



Lincoln County Schools

LINCOLN COUNTY SCHOOLS	REQUEST FOR PROPOSALS (RFP): WIDE AREA NETWORK (DIGITAL TRANSMISSION) with a MULTI-YEAR CONTRACT
Direct all inquiries concerning this bid to: Lincoln County Schools Attention: Currie Sutton All questions must be submitted via email no later than 12:00 P.M. EST, <u>February 19, 2024</u>	<u>Please return one (1) hard copy and one (1) digital copy of your response to Lincoln County Schools, c/o Epic Communications, 31225 Bainbridge Road, Suite H, Solon, OH 44139 ATTENTION: Ms. Currie Sutton</u> All responses are due by 2:00 P.M. EST, <u>March 05, 2024.</u> All responses must be signed and have the pricing spreadsheet returned with the response.
Email: currieasutton@epicinc.org	Date of E-Rate Service July 1, 2024 through June 30, 2029 with possible voluntary extensions (one-year renewals)

NOTE: Questions concerning the specifications in this Request for Proposals will be received until date and time listed above. **ALL QUESTIONS MUST BE SUMMITTED IN WRITING BY EMAIL TO THE EMAIL ADDRESS LISTED ABOVE.** NO QUESTIONS will be received by telephone. Questions received after the date and time listed above will not be considered. It is the OFFEROR'S responsibility to ensure that all addenda have been reviewed and, if need be, signed and returned.

NOTICE TO BIDDERS: Sealed Proposals subject to the conditions herein will be received until the date and times listed above.



Lincoln County Schools

LINCOLN COUNTY SCHOOLS	REQUEST FOR COMPETITIVE BIDS AND PROPOSALS FOR E-RATE CATEGORY 1 SERVICES
REQUEST FOR PROPOSALS (RFP): WIDE AREA NETWORK (DIGITAL TRANSMISSION) with a MULTI-YEAR CONTRACT	
RFP RELEASE DATE: February 5, 2024	LAST DAY TO ASK QUESTIONS: February 19, 2024
RFP RESPONSE DATE: March 05, 2024	
Lincoln County Schools does not discriminate on the basis of age, race, color, national or ethnic origin, sex, or handicap in employment practices or in administration of any of its educational programs and activities in accordance with applicable federal statutes and regulations.	

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Lincoln County Schools is soliciting a WAN (transport only) proposals from qualified Service Providers for the Schools listed in Section II and the services listed in Section V.

I. INSTRUCTIONS TO BIDDER AND GENERAL TERMS AND CONDITIONS

1. Awards will be made in the best interest of Lincoln County Schools.
2. This solicitation does not commit **Lincoln County Schools** to award a contract, to pay any cost incurred in the preparation of a proposal, to procure or contract for the articles of goods or services. The District reserves the right to accept or reject any or all proposals received as a result of this solicitation, to negotiate its entirety this solicitation if it is in the best interest of the District to do so. The offeror shall bare all costs associated with the preparation of the response.
3. All quotations are governed by the *West Virginia Code* and Policy 8200.
4. All services performed, or goods delivered under Lincoln 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted only upon written request at the time of bid in accordance with the *West Virginia Code* and Lincoln County Schools purchasing policy.
8. Lincoln County Schools is exempt from Federal and State taxes and will not pay or reimburse such taxes.
9. The Purchasing Director of Lincoln County Schools may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. 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.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. E-Rate instructions: This bid will be issued at the same time the FCC Form 470 is filed; this bid will remain posted for no less than 28 days. It is the responsibility of the service provider to follow and track updates to the Form 470 within the E-Rate Productivity Center (EPC) a.k.a. The E-Rate Portal for responses to questions that may be received during the bidding process.
13. Funding will be subject to E-Rate eligibility and District Approval. Any Contract entered into by the District will be contingent upon E-Rate funding.

