NO OBLIGATION BY FEDERAL GOVERNMENT.**

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. Pursuant to FEMA recommendation above, the following clause is incorporated into this solicitation and subsequent contract:

NO OBLIGATION BY FEDERAL GOVERNMENT.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

6. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.**

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018): and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Pursuant to FEMA recommendation above, the following clause is incorporated into this solicitation and subsequent contract:

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

7. CONTRACTING WITH SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS.

a. Standard. Recipients must comply with the requirements of 2cfr200.321regarding the solicitation and contracting of Small and minority business, women's business enterprises and labor surplus area firms. Accordingly, Kanawha County Schools must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

b. Affirmative steps include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists:

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources:

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises:

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises:

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce: and

(6) Requiring the prime contractor. if subcontracts are to be let. to take the affirmative steps listed in paragraphs

c. Pursuant to the requirements above. steps 1 – 5 have been performed by Kanawha County Schools. The Vendor. by its bid submission agrees: that as the prime contractor. if subcontracts are to be let. to take the affirmative steps as listed in section 7.b.

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded under this article to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor as defined in this section and the debt owed is an amount greater than one thousand dollars in the aggregate.

Definitions:

"Debt" means any assessment, penalty, fine, tax or other amount of money owed to the state because of a judgment, fine, permit violation, license assessment, penalty or other assessment presently due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon;

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions;

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor, so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

Exception:

The prohibition does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the West Virginia Code, worker's compensation premium, permit fee or environmental fee or assessment, and the matter has not become final, or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the bidder and all related parties do not owe any debts or, if a debt is owed, that the provisions of the exception clause (above) apply.

Vendor's Name:

____

Authorized Signature:__________________________Date:____________________

Vendor FEIN # ______________________

CERTIFICATION AND SIGNATURE PAGE

RFP# 22-132

By signing below, I certify that I have reviewed this Solicitation in its entirety: understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration: that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

____

(Company)

____

(Representative Name, Title)

____

(Contact Phone/Fax Number)

____

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 22-132

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

[ ] Addendum No. 1	[ ] Addendum No. 6
[ ] Addendum No. 2	[ ] Addendum No. 7
[ ] Addendum No. 3	[ ] Addendum No. 8
[ ] Addendum No. 4	[ ] Addendum No. 9
[ ] Addendum No. 5	[ ] Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

____
Company

____
Authorized Signature

____
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

REQUEST FOR PROPOSAL
(RFP # 22-132)

SECTION FOUR: PROJECT SPECIFICATIONS

1. **Location:** Kanawha County Schools – Operations Complex, 3300 Pennsylvania Ave. Charleston WV 25302.

2. **Background and Current Operating Environment:** Kanawha County Schools is seeking qualified, regulatory approved vendors to provide a network solution which will deliver 24/7 network access with 99.999% reliability and uptime in full support of the following items. This includes, but is not limited to the following:

   1. Over 30,000 iPads connecting daily as the primary learning tool.
   2. Over 3,000 MacBooks used as the primary teaching tool.
   3. Over 5,000 Windows machines for teaching, learning and administrative tasks.
   4. Online curriculum/textbooks in multiple curricular areas.
   5. Cloud based Learning Management System (LMS) that houses all grading and course content.
   6. Cloud based Mobile Device Management System (MDM).
   7. Cloud based storage.
   8. Security camera systems and HVAC controls

   It is imperative to student learning and overall operation that the network solution provided is robust and reliable so that learning is not interrupted in the Kanawha County Schools environment.

   Kanawha County Schools ("KCS") is a Pre-K through 12th grade public school system located in Kanawha County, West Virginia serving a diverse student population. KCS is comprised of 43 elementary schools, 13 middle schools, 8 high schools, 4 career and technical education centers, and 11 administrative sites. To meet the service needs of KCS, the successful vendor must provide the highest level of service and flexibility in providing this service with the most cost-effective solution

3. **Qualifications and Experience:** Vendors will provide in **Attachment A: Vendor Response Sheet** information regarding their firm, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.

4. **Project and Goals:** The project goals and objectives are:

   4.1. Goal 1: Services

   The successful vendor should provide the following information in regards to the Vendor's Services. This information should include, but not limited to the following:

Objective 1 - Provide information demonstrating the ability of the Vendor to deliver services, with a similar scope. This may include statistical data, customer satisfaction surveys, at a minimum.

Objective 2 - Provide references of public entities that have similar services to Kanawha County Schools for projects of similar size and scope that the Vendor is responsible for. Identify the amount of public entities/school systems the Vendor currently works with.

Objective 3 - Provide information demonstrating how the Vendor's proposed turnkey solution that will be installed, tested, fully operational and approved by Kanawha County Schools with the ability to turn up a full WAN solution by July 1, 2022.

