

Request for Proposals for WAN Services (2024 Roane County WAN RFP)

Purpose

Roane County School District requests proposals for high-bandwidth, wide-area network services at its multiple facilities as described in the following documentation.

Responses must be submitted via sealed bid to:

Roane County Schools
2024 WAN RFP
813 Capitol Street
Spencer, WV 25276

Any bids submitted in an alternate format other than a physical, sealed bid cannot be accepted. Please submit at least three (3) copies of your bid no later than 1:00 pm local prevailing time on Friday, December 8, 2023.

E-Rate Applicant BEN	126674
E-Rate Form 470	24003549

Summary of Projected Schedule

FCC Form 470 with RFP Posted	November 1, 2023
Sealed bids due by 1:00 PM LPT	December 8, 2023
Acceptance of successful bid by the Roane County Board of Education	NET December 14, 2023
Start date of services	July 1, 2024

CONFLICT OF INTEREST STATEMENT

Pursuant to WV Code 61-10-15, It is unlawful for any member of a county commission, district school officer, secretary of a Board of Education, supervisor or superintendent, principal or teacher of public schools or any member of any other county or district board or any county or district officer to be or become pecuniarily interested, directly or indirectly, in the proceeds of any contract or service or in the furnishing of any supplies in the contract for or the awarding or letting of a contract if, as a member, officer, secretary, supervisor, superintendent, principal or teacher, he or she may have any voice, influence or control

I. Project Specifications and Requirements

Roane County School District (RCS) is seeking bids for the installation and / or provision of high bandwidth wide-area network services to all sites as listed in Section III (Sites). The successful provider must include in its proposal how it will provide adequate capacity to serve the desired bandwidth as indicated as well as provide up to the future desired capacity upon the request of Roane County School District.

Proposals for leased lit and leased dark fiber services will be considered.

Leased lit services must transport full quoted bandwidth on circuits dedicated for RCS use only and include termination of each circuit at the demarcation location of the site with appropriate equipment owned and maintained by the provider and capable of interfacing with the district's existing switching hardware at the full quoted speed. Such equipment shall be described by brand name and model number with any required accessory devices in the proposal. The proposal shall also include whether any mid-path electronics or distribution facilities are necessary to provision the circuits.

Leased dark fiber services must provide a minimum of two strands between each location and the district's central network hub, currently located at the Roane County Board of Education offices (813 Capitol Street) in Spencer, WV. The provider shall test each circuit provided prior to handoff and provide the results of such testing, including Optical Time Domain Reflectometer (OTDR) reports, and shall include the following: cable identification, origination and termination locations, fiber identification, wavelength, segment length, and bi-directional loss. Acceptance / rejection of test results shall be made by RCS.

Proposals must permit termination of services at a site upon 30-days notice by Roane County Schools without any early termination fee.

Should it be required to relocate the district's central hub at the Roane County Board of Education offices to another of the district's sites, the vendor shall work with RCS to accommodate such relocation as expeditiously as possible. Similarly, should it be required to change the logical nature or location of the district's connection to the West Virginia Department of Education, the vendor shall work with RCS to accommodate such changes.

Proposals including Special Construction Charges must delineate such charges for each site to the extent such charges are required to provide the proposed service at that site.

Proposals must describe the physical and logical network topology proposed to provide service at each site to be served.

Proposals must include a description of the vendor’s capabilities for centralized network testing, trouble correction, outage identification and repair, and estimated response time to submission of trouble tickets by RCS. Proposals must include in their pricing a restoration time of no more than four hours for tickets submitted during regular business hours.

Per West Virginia Board of Education Policy 8200, the successful vendor will be awarded a one-year contract with up to two, one-year extensions, which may be optionally renewed for two additional years. Vendor must sign the attached Purchasing Addendum provided in this document (Attachment 3).

Any deviation from these specifications must be clearly detailed in the proposal, as should any alternatives proposed as “equal to” those specified in this document.

Any questions regarding the contents of this document, including specifications and sites, must be submitted to RCS no later than 3:00 PM local prevailing time on Monday, November 27, 2023. Answers to these questions will be posted no later than 3:00 PM local prevailing time on Friday, December 1, 2023. Questions may be submitted in writing to Dr. Richard Duncan, Superintendent, at either of the following:

Mailing address:

813 Capitol Street
Spencer, WV 25276

Electronic mail:

rdduncan@k12.wv.us

II. Schedule

Roane County School District intends to award a vendor(s) responsive to this request in an expeditious manner. However, any and all approvals related to this request are subject to action by the Roane County Board of Education at a properly-noticed public meeting and subsequent funding commitment under the E-Rate program.