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14. Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.
15. Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered
16. **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.
17. **Lowest Corresponding Price:** Per FCC rules, vendors must offer the Lowest Corresponding Price when submitting proposals. Lowest Corresponding Price (LCP) is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-rate applicant (school, library, or consortium) for similar services. See 47 CFR, Part 54, Section 54.500(f). Service providers cannot charge E-rate applicants a price above the LCP for E-rate services. See 47 CFR Section 54.511(b). There is a rebuttable presumption that rates offered within the previous 3 years are still compensatory.
18. **All bids shall be SEALED AND ADDRESSED to: Lincoln County Board of Education, c/o Epic Communications, 31225 Bainbridge Road, Suite H, Solon, OH 44139 ATTENTION: Ms. Currie Sutton.**
19. Bids received prior to the time of opening shall be held unopened. No responsibility will be assumed by the district or its representatives for the premature opening of a BID NOT PROPERLY IDENTIFIED as stated above.
20. **ALL BIDS ARE DUE not later than 2:00 P.M. Eastern Standard Time March 05, 2024.** Bids may be HAND DELIVERED until the time of the bid opening. Bids may be delivered by U.S. Postal service or commercial delivery preceding the time of bid opening.
21. Bids will be **publicly opened 2:00 PM on March 05, 2024** at the **Epic Communications Offices, 31225 Bainbridge Road, Suite H, Solon, OH 44139.**
22. After recording the bids received, the bids will be referred to the appropriate administrative office for tabulation, review, and subsequent recommendations for Board action, if necessary.
23. It is a REQUIREMENT THAT BID RESPONSE PRICING BE SUBMITTED ON **PRICING SPREADSHEETS**. **One (1) clearly identified sealed printed originals of your proposal as well as one (1) digital (CD, DVD, USB drive – NO EMAIL) copy is required for district evaluation. The digital version must include pricing in a spreadsheet format and should be included in your sealed package for the printed copies submission. No PDF format for pricing sheets should be used for the digital submission.** Responsive proposals should provide straightforward, concise information that satisfies the requirements of this RFP. The District does not wish nor require that vendors bind their responses nor staple sections together. Responses in 3-hole punched binders or loose with a binder clip are sufficient and desired. Emphasis should be placed on skills and experience that respond to the needs of the School Board, the requirements of this RFP, and completeness and clarity of content.

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24. If there are any questions regarding this RFP please direct those to: currieasutton@epicinc.org. The **deadline for questions will be February 19, 2024 at 12:00 P.M. EST**. No questions will be accepted after this time.
25. All entries shall be entered in ink or typewritten and shall remain firm for a period of not less than **(ninety) 90 days**. Mistakes may be crossed out and corrections inserted adjacent thereto, and shall be initialed, in ink, by the person signing the proposal.
26. Unit prices shall prevail in case of any discrepancies.
27. Offers, amendments thereto or withdrawal requests must be received by the time advertised for proposal opening to be timely filed. It is the vendor's sole responsibility to ensure these documents are received by the person at the time indicated in the solicitation document.
28. By submission of an offer, you are guaranteeing that all services meet the requirements of the solicitation.
29. The document that will form the contract shall include the entire solicitation, all amendments, the winning offeror's proposal and the subsequent "Contract Agreement".
30. All vendors will receive EQUAL CONSIDERATION in the bidding procedures
31. Bids will be awarded to the BIDDER who MEETS SPECIFICATIONS, complies with all INSTRUCTIONS AND CONDITIONS, and demonstrates product/service delivery superiority via demonstrations and test runs if required.
32. Every effort has been made to ensure that all information needed by the offeror is included herein. If an offeror finds that the proposal cannot be completed without additional information, if there are any questions for this bid, please direct those to: currieasutton@epicinc.org. All replies to the questions shall be in writing. All questions and written replies will be distributed to all offerors and will be regarded as a part hereof.
33. Proposals, amendments thereto or withdrawal requests must be received by the time advertised for proposal opening to be timely filed. It is the vendor's sole responsibility to ensure that these documents are received by the person (or office) at the time indicated in the solicitation document.
34. Ambiguous Offers: Offers, which are uncertain as to terms, delivery, compliance to requirements and/or specifications, may be rejected or otherwise disregarded.
35. **Prohibition of Gratuities:** Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by West Virginia law. The provision of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contribution nor shall they prohibit a parent, grandparent or relative for making a gift to child, grandchild or other close relatives for love and affection except as hereinafter provided."
36. **Offeror's Qualifications:** Offers shall be considered only from offerors who are regularly established in the business called for, and who in the judgment of the district, are financially responsible and able

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to show evidence of their reliability, ability, experience, and have personnel directly employed or supervised in the manner called for under this contract. The district may make such investigation as deemed necessary to determine the ability of the offeror to perform the work, and the offeror shall furnish to the district all such information and data needed for this request, including a detailed list of the equipment which the offeror proposes to use; and a detailed description of the method proposed for service completion/installation. The district reserves the right to reject any offer if the evidence submitted by, or investigation of such offers demonstrates that the offeror is not properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional offers will not be accepted.