Objective 4 – Provide detail on the ownership of the Vendor's data transfer lines. If lines are "leased" from another Vendor, explain how and what efforts will be made to correct issues and minimize impact on Kanawha County School's services which may occur with non-vendor owned, or "leased," data transfer lines. Vendor or Vendor(s) who maintain complete ownership of data transfer lines servicing Kanawha County School's locations should also explain how and what efforts will be made to correct issues and minimize impact on Kanawha County Schools. Vendor(s) will be scored based on their response.

Objective 5 - Provide a plan on how the Vendor will assist with the migration from our current WAN system to the Vendor's System. This plan should detail the efforts made to: minimize disruption of day-to-day business, implementation plans and personnel, as well as the requirements of Kanawha County Schools' personnel.

Objective 6 – Provide documentation to illustrate proof of reliability, uptime, and speed for customers of similar size and scope as Kanawha County Schools. This should include statistical data of circuit up time and speed for a period of at least one year.

4.2. Goal 2: Support

The successful vendor should provide the following information in regards to the Vendor's Support Services. This information should include, but not limited to the following:

Objective 1 - Kanawha County Schools requires a maximum four-hour "Back in service" response time from the point of notification from an authorized Kanawha County Schools representative. Vendors should include a Service Level Agreement which includes the following liquidated damages provisions (reference mandatory requirement section 5.12):

a) Response time within 2 hours or 20% liquidated damages will be assessed against the cost of that service for that downed service.

b) The downed service shall be reinstated within 4 hours or 20% liquidated damages will be assessed against the cost of that services for that downed service.

c) If service is not reinstated after 24 hours, 40% liquidated damages will be assessed against the cost of that services for that downed service.

d) If Installation goes beyond 60 calendar days, beginning on the 61st day, liquidated damages of $1,000.00 per day will be assessed until that service is operational.

Explain how these are needs will be met.

Objective 2 - Provide descriptive literature regarding customer support availably and capability. Discuss days of operation including hours and include: the name, title, telephone number and email address of a local representative responsible for servicing the contract and ensuring the account is maintained in a professional manner.

Objective 3 - Describe how KCS's Technology Department will be informed of problems with the network, scheduled outages and upgrades. Discuss the Vendor's centralized network testing and trouble correction system and submit an explanation of this capability and procedures utilized during the service outage.

Objective 4 - Detail the procedures by which selected technical personnel from KCS will have access to the Vendor's technical staff. In doing so, include the level of assistance that will be provided to KCS technical staff to resolve various network issues.

Objective 5 – (Reference mandatory requirement 5.10) Provide documentation demonstrating online portal services which will be available to Kanawha County Schools. This should include screenshots of the current bandwidth portal, user; navigation, options, and information reporting abilities, as well as a temporary login and password for product testing.

4.3. Goal 3: Company Information

The successful vendor should provide the following information in regards to the Vendor's company. This information should include, but not limited to the following:

Objective 1 - Provide disclosure information on company letterhead, including all officers and key employees.

Objective 2 – Provide a business profile of the Vendor's organization to include the following:

a) Financial – Bidders need only supply one copy of the following with their RFPs.

(1) Public Companies

(a) -annual reports for the last three years

(b) -history and description of the company
(c) -recent reports from securities analysts
(d) -published reports about the company

(2) Private Companies
(a) –financial statements or tax forms from three years
(b) –history and description of the company
(c) –published reports about the company, if any

b) Credit rating/report, letter from bank, suppliers.

Objective 3 - The Metro Ethernet Forum (MEF) is recognized throughout the telecommunications industry as the governing worldwide standards body for Metro Ethernet Services. The MEF is the leading industry authority with respect to establishing and maintaining best practices and standards to be leveraged in the development of Metro Ethernet infrastructure and in the design and delivery of Metro Ethernet Services. An MEF Certification – 2 is recommended, discuss how the Vendor meets or exceeds this certification.

5 Mandatory Requirements

The following mandatory requirements must be met by the Vendor as a part of the submitted proposal. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the proposal. The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the Purchasing Department.

5.1. Vendor will consult and meet with Kanawha County Schools Designee responsible for ERATE/WAN Services as necessary.

5.2. Vendor must provide line usage reports upon request.

5.3. Vendor must include termination of circuits at a switch/transceiver owned and maintained by the Vendor at each terminal and any one-time costs.

5.4. Vendor will transition services from the current WAN service provider to the awarded Bidder's service at no cost.

5.5. The Vendor must be an authorized provider under the FCC/SLD rules and be willing to file a SPI on behalf of Kanawha County Schools or be willing to provide e-rate reimbursement to Kanawha County Schools (through the BEAR form) and comply with all applicable E-rate rules and regulations. Kanawha County Schools will determine whether to use SPI or BEAR.

5.6. The County requires the network to be configured with a Network Operations Center (NOC) a core switch to be located in a secure, cooled, location on the Vendor's site. Installation, configuration, and all associated equipment including UPS must be provided.