The projected schedule is as follows:

FCC Form 470 with RFP Posted	November 1, 2023
Questions due by 3:00 PM LPT	November 27, 2023
Answers posted by 3:00 PM LPT	December 1, 2023
Sealed bids due by 1:00 PM LPT	December 8, 2023

Acceptance of successful bid by the
Roane County Board of Education

NET December 14, 2023

Start date of services

July 1, 2024

Any provision for Special Construction required to provide service to a site(s) may be authorized to commence prior to July 1, 2024, at the sole discretion of RCS.

III. Sites

Proposals shall consider services at the following locations and bandwidths. A vendor may choose to provide service at one or more sites, though the ability to provide services at all locations is a component of bid evaluation provided in Section IV (Bid Evaluation). Vendor may quote pricing beginning at 1 Gbps and in increments of no less than 1 Gbps up to the desired bandwidth capacities should capacity for the desired bandwidth not be available upon commencement of services on July

Site	Current Bandwidth	Desired Bandwidth	Future Desired Capacity
Geary Elementary / Middle School 9538 Clay Road, Left Hand, WV 25251	1 Gbps	10 Gbps	40 Gbps
Spencer Elementary School 85 Clay Road, Spencer, WV 25276	1 Gbps	10 Gbps	40 Gbps
Spencer Middle School 102 Chapman Avenue, Spencer, WV 25276	1 Gbps	10 Gbps	40 Gbps
Walton Elementary / Middle School 90 School Drive, Walton, WV 25286	1 Gbps	10 Gbps	40 Gbps
Roane County High School 1 Raider Way, Spencer, WV 25276	1 Gbps	10 Gbps	40 Gbps
Roane County Athletic Complex (see Attachment 4 for physical location)	—	10 Gbps	40 Gbps
Paul L. Cummings 4-H / FFA Barn (see Attachment 4 for physical location)	—	10 Gbps	40 Gbps
Roane County BOE Offices 813 Capitol Street, Spencer, WV 25276	2 Gbps	10 Gbps	40 Gbps
New location of Spencer Middle School (scheduled to be open for 2024-25 school year; see Attachment 4 for physical location)	—	10 Gbps	40 Gbps
Roane County Bus Garage 167 East Main Street, Spencer, WV 25276	100 Mbps	10 Gbps	40 Gbps
Roane County BOE offices to WVDE South POP, Charleston, WV	2 Gbps	10 Gbps	40 Gbps

1, 2024. In this case, anticipated date(s) of availability, if not than July 1, 2024, must be noted on the quotation form (Attachment 1).

The final site listed is intended to delineate the requirement that service be provided from the district's central hub at the Roane County Board of Education offices in Spencer, WV, to the West Virginia Department of Education's southern point-of-presence in Charleston, WV.

Bandwidth listed shall be fully available to the district from each site to the district's central hub at the Roane County Board of Education offices in Spencer, WV, without filtering, throttling, or other service impact by the vendor.

IV. Bid Evaluation

The following criteria shall be used when evaluating bids:

40% Installation costs, other one-time costs, and monthly recurring costs for the lifetime of the proposal

20% Ability of the proposal to provide services meeting bandwidth requirements and future capacity as requested

20% Ability of the proposal to provide services at all requested locations

10% Vendor's past relationship to RCS

10% Ability of the provider to service and maintain proposed services and respond to trouble tickets as specified

V. General Terms and Conditions for RFPs

1. Awards will be made in the best interest of Roane County School District.
2. Roane County School District may accept or reject, in part, or in whole, any and/or all bids.
3. Roane County School District reserves the right to waive any technicalities or minor irregularities in responses received and to award the contract in the most beneficial manner for the district.
4. All quotations are governed by West Virginia Code and West Virginia Board of Education Policy 8200.
5. All services performed or goods delivered under Roane County Schools Purchase Orders / Contracts are to be continued for the term of the Purchase Order / Contract contingent upon funds being appropriated by the Legislature or otherwise being made available. In the events

funds are not appropriated or otherwise available for these services or goods, the Purchase Order / Contract becomes void and of no effect after June 30.

6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payments in accordance with West Virginia Code.
8. Vendor preference will be granted only upon written request at the time of bid in accordance with West Virginia Code and Roane County School District's purchasing policy.
9. Any additional taxes, charges, or fees must be disclosed and included in the quoted price.
10. Roane County School District is exempt from federal and state taxes and will not pay or reimburse such taxes.
11. The Treasurer / Chief School Business Official may cancel any Purchase Order / Contract upon 30 days written notice to the seller.
12. The laws of the State of West Virginia and West Virginia Board of Education Policy 8200 shall govern all rights and duties under the Contract, including without limitation the validity of the Purchase Order / Contract.
13. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.

