

**2025 BERKELEY COUNTY SCHOOLS
WIDE AREA NETWORK
REQUEST FOR PROPOSAL**

GENERAL TERMS & CONDITIONS

1. Awards will be made in the best interest of the Berkeley County Schools.
2. The Berkeley County Schools may accept or reject in part, or in whole, any bid.
3. Berkeley County Schools 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 the *West Virginia Code* and Policy 8200.
5. All services performed or goods delivered under Berkeley County Schools Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30 of each fiscal year.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Vendor preference will be granted only upon written request at the time of bid in accordance with the *West Virginia Code* and Berkeley County Schools' purchasing policy.
8. Any additional taxes, charges, or fees must be disclosed and included in quoted price.
9. The Berkeley County Schools is exempt from Federal and State taxes and will not pay or reimburse such taxes.
10. The Purchasing Director may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and Policy 8200 shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.

INSTRUCTIONS TO BIDDERS

1. RFP responses are to be received in the form of sealed bids at Berkeley County Schools Board Room, 1453 Winchester Avenue, Martinsburg WV 25405, with 3 (three) paper copies and 1 (one) electronic copy (CD or flash drive).
2. Bids will be publicly opened on, February 21, 2025 at 10 AM, in the Berkeley County Schools Board Room, 1453 Winchester Avenue, Martinsburg WV 25405.
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 Purchasing Director may waive minor deviations to specifications.
6. Complete all sections of the quotation form.
7. Unit prices shall prevail in case of discrepancy.
8. The vendor must clearly instruct on the bid document if the vendor wishes to have the payment sent to a different "remit to" address other than the address on this document.

CERTIFICATION OF NON-CONFLICT OF INTEREST

According to W. Va. Code §61-10-15, It shall be unlawful for any member of a county commission, overseer of the poor, 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 for any county or district office to be or become peculiarly interested, directly or indirectly, in the proceeds of any contract or service, or in furnishing any supplies in the contract for, or the awarding or letting of, which as such member, officer, secretary, supervisor, superintendent, principal, or teacher, he/she may have any voice, influence or control.

No Debt Affidavit

Instructions

The **No Debt Affidavit** is administered in accordance with the ***West Virginia Code, §5A-3-10A***.

According to the statute, 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.

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 five 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: _____

2025 BERKELEY COUNTY SCHOOLS WAN RFP SCOPE OF WORK

Berkeley County School District is soliciting a Request for Proposal for the installation of Wide Area Network service commencing with E-rate funding year 2025 as indicated below. The County reserves the right to modify the project as deems necessary. This RFP and the winning bidder's response shall become an integral part of the resultant contract, and shall be attached thereto and incorporated therein. The project must include termination of each circuit at a switch owned and maintained by the vendor at each termination location MDF (Berkeley County School District buildings).

The proposal shall include initial installation (non-recurring charges) and monthly recurring service charges that shall be priced separately for each service location.

Any questions related to the technical aspects of this document should be directed to Leah Bass, at lduke@k12.wv.us

- The vendor must quote a turn-key solution that will be installed, tested, fully operational, and accepted by Berkeley County Schools within ninety (90) days after issue of purchase order. This should occur to start services by July 1, 2025. Billing should only begin once all circuits have successfully completed testing and turn-up.
- In case of service interruption, the vendor must include in their quoted service price a four-hour "*back in service*" response time from the time of notification by an authorized Berkeley County Schools representative during regular business hours.
- The vendor must include an explanation of the capabilities of their centralized network testing, trouble correction system, and procedures utilized during the service outage. In addition, the vendor must allow the Berkeley County Schools representative to monitor the utilization of bandwidth and traffic flow at all switch ports at the NOC through a web interface. Please provide screen shots of the interface.
- All circuits in this RFP response will transport full quoted bandwidth for Berkeley County Schools use only.
- Preference will be given to the provider who can offer county-wide services via a turn-key WAN proposal rather than via subcontracting services or lease/resale. Please specify in detail the extent if any of services that are intended to be provided by a subcontractor or through lease/resale.
- Berkeley County School District reserves the right to award to multiple vendors, selecting portions of the vendors' solutions best suitable for County's needs.
- Vendors must include a copy of their service agreement with their proposal.

- The vendor's proposal price shall be for two years. Other proposed contract terms may also be considered. Vendor must agree to sign contract agreement addendum. (See Attachment A).
- Berkeley County School District will select the most cost effective, most qualified, and most responsive and responsible bidders when making the award. The evaluation of each proposal will have the heaviest weight assigned to price (complete installation costs, all other one-time costs, and monthly recurring costs for a period of the contract duration). Evaluation will also be based on prior experience of Berkeley County Schools with the respondent, technical capability and quality of work performed in other networks, and qualification of personnel. Additional evaluation criteria may include the ability of the vendor to deliver a complete array of optional data transfer rates, the ability to provide a turn-key solution, and the ability of the district to monitor bandwidth usage and traffic flow through a web portal. The District reserves the right to use additional criteria as needed.
- The winning vendor will be required to have or obtain a SPIN number before the start of service and submit a Service Provider Invoice Form directly to USAC pursuant to E-rate procedures established by the federal government. The winning vendor will be required comply with all applicable E-rate rules and regulations.
- The vendor must sign a Purchasing Policies and Procedures for local Education Agencies Agreement Addendum which will be sent to the vendor upon selection. This document notifies vendors of State laws and procedures. See Attachment A.
- Berkeley County School District requires the network to be configured with two Network Operations Center (NOC) located at Mountain Ridge Middle School and Berkeley County Schools Warehouse.
- Each year, during the renewal process, price drops should be included as part of the renewal process, as applicable, and included in signature documents for renewal.
- The vendor shall provide a physical and logical Network Drawing of proposed network in Visio format and PDF format.

CIRCUIT SPECIFICATIONS

- Please provide separate pricing for all options: 50, 100, 200, 300, 400, 500 Mb/s connection from all schools and NIFs listed below.
- Berkeley County Schools reserves the right to change any circuit to any speed specified in this RFP and in the vendor's response any time during the life of the contract with a 30-day notice to the vendor. Any relevant proposed services and/or pricing contained in the winning vendor's RFP response must be incorporated into the resultant contract. The resultant contract must also contain a provision specifically

allowing for upgrades and downgrades during the life of the contract at or below the pricing quoted for that speed in the winning vendor's proposal. All quoted transfer rates will be available for the life of the contract.

- If a facility of the Board should close, Berkeley County Board of Education reserves the right to cancel a circuit without termination charges or penalties during the course of the contract.

FOLLOWING IS THE LIST OF LOCATIONS REQUIRING SERVICE. PLEASE PROVIDE PRICING FOR EACH OPTION AT EACH LOCATION.

Entity Name	Physical Address	Connection Options
BCS Driving Range	404 Cumbo Rd, Martinsburg, 25403	50, 100, 200, 300, 400, 500 Mb/s
BCS Driving Range (Point to Point)	404 Cumbo Rd, Martinsburg, 25403	50, 100, 200, 300, 400, 500 Mb/s

Note: Driving Range (Point to Point) circuit connects to James Rumsey Technical Institute located at 3274 Hedgesville Rd, Martinsburg, WV 25403.

ATTACHMENT A

PURCHASING POLICIES AND PROCEDURES MANUAL

FOR LOCAL EDUCATIONAL AGENCIES

AGREEMENT 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:

Local Education Agency: _____

Signed: _____

Title: _____

Date: _____

VENDOR:

Company Name: _____

Signed: _____

Title: _____

Date: _____