5.7. Vendor must have support services available on a 24 hour/7 days per week basis. Kanawha County Schools requires that the Vendor provide 24/7 real-time notification to the Kanawha County School District of service interruption at any or all locations. In the event of an outage, the vendor support person/team must work with the Kanawha County School District to troubleshoot issues until the network is back up and fully functioning.

5.8. Vendor must provide the network transport solution with a minimum 99.999% uptime.

5.9. Vendor must provide Kanawha County Schools with an online portal that reports bandwidth data usage for every Kanawha County School District location. The portal must include up to the hour reporting (as close to real time as possible) and a past history of usage.

5.10. Vendor will add, delete, move or suspend service as directed KCS, on an as needed basis, at approved contracted rates Vendor shall not charge a termination fee or penalty for the termination of any services. KCS may cancel service to any school, department, location, or line at its sole discretion. Vendor shall not charge any penalties, fees, or termination charges for canceling services to any school, department, location or line provided pursuant to this RFP.

5.11. Vendor shall not invoice KCS for charges or fees not disclosed within the Vendor's bid proposal. KCS will only pay for charges/fees agreed to and provided herein.

5.12. Vendor shall provide a credit to KCS for interruptions or unscheduled outages to WAN service.

5.13. Vendor must clearly identify the goods or services that are not considered "eligible items" in both the bid response and any resulting billing statements under the current E-Rate guidelines

5.14. Vendor will be responsible for insuring compliance with all local, state and federal: laws, ordinances, rules, and regulations.

5.15. Kanawha County Schools reserves the right to change any circuit to an alternate speed with a 30 day notice to the Vendor. All quoted transfer rates will be available for the life of the contract.

5.16. Vendor must have the ability to provide a fiber Switched Ethernet Services/Metro Ethernet network to all schools and associated locations to the hub. Facilities routes may be a combination of aerial and underground connections.

5.17. All circuits will transport full quoted bandwidth, dedicated for Kanawha County Schools facilities use only.

5.18. ERATE Eligibility: KCS participates in the Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate." The program is administered by the Universal Service Administrative Company ("USAC") under the direction of the Federal Communications Commission ("FCC"). The program provides discounts to assist school districts in obtaining affordable telecommunications and internet access. More information regarding this program can be found at www.universalservice.org/sl. Service Providers should carefully review USAC's guidance prior to preparing their proposals in response to this RFP.

All Service Providers responding to this RFP must be eligible telecommunication service providers ("ETP") under the E-Rate program. Provide (1) a valid Service Provider Identification Number ("SPIN"); (2) a copy of its FCC Form 498, which provides electronic banking information to USAC; (3) contact information for the individual(s) employed at Service Provider responsible for filing E-Rate forms; and (4) verification that the Service Provider is an ETP. Print-outs from USAC/SLD's website are an acceptable method of providing this information. The above required information should be provided by the Vendor with the bid, but must be provided prior to award of contract.

All Service Providers responding to this RFP agree to comply with all E-Rate program rules and requirements. Additionally, all service providers responding to this RFP must also certify that they are not currently under suspension or debarment by USAC/SLD, the State of West Virginia, or any other state, or any other agency of the federal government. Service Providers must certify that they are not currently under "Red Light" by the FCC and provide evidence that they are not under "Red Light" status as of the date Service Provider submits its Proposal. Acceptable evidence is a dated printout from the FCC's Red Light Status webpage at www.fcc.gov, and this should also be attached to the proposal.

Service Providers must disclose whether they are currently or have ever been the subject of any investigations related to participation in the E-Rate program carried out by USAC/SLD, the FCC, the United States Department of Justice, or any other agency of the federal government. If Service Providers are currently under suspension, debarment, investigation, or "Red Light" status, they are encouraged to provide a written explanation of the events leading to this status; however, KCS reserves the right not to consider Service Provider's proposal.

KCS reserves the right to terminate any contract it may enter into under this RFP in the event that (1) Service Provider becomes the subject of an investigation by USAC/SLD, the FCC, the United States Department of Justice, or any other agency of the federal government; (2) Service Provider's "Red Light" status changes; or (3) Service Provider is suspended or debarred by USAC/SLD, the State of West Virginia, or any other state, or any other agency of the federal government. In the event of any of the foregoing actions, Service Provider is required to inform KCPS within ten (10) days of becoming aware of the investigation, status change, suspension, or debarment

5.19. Contractual Agreement Addendum: Vendor must complete the attached agreement addenda which should be submitted with the bid. This document must be received prior to award of contract and is included herein as Exhibit A.

REQUEST FOR PROPOSAL
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SECTION FIVE: VENDOR PROPOSAL

1 **Economy of Preparation:** Proposals should be prepared simply and economically providing a straightforward, concise description of the Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of the content.

2 **Incurring Cost:** Neither Kanawha County Schools nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.

3 **Proposal Format:** Vendors should provide responses in the format listed below:

Title Page: State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.

Table of Contents: Clearly identify the material by section and page number.

Attachment A: Within the attached response sheet (**Attachment A: Vendor Response Sheet**), provide the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

Also, describe the approach and methodology proposed for this project. This should include how each of the goals and objectives listed is to be met.