- 37. Explanation to Prospective Offerors:** Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective Offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective Offeror.
- 38. Offeror's Responsibility:** Each offeror shall fully acquaint himself with conditions relating to the scope, and restrictions attending the execution of the work under the conditions of this proposal.
- 39. Competition:** This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the district in writing. The solicitation may or may not change, but a review of such notification will be made prior to award.
- 40. Waiver:** The owner reserves the right to waive any provisions of this solicitation.
- 41. West Virginia Law Clause:** Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made, must comply with the laws of the state of West Virginia, which require such person or entity to be authorized and/or licensed to do business in this state, by submission of this signed offer, the Offeror agrees to subject itself to the jurisdiction and process of the courts of the state of West Virginia, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses, or fees levied by the State/County.
- 42. Accidents:** The vendors shall hold the owner harmless from any and all damages and claims that may arise by reason of any negligence on the part of the vendor, his agents, or employees in the performance of this contract, and in case of any action brought therefore against the owner or any of its agents or employees, the vendor shall assume full responsibility for the defense therefore, and upon his failure to do so on the proper notice, the owner reserves the right to defend such motion change all cost thereof to the vendor. The vendor shall take all precautions necessary to protect the public against injury.
- 43. Affirmative Action:** The successful Offeror shall take affirmative action in complying with all Federal, State and County requirements concerning fair employment, employment of the handicapped and concerning the treatment of all employees, without regards of discrimination by reasons of race, color, sex, religion, and or national origin.
- 44. Force Majeure:** Neither the District nor the successful offeror shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term

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"Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement. If a force majeure event extends for a period in excess of 30 days in the aggregate, either Party may immediately terminate this Agreement upon written notice.

- 45. Non- Appropriations:** Any contract entered into by the owner resulting from this solicitation shall be subject to cancellation without damages of further obligation when funds are not appropriated or otherwise made available to support continuation of performance on a subsequent fiscal period or appropriated year.
- 46. Assignment:** No contract may be assigned, sublet or transferred without written approval of the Director of Technology.
- 47. Proposal Evaluation:** Proposals received on-time will be evaluated based on the E-Rate criteria as outlined below. The following factors will be used in evaluating bid responses; price is weighted higher than any other single factor.

Factor	Weight
E-rate eligible recurring and one-time circuit costs (E-rate eligible costs: the total cost of ownership for the eligible components of the proposed service. Total cost of ownership takes into account all one-time and recurring costs. Note that E-rate eligible costs refers to the pre-discount cost of the solution, not the post-discount portion of costs that are the responsibility of the Applicant. This criterion must be the highest weighted per E-rate program rules.)	30
Evidence of prior successful experience is detailed and related to the proposed services, technical capability, and service reliability; References provide assurance that vendor can deliver the services and/or required products. Prior Experience in a similar K-12 education environment. (Strong and unequivocal evidence that proposing organization's human, organizational, technical, and professional resources (including Education and E-Rate expertise) and abilities can support the proposed project, which will meet the full scope of the requirements specified in the RFP.)	25
Overall suitability of the proposal for current and future needs of the School District as well as Quality of Response (A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission); Conformance of proposal to instruction for format and contents of proposal.	15

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Other Cost Factors (including price of E-Rate ineligible goods and services, if any. Any costs of the proposed service that are not eligible for E-rate funding. This does not refer to the post-discount portion of eligible costs that are the responsibility of the Applicant.	15
Offers the District discounted billing for E-Rate (SPI)	10
Environmental Objectives ¹	5
Total	100

48. The District reserves the right to ask clarifying questions of Vendors and to request best and final offers upon review of initial proposals.

49. Arbitration: Under no circumstances and with no exception will the District act as arbitrator between the Offeror and any sub-contractor.

50. Change Orders: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Appointed Contracting Officer.

51. Special Notation: The Purchasing Department is acting under that authority given to it in the District Procurement Policy to procure contracts. The resulting contract is between the District and the successful offeror. The Purchasing Department bears no liability for any damages that any party may incur in the execution or enforcement of the contract.