VI. Instructions to Bidders

1. Bids are to be received in the form of sealed bids.
2. Bids will be publicly opened on Friday, December 8, 2023, at 1:00 PM local prevailing time at the Roane County Board of Education offices, 813 Capitol Street, Spencer, WV 25276.
3. Any and all bids may be rejected if there is a sound, documented reason.
4. An approved purchase order is required before the merchandise or service is ordered.
5. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as "equal to" the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Superintendent may waive minor deviations to specifications.
6. Complete all applicable sections of the quotation form for each quoted bandwidth (Attachment 1), the no-debt affidavit (Attachment 2), and the purchasing addendum (Attachment 3).
7. Unit prices prevail in case of discrepancy.
8. The vendor must clearly instruct on the bid document if the bidder wishes to have the payment sent to a different "remit to" address other than the address on this document.

ATTACHMENT 1 - QUOTATION FORM

Complete one (1) form for each quoted bandwidth. If quoted bandwidth on a particular form is not to be provided at a particular location, clearly write / type “NOT SERVED AT THIS BANDWIDTH” in that location’s row on the form.

QUOTED BANDWIDTH FOR THIS FORM: _____ ANTICIPATED DATE OF AVAILABILITY: _____

Site	E-Rate Eligible				E-Rate Ineligible	
	Non-recurring, one-time charges	Special Construction charges	Monthly service recurring charges	Other monthly recurring charges	Non-recurring, one-time charges	Monthly recurring charges
Geary Elementary / Middle School 9538 Clay Road, Left Hand, WV 25251						
Spencer Elementary School 85 Clay Road, Spencer, WV 25276						
Spencer Middle School 102 Chapman Avenue, Spencer, WV 25276						
Walton Elementary / Middle School 90 School Drive, Walton, WV 25286						
Roane County High School 1 Raider Way, Spencer, WV 25276						
Roane County Athletic Complex (see Attachment 4 for physical location)						
Paul L. Cummings 4-H / FFA Barn (see Attachment 4 for physical location)						
Roane County BOE Offices 813 Capitol Street, Spencer, WV 25276						
New location of Spencer Middle School (scheduled to be open for 2024-25 school year; see Attachment 4 for physical location)						
Roane County Bus Garage 167 East Main Street, Spencer, WV 25276						
Roane County BOE offices to WVDE South POP, Charleston, WV						

ATTACHMENT 2 - NO-DEBT AFFIDAVIT

Per West Virginia Code 5A-3-10A, 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 \$1,000 in the aggregate or the debtor is in employer default.

Definitions

(1) "Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, amounts owed to the Workers' Compensation Funds as defined in §23-2C-1 et seq. of this code, penalty or other assessment or surcharge presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

(2) "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, and includes any person or entity that is in employer default.

(3) "Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in §23-2C-2 of this code, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

(4) "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function and whose jurisdiction is coextensive with one or more counties or municipalities.

(5) "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 of this section does not apply where a vendor has contested any tax administered pursuant to Chapter 11 of this code, amount owed to the Workers' Compensation Funds as defined in §23-2C-1 et seq. of this code, 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 (WVC 61-5-3), it is hereby certified that the bidder and all related parties do not owe any debts as defined here or, if a debt is owed, that the provisions of the exception above apply.

Bidder's Name _____

Authorized Signature _____

Date _____

ATTACHMENT 3 - PURCHASING ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

- 1. **DISPUTES** - Any references in the agreement to arbitration or to jurisdiction of any court other than the Circuit Court of the county in which the Agency is located are hereby deleted. The parties may agree to nonbinding mediation prior to litigation.
- 2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
- 3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
- 4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a political subdivision of the State of West Virginia, the Agency is generally exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
- 5. **PAYMENT** - Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
- 6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
- 7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
- 8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- 9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
- 10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- 11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
- 12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to a State agency or another local governmental agency, board or commission of the State of West Virginia upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
- 13. **LIMITATION OF LIABILITY** - The Agency, as a political subdivision of the State, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, the Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
- 15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The Agency is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
- 18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- 19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. Governmental contracts are public records under the West Virginia Freedom of Information Act.
- 21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Agency.

ACCEPTED BY:	VENDOR:
Local Education Agency: <u>Roane County Schools</u>	Company Name: _____
Signed: <u></u>	Signed: _____
Title: <u>Superintendent</u>	Title: _____
Date: <u>11/1/2023</u>	Date: _____

ATTACHMENT 4 - PHYSICAL LOCATION OF SELECT FACILITIES