Attachment B: Complete **Attachment B: Mandatory Specification Checklist**. By signing and dating this attachment, the Vendor acknowledges that they meet or exceed each of these specifications as outlined in Section Four: Project Specifications. The Purchasing Department reserves the right to require documentation detailing how each is met at its discretion.

Attachment C: Complete **Attachment C: Cost Sheet** included in this RFP and submit in a separate sealed envelope. Cost should be clearly marked.

Oral Presentations: Not Applicable.

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4 **Proposal Submission:** Proposals must be received in **two distinct parts**: technical and cost.

- **Technical proposals** must not contain any cost information relating to the project.
- **Cost proposal** shall be sealed in a separate envelope and will not be opened initially.

All proposals must be submitted to the Purchasing Department **prior** to the date and time stipulated in the RFP as the opening date. All bids will be dated and time stamped to verify official time and date of receipt. All submissions must be in accordance with the provisions listed below and in Section Two: Instructions to Bidders Submitting Bids above.

5 **Technical Bid Opening**: The Purchasing Department will open and announce only the technical proposals received prior to the date and time specified in the Request for Proposal. The technical proposals shall then be provided to the evaluation committee.

6 **Cost Bid Opening**: The Purchasing Department shall schedule a date and time to publicly open and announce cost proposals when the Purchasing Department has approved the technical recommendation of the evaluation committee. All cost bids for qualifying proposals will be opened. Cost bids for non-qualifying proposals will also be opened but shall not be considered. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award.

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SECTION SIX: EVALUATION AND AWARD

1 **Evaluation Process**: Proposals will be evaluated by a committee of three (3) or more individuals against the established criteria with points deducted for deficiencies. The Vendor who demonstrates that they meet all of the mandatory specifications required; and has appropriately presented within their written response and/or during the oral demonstration (if applicable) their understanding in meeting the goals and objectives of the project; and attains the highest overall point score of all Vendors shall be awarded the contract. The selection of the successful Vendor will be made by a consensus of the evaluation committee.

2 **Evaluation Criteria**: All evaluation criteria is defined in the specifications section and based on a 100 point total score. Cost shall represent a minimum of 40 of the 100 total points.

The following are the evaluation factors and maximum points possible for technical point scores:

• Goal 1: Services	(28) Points Possible
• Goal 2: Support	(26) Points Possible
• Goal 3: Company Information	(6) Points Possible
• Cost	(40) Points Possible
Total	100 Points Possible

Each cost proposal cost will be scored by use of the following formula for all Vendors who attained the minimum acceptable score:

$$\frac{\textbf{Lowest price of all proposal}}{\textbf{Price of Proposal being evaluated}} \times 40 = \textbf{Price Score}$$

2.1 Technical Evaluation: The evaluation committee will review the technical proposals, deduct points where appropriate, and make a final written recommendation.

2.2 Minimum Acceptable Score: Vendors must score a minimum of 70% (42 points) of the total technical points possible. All Vendors not attaining the minimum acceptable score (MAS) shall be considered as non-qualifying. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Cost bids for non-qualifying proposals will also be opened but shall not be considered. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award.

2.3 Cost Evaluation: The evaluation committee will review the cost proposals, assign appropriate points, and make a final recommendation for award.

REQUEST FOR PROPOSAL

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Attachment A: Vendor Response Sheet

Provide a response regarding the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.

Vendor Response

Section 4, Subsection 4.1:

4.1. **Goal 1: Services**

The successful vendor should provide the following information in regards to the Vendor's Services. This information should include, but not limited to the following:

Objective 1 – Provide information demonstrating the ability of the Vendor to deliver services, with a similar scope. This may include statistical data, customer satisfaction surveys, at a minimum. (4 points possible)

Vendor Response –

Objective 2 – Provide references of public entities that have similar services to Kanawha County Schools for projects of similar size and scope that the Vendor is responsible for. Identify the amount of public entities/school systems the Vendor currently works with. (3 points possible)

Vendor Response -

Name:______________________________ (1 point)
Mailing Address: ________________________
Contact:_____________________________

Name:______________________________ (1 point)
Mailing Address: ________________________
Contact:_____________________________

Name:______________________________ (1 point)
Mailing Address: ________________________
Contact:_____________________________

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Objective 3 – Provide information demonstrating how the Vendor's proposed turnkey solution that will be installed, tested, fully operational and approved by Kanawha County Schools with the ability to turn up a full WAN solution by July 1, 2022. (4 points possible)

Vendor Response –

Objective 4 – Provide detail on the ownership of the Vendor's data transfer lines. If lines are "leased" from another Vendor, explain how and what efforts will be made to correct issues and minimize impact on Kanawha County School's services which may occur with non-vendor owned, or "leased," data transfer lines. Vendor or Vendor(s) who maintain complete ownership of data transfer lines servicing Kanawha County School's locations should also explain how and what efforts will be made to correct issues and minimize impact on Kanawha County Schools. Vendor(s) will be scored based on their response. (5 points possible)