52. Award: Lincoln County Schools reserves the right to reject any and all proposals and to make an award in the best interest of the District.

53. ALL BIDS MUST BE SIGNED. (See Bid Submission Form). Unsigned bids will not be considered. An authorized representative of the bidder shall sign all bids before submission. A corporate signature without an individual name is not an acceptable signature.

54. SPIN NUMBER. Please include SERVICE PROVIDER INFORMATION NUMBER (SPIN) in section 7 - Bid Submission Form, for E-Rate purposes. **IF YOUR PROPOSAL DOES NOT INCLUDE A SPIN NUMBER, YOUR RESPONSE MAY BE DISQUALIFIED.** Please confirm if you have recently applied for a SPIN number.

55. Each response must address the vendor's understanding and capabilities to provide Wide Area Network services for all schools. Examples of vendor's successful implementation of these services are required to demonstrate capability. Examples must address service, scope, and reliability.

56. Notice for Taxes, Travel and Living Expenses:

All prices/rates quoted must be inclusive of all taxes (local, state, and federal).

Please provide a complete proposal, avoiding any hidden items, and include any estimates for labor, equipment delivery, licenses, as well as cost-reimbursable items such as travel and out-of-pocket expenses.

¹ See last page for a complete listing of Environmental Objectives.

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- 57. References:** Responders must provide a minimum of three (3) current references of similar services/solutions they have provided, including contact information. See section IX.
- 58.** If using an agreement provided by the vendor, care must be exercised to ensure that the agreement does not contain contractual requirements that are in violation of state statutes, such as any clause that requires a prepayment, the imposition of a penalty or termination charge should Lincoln County Schools cancel the agreement, or the requirement that the district indemnify or hold harmless the vendor. The agreement addendum is included below that will be attached to any agreement to modify common requirements that are not acceptable and in violation of state statutes.
- 59. Contract Negotiations:** The District reserves the right to conduct contract negotiations on details beyond what is specified in this RFP. Additionally, the District may also move to the next highest scoring bidder if contract negotiations aren't concluded to the District's satisfaction.
- 60.** Vendors **must** include a copy of their service agreement with their proposal.
- 61. Awarded Vendor:** 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.
- 62. Responders should be aware of the following reasons for possible bid response disqualification.**
- Lincoln County Schools may reject an erroneous bid after the bid opening if all of the following conditions exist: (1) an error was made; (2) the error materially affected the bid; (3) rejection of the bid would not cause a hardship on the district, other than losing an opportunity to receive commodities at a reduced cost; and (4) enforcement of the part of the bid in error would be unconscionable. If a bid is rejected, documented evidence shall be maintained that all of the conditions set forth in this subdivision exist;
 - Vendor is a debtor to the State of West Virginia as defined in the affidavit below and the debt owed is an amount greater than one thousand dollars in the aggregate;
 - Vendor does not agree to sign Affidavit below;
 - Vendor does not agree to sign Agreement Addendum below;
 - Vendor is on Red Light status with the FCC or is delinquent on a debt to a state or federal government agency or entity;
 - Vendor has not been in business for at least 5 years performing the services or furnishing the equipment required in this RFP;
 - Vendor does not have an E-Rate SPIN number;
 - Vendor cannot certify that equipment placed in Library and branch locations do not post a national security risk, specifically the vendor must certify equipment placed at customer locations is not from the companies listed on the Customer Equipment Certification Form below. (See FCC News Release: <https://www.fcc.gov/supplychain/coveredlist> , "List of Equipment and Services Covered By Section 2 of The Secure Networks Act.", FCC, Last visited, 2024-01-24.)

AFFIDAVIT²

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 to the State of West Virginia 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: _____

² Please return this page with your company’s response.

STATE OF WEST VIRGINIA PURCHASING POLICIES AND PROCEDURES FOR LOCAL EDUCATIONAL AGENCIES AGREEMENT ADDENDUM³

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,

³ Please return this page and the next with your company's response.