Vendor Response –

Objective 5 – Provide a plan on how the Vendor will assist with the migration from our current WAN system to the Vendor's System. This plan should detail the efforts made to: minimize disruption of day-to-day business, implementation plans and personnel, as well as the requirements of Kanawha County Schools' personnel. (5 points possible)

Vendor Response –

Objective 6 – Provide documentation to illustrate proof of reliability, uptime, and speed for customers of similar size and scope as Kanawha County Schools. This should include statistical data of circuit up time and speed for a period of at least one year.. (7 points possible)

Vendor Response –

4.2. **Goal 2: Support:**

The successful vendor should provide the following information in regards to the Vendor's Support Services. This information should include, but not limited to the following:

Objective 1 - Kanawha County Schools requires a maximum four-hour "Back in service" response time from the point of notification from an authorized Kanawha County Schools or RESA representative of the system. Vendors should include a Service Level Agreement which includes the following liquidated damages provisions (reference mandatory requirement section 5.12):

a) Response time within 2 hours or 20% liquidated damages will be assessed against the cost of that service for that downed service.

b) The downed service shall be reinstated within 4 hours or 20% liquidated damages will be assessed against the cost of that services for that downed service.

c) If service is not reinstated after 24 hours, 40% liquidated damages will be assessed against the cost of that services for that downed service.

d) If Installation goes beyond 60 calendar days, beginning on the 61st day, liquidated damages of $1,000.00 per day will be assessed until that service is operational.

Explain how these needs will be met. (5 points possible)

Vendor Response –

Objective 2 - Provide descriptive literature regarding customer support availably and capability. Discuss days of operation including hours and include: the name, title, telephone number and email address of a local representative responsible for servicing the contract and ensuring the account is maintained in a professional manner. (4 points possible)

Vendor Response –

Objective 3 - Describe how KCS's Technology Department will be informed of problems with the network, scheduled outages and upgrades. Discuss the Vendor's centralized network testing and trouble correction system and submit an explanation of this capability and procedures utilized during the service outage. (4 points possible)

Vendor Response –

Objective 4 - Detail the procedures by which selected technical personnel from KCS will have access to the Vendor's technical staff. In doing so, include the level of assistance that will be provided to KCS technical staff to resolve various network issues. (5 points possible)

Vendor Response –

Objective 5 - (Reference mandatory requirement 5.9) Provide documentation demonstrating online portal services which will be available to Kanawha County Schools. This should include screenshots of the current bandwidth portal, user: navigation, options, and information reporting abilities, as well as a temporary login and password for product testing. (8 points possible)

Vendor Response –

4.3. Goal 3: Company Information

The successful vendor should provide the following company information. This information should include, but not limited to the following:

Objective 1 - Provide disclosure information on company letterhead, including all officers and key employees. (1 point)

Vendor Response –

Objective 2 – Provide a business profile of the Vendor's organization to include the following: (4 points possible)

a) Financial – Vendors need only supply one copy of the following with their RFPs.

(1) Public Companies (3 points possible for public companies use only)
- (a) -annual reports for the last three years (1 point)
- (b) -history and description of the company (1 point)
- (c) -published reports about the company (1 point)

(2) Private Companies (3 points possible for private companies use only)
- (a) –financial statements or tax forms from three years (1 point)
- (b) –history and description of the company (1 point)
- (c) –published reports about the company, if any (1 point)

b) Credit rating/report, letter from bank, suppliers. (1 point)

Vendor Response –

Objective 3 – The Metro Ethernet Forum (MEF) is recognized throughout the telecommunications industry as the governing worldwide standards body for Metro Ethernet Services. The MEF is the leading industry authority with respect to establishing and maintaining best practices and standards to be leveraged in the development of Metro Ethernet infrastructure and in the design and delivery of Metro Ethernet Services. An MEF Certification – 2 is recommended, discuss how the Vendor meets or exceeds this certification. (1 point possible)

Vendor Response –

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Attachment B: Mandatory Specification Checklist

Section 5, Subsection:

5.1. Vendor will consult and meet with Kanawha County Schools Designee responsible for ERATE/WAN Services as necessary.

5.2. Vendor must provide line usage reports upon request.

5.3. Vendor must include termination of circuits at a switch/transceiver owned and maintained by the Vendor at each terminal and any one-time costs.

5.4. Vendor will transition services from the current WAN service provider to the awarded Bidder's service at no cost.

5.5. The Vendor must be an authorized provider under the FCC/SLD rules and be willing to file a SPI on behalf of Kanawha County Schools or be willing to provide e-rate reimbursement to Kanawha County Schools (through the BEAR form) and comply with all applicable E-rate rules and regulations. Kanawha County Schools will determine whether to use SPI or BEAR.

5.6. The County requires the network to be configured with a Network Operations Center (NOC) a core switch to be located in a secure, cooled, location on the Vendor's site. Installation, configuration, and all associated equipment including UPS must be provided.

5.7. Vendor must have support services available on a 24 hour/7 days per week basis. Kanawha County Schools requires that the Vendor provide 24/7 real-time notification to the Kanawha County School District of service interruption at any or all locations. In the event of an outage, the vendor support person/team must work with the Kanawha County School District to troubleshoot issues until the network is back up and fully functioning.

5.8. Vendor must provide the network transport solution with a minimum 99.999% uptime.

5.9. Vendor must provide Kanawha County Schools with an online portal that reports bandwidth data usage for every Kanawha County School District location. The portal must include up to the hour reporting (as close to real time as possible) and a past history of usage.

5.10. Vendor will add, delete, move or suspend service as directed KCS, on an as needed basis, at approved contracted rates Vendor shall not charge a termination fee or penalty for the termination of any services. KCS may cancel service to any school, department, location, or line at its sole discretion. Vendor shall not charge any penalties, fees, or termination charges for canceling services to any school, department, location or line provided pursuant to this RFP.

5.11. Vendor shall not invoice KCS for charges or fees not disclosed within the Vendor's bid proposal. KCS will only pay for charges/fees agreed to and provided herein.

5.12. Vendor shall provide a credit to KCS for interruptions or unscheduled outages to WAN service.

5.13. Vendor must clearly identify the goods or services that are not considered "eligible items" in both the bid response and any resulting billing statements under the current E-Rate guidelines

5.14. Vendor will be responsible for insuring compliance with all local, state and federal: laws, ordinances, rules, and regulations

5.15. Kanawha County Schools reserves the right to change any circuit to an alternate speed with a 30 day notice to the Vendor. All quoted transfer rates will be available for the life of the contract.

5.16. Vendor must have the ability to provide a fiber Switched Ethernet Services/Metro Ethernet network to all schools and associated locations to the hub. Facilities routes may be a combination of aerial and underground connections.

5.17. All circuits will transport full quoted bandwidth, dedicated for Kanawha County Schools facilities use only.

5.18. ERATE Eligibility: KCS participates in the Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate." The program is administered by the Universal Service Administrative Company ("USAC") under the direction of the Federal Communications Commission ("FCC"). The program provides discounts to assist school districts in obtaining affordable telecommunications and internet access. More information regarding this program can be found at www.universalservice.org/sl. Service Providers should carefully review USAC's guidance prior to preparing their proposals in response to this RFP.

All Service Providers responding to this RFP must be eligible telecommunication service providers ("ETP") under the E-Rate program. Provide (1) a valid Service Provider Identification Number ("SPIN"); (2) a copy of its FCC Form 498, which provides electronic banking information to USAC; (3) contact information for the individual(s) employed at Service Provider responsible for filing E-Rate forms; and (4) verification that the Service Provider is an ETP. Print-outs from USAC/SLD's website are an acceptable method of providing this information. The above required information should be provided by the Vendor with the bid, but must be provided prior to award of contract.

All Service Providers responding to this RFP agree to comply with all E-Rate program rules and requirements. Additionally, all service providers responding to this RFP must also certify that they are not currently under suspension or debarment by USAC/SLD, the State of West Virginia, or any other state, or any other agency of the federal government. Service Providers must certify that they are not currently under "Red Light" by the FCC and provide evidence that they are not under "Red Light" status as of the date Service Provider submits its Proposal. Acceptable evidence is a dated printout from the FCC's Red Light Status webpage at www.fcc.gov, and this should also be attached to the proposal.

Service Providers must disclose whether they are currently or have ever been the subject of any investigations related to participation in the E-Rate program carried out by USAC/SLD, the FCC, the United States Department of Justice, or any other agency of the federal government. If Service Providers are currently under suspension, debarment, investigation, or "Red Light" status, they are encouraged to provide a written explanation of the events leading to this status; however, KCS reserves the right not to consider Service Provider's proposal.

KCS reserves the right to terminate any contract it may enter into under this RFP in the event that (1) Service Provider becomes the subject of an investigation by USAC/SLD, the FCC, the United States Department of Justice, or any other agency of the federal government; (2) Service Provider's "Red Light" status changes; or (3) Service Provider is suspended or debarred by USAC/SLD, the State of West Virginia, or any other state, or any other agency of the federal government. In the event of any of the foregoing actions, Service Provider is required to inform KCPS within ten (10) days of becoming aware of the investigation, status change, suspension, or debarment

5.19 Contractual Agreement Addendum: Vendor must complete the attached agreement addenda which should be submitted with the bid. This document must be received prior to award of contract and is included herein as Exhibit A.

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By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

____

(Company)

____

(Representative Name, Title)

____

(Contact Phone/Fax Number)

____

(Date)

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Attachment C: Cost Sheet

Cost information below as detailed in the Request for Proposal and submitted in a separate sealed envelope. Cost should be clearly marked. The Cost sheet has been created in an excel file to assist Vendors in response to this RFP. The RFP and Cost Sheet Excel files are available for download from the Kanawha County School's Bonfire procurement portal found at: https://kanawhacs.bonfirehub.com/portal/?tab=openOpportunities

Instructions for completing the Cost Sheet:

The Cost Sheet is composed of various locations, minimum/maximum bandwidths, a Monthly (Recurring) Cost, and Yearly Total which KCS intends to utilize during the life of contract. ***The quantities associated with each item of service are estimations only, however, accurately reflects the level of service currently provided to Kanawha County Schools at its locations. It is understood that Kanawha County Schools may need more or less than as indicated on the Cost Sheet. Kanawha County Schools reserves the right to increase or decrease, at its discretion, services as necessary in accordance with the pricing structure agreed to herein.***

Please note the following:

- *Minimum of 5Gb with scaled pricing to 20Gb from the hub (NOC) to K-12 network located at Building 6 @ WV State Capitol Complex, Charleston WV 25311.*
- *Minimum 50 Mb up to 20 Gb connection from all Kanawha County School District locations to the (NOC) hub. EXCEPTION: Bridge/Clendenin Elementary and Herbert Hoover High School will continue with service until they are closed and will have the ability to run in tandem, transfer to the new school locations, reduce/increase or cancel for operational reasons.*
- *Vendor should provide separate pricing for 50 Mb, 100 Mb, 300 Mb, and 500 Mb, 1 Gb, 2 Gb, 3 Gb, 4 Gb, 5 Gb, 6 Gb, 7 Gb, 10 Gb, 15 Gb, 20 Gb connections from all locations listed below to the (NOC) hub.*

The Vendor should complete the Cost Sheet by inserting the Vendor's price for services to be provided within the "Monthly Recurring Cost" cell for each item. Then multiply the Monthly (Recurring) Cost cell by 12 to find the Yearly Total for each item. The sum of all cells in the "Yearly Total" column is the "Location Total." If applicable, the Vendor should itemize (on a separate page) then total all Non-Reoccurring Charges necessary to implement services under this contract. The sum of the "Location Total" and "Non-Reoccurring Charges" cells are the "Grand Total." Vendors should use the Excel file as published on the Kanawha County School's Purchasing Department's Bonfire portal found at: https://kanawhacs.bonfirehub.com/portal/?tab=openOpportunities which will self-tabulate.

The cost sheet begins on the next page.

Cost Sheet
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LOCATION	MINIMUM BANDWIDTH	MAXIMUM BANDWIDTH	Monthly (Recurring) Cost	Yearly Total
NOC TO WVDE BUILDING 6	5Gb	20 Gb		$ -
Schools				
ALBAN ELEMENTARY SCHOOL	100 Mb	10 Gb		$ -
ALUM CREEK ELEMENTARY SCHOOL	100 Mb	10 Gb		$ -
ANDREW JACKSON MIDDLE SCHOOL	300 Mb	10 Gb		$ -
ANDREWS HEIGHTS ELEM SCHOOL	100 Mb	10 Gb		$ -
ANNE BAILEY ELEMENTARY SCHOOL	100 Mb	10 Gb		$ -
BELLE ELEMENTARY SCHOOL	100 Mb	10 Gb		$ -
BEN FRANKLIN VOC CTR	100 Mb	10 Gb		$ -
BRIDGEVIEW ELEMENTARY SCHOOL	300 Mb	10 Gb		$ -
CAPITAL HIGH SCHOOL	500 Mb	10 Gb		$ -
CARVER CAREER CENTER	100 Mb	10 Gb		$ -
CEDAR GROVE ELEM/MIDDLE SCHOOL	100 Mb	10 Gb		$ -
CENTRAL ELEMENTARY SCHOOL	100 Mb	10 Gb		$ -
CHAMBERLAIN ELEMENTARY SCHOOL	100 Mb	10 Gb		$ -
CHANDLER ALTERNATIVE	100 Mb	10 Gb		$ -
CHESAPEAKE ELEMENTARY SCHOOL	100 Mb	10 Gb		$ -
CLENDENIN ELEMENTARY SCHOOL	100 Mb	10 Gb		$ -
CROSS LANES ELEM SCHOOL	100 Mb	10 Gb		$ -
DU PONT MIDDLE SCHOOL	300 Mb	10 Gb		$ -
DUNBAR INTERMEDIATE SCHOOL	100 Mb	10 Gb		$ -
DUNBAR MIDDLE SCHOOL	300 Mb	10 Gb		$ -
DUNBAR PRIMARY SCHOOL	100 Mb	10 Gb		$ -
EAST BANK MIDDLE SCHOOL	300 Mb	10 Gb		$ -
EDGEWOOD ELEMENTARY	300 Mb	10 Gb		$ -
ELK CENTER ELEMENTARY SCHOOL	100 Mb	10 Gb		$ -
ELKVIEW MIDDLE SCHOOL	300 Mb	10 Gb		$ -
FLINN ELEMENTARY SCHOOL	100 Mb	10 Gb		$ -
GARNET CAREER CENTER	50 Mb	10 Gb		$ -
GEORGE WASHINGTON HIGH SCHOOL	500 Mb	10 Gb		$ -
GRANDVIEW ELEMENTARY SCHOOL	100 Mb	10 Gb		$ -
HAYES MIDDLE SCHOOL	300 Mb	10 Gb		$ -
HERBERT HOOVER HIGH SCHOOL	500 Mb	10 Gb		$ -
HOLZ ELEMENTARY SCHOOL	100 Mb	10 Gb		$ -
HORACE MANN MIDDLE SCHOOL	300 Mb	10 Gb		$ -
JOHN ADAMS MIDDLE SCHOOL	300 Mb	10 Gb		$ -
KANAWHA CITY ELEMENTARY SCHOOL	100 Mb	10 Gb		$ -
KENNA ELEMENTARY SCHOOL	100 Mb	10 Gb		$ -
LAKEWOOD ELEMENTARY SCHOOL	100 Mb	10 Gb		$ -
MALDEN ELEMENTARY SCHOOL	100 Mb	10 Gb		$ -
MARMET ELEMENTARY SCHOOL	100 Mb	10 Gb		$ -
MARY INGLES ELEMENTARY SCHOOL	100 Mb	10 Gb		$ -
MCKINLEY MIDDLE SCHOOL	300 Mb	10 Gb		$ -
MIDLAND TRAIL ELEM SCHOOL	100 Mb	10 Gb		$ -
MONTROSE ELEMENTARY SCHOOL	100 Mb	10 Gb		$ -
NITRO ELEMENTARY SCHOOL	100 Mb	10 Gb		$ -
NITRO HIGH SCHOOL	500 Mb	10 Gb		$ -
OVERBROOK ELEMENTARY SCHOOL	300 Mb	10 Gb		$ -
PIEDMONT ELEMENTARY SCHOOL	100 Mb	10 Gb		$ -
PINCH ELEMENTARY SCHOOL	100 Mb	10 Gb		$ -
POINT HARMONY ELEM SCHOOL	300 Mb	10 Gb		$ -
PRATT ELEMENTARY SCHOOL	100 Mb	10 Gb		$ -
RICHMOND ELEMENTARY SCHOOL	100 Mb	10 Gb		$ -
RIVERSIDE HIGH SCHOOL	500 Mb	10 Gb		$ -
RUFFNER ELEMENTARY SCHOOL	100 Mb	10 Gb		$ -
RUTHLAWN ELEMENTARY SCHOOL	100 Mb	10 Gb		$ -
SHARON DAWES ELEMENTARY SCHOOL	100 Mb	10 Gb		$ -
SHOALS ELEMENTARY SCHOOL	100 Mb	10 Gb		$ -
SISSONVILLE ELEMENTARY SCHOOL	100 Mb	10 Gb		$ -
SISSONVILLE HIGH SCHOOL	500 Mb	10 Gb		$ -
SISSONVILLE MIDDLE SCHOOL	300 Mb	10 Gb		$ -
SOUTH CHARLESTON HIGH SCHOOL	500 Mb	10 Gb		$ -
SOUTH CHARLESTON MIDDLE SCHOOL	300 Mb	10 Gb		$ -
ST ALBANS SENIOR HIGH SCHOOL	500 Mb	10 Gb		$ -
WESTSIDE MIDDLE SCHOOL	300 Mb	10 Gb		$ -

WEBERWOOD ELEMENTARY SCHOOL	100 Mb	10 Gb		$ -
WEIMER ELEMENTARY SCHOOL	100 Mb	10 Gb		$ -
WESTSIDE ELEMENTARY(Mary C. Snow)	100 Mb	10 Gb		$ -
Non Instructional Facilities				
East Bank Bus Terminal	50 Mb	100 Mb		$ -
Elkview Bus Terminal	50 Mb	100 Mb		$ -
Saint Albans Bus Terminal	50 Mb	100 Mb		$ -
Sissonville Bus Terminal	50 Mb	100 Mb		$ -
South Charleston Bus Terminal	50 Mb	500 Mb		$ -
Crede Operations Center	100 Mb	1 Gb		$ -
Edison Annex-Staff Development	100 Mb	10 Gb		$ -
KCS BOARD OFFICE to NOC	300 Mb	10 Gb		$ -
Roxalana Annex	50 Mb	100 Mb		$ -
Shawnee Community Center	50 Mb	100 Mb		$ -
Location Total				$ -

Non-Reoccurring Charges (if applicable) Itemize separately and enter total amount here.	

Grand Total (Location total + Non-Reoccurring Charges)	$ -

**Please provide separate pricing for the following services:*

50Mb	100Mb	300Mb	500Mb	1Gb	2Gb	3Gb
2Gb	**4Gb**	**5Gb**	**6Gb**	**10Gb**	**15Gb**	**20Gb**