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:

CompanyName: _____

Signed: _____

Title: _____

Date: _____

II. BUILDING LOCATIONS:**FOLLOWING IS THE LIST OF LOCATIONS REQUIRING SERVICE:**

BUILDING LOCATIONS	
ALL OF THESE LOCATIONS NEED TO BE FUNCTIONAL BY JULY 1, 2024	
Lincoln County Board of Education Office 10 Marland Avenue Hamlin, WV 25523	Hamlin PK-8 8130 Court Ave. Hamlin, WV 25523
Harts PK-8 1246 McClellan Highway Harts, WV 25524	Midway Elementary 267 Midway Rd Alum Creek, WV 25003
West Hamlin Elementary 114 Dairy Road West Hamlin, WV 25571	Guyan Valley Middle School 5312 McClellan Highway Branchland, WV 25506
Lincoln County High School 81 Lincoln Panther Way Hamlin, WV 25523 (DISTRICT AGGREGATE)	WV Department of Education, Bldg. Six 1900 Kanawha Blvd. East Charleston, WV 25305 (STATE POP)

BUILDING LOCATIONS	
Midway Elementary 267 Midway Rd Alum Creek, WV 25003	Circuit will be discontinued June 30, 2026 Merging with Duval PK-8 below

BUILDING LOCATIONS	
Duval PK-8 5304 Straight Fork Griffithsville, WV 25521	Circuit will need to be functional by July 1, 2026 for this Entity

The District reserves the right, through the life of the contract, to remove buildings and services at no additional charges if the configurations of the entities change within the District in response to budgets, population shifts, enrollment changes, Board of Education decisions, and/or circumstances outside the District's control.

Relocation of Circuits

Should the state network POP site need to be relocated, the Vendor will cooperate with Lincoln County School District to effectuate the move as cost effectively as possible. Any non-recurring charges for such relocations are expressly contemplated under this RFP and shall be addressed in this initial response, which shall be part of the final contract negotiated with the selected Vendors. No additional costs beyond what is quoted in this contract may be levied to relocate a circuit, once the contract has been accepted. For any site closing, the proportionate share of the costs of serving that building shall be deducted from the total monthly recurring charge for the remaining term of the contract.

In the event that a school requires the relocation of its service, Vendor will cooperate with Lincoln County School District to effectuate the move as cost effectively as possible. Any non-recurring charges for such relocations are expressly contemplated under this RFP and shall be addressed in this initial response, which shall be part of the final contract negotiated with the selected Vendors. No additional costs beyond what is quoted in this contract may be levied to relocate a circuit, once the contract has been accepted. For any school closing that may occur, the proportionate share of the costs of serving that building shall be deducted from the total monthly recurring charge for the remaining term of the contract without any early termination charge.

III. DATES AND ACTIVITIES:

1. If there are any questions regarding this RFP please direct those to: currieasutton@epicinc.org.

Deadline for questions will be February 19, 2024 at 12:00 PM EST. No questions will be accepted after this time.

2. RELEVANT DATES:

Event	Date
Release bid to Bidders	February 5, 2024
Deadline for bid Questions	February 19, 2024 12:00 PM EST
Deadline for Proposal Submission	March 05, 2024, 2:00 PM EST
Dates of E-Rate Service*	July 1, 2024 through June 30, 2029 With two possible voluntary extensions of 12 months each (one year renewals)

**The district prefers a 36-month agreement with two possible voluntary extensions of 12 months for each extension for one-year renewals.*

IV. BID SUBMISSION FORM⁴

COMPANY NAME _____

COMPANY ADDRESS _____

E-RATE SPIN NUMBER _____

RESPONSIBLE PERSON'S NAME AND AUTHORIZED SIGNATURE*

NAME

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the vendor.

SIGNATURE

DATE: _____

CONTACT TELEPHONE: _____

CONTACT EMAIL: _____

**Signature certifies that the proposed solution and services meet all requirements outlined in the bid and that the vendor will comply with all specified requirements.*

⁴ Please return this page with your company's response.

V. CUSTOMER EQUIPMENT CERTIFICATION FORM⁵

_____(COMPANY NAME)

CERTIFIES THAT EQUIPMENT PLACED IN DISTRICT AND SCHOOL LOCATIONS IS
NOT FROM THE FCC PUBLISHED LIST OF EQUIPMENT AND SERVICES COVERED
BY SECTION 2 OF THE SECURE NETWORKS ACT:

[HTTPS://WWW.FCC.GOV/SUPPLYCHAIN/COVEREDLIST](https://www.fcc.gov/supplychain/coveredlist)

RESPONSIBLE PERSON’S NAME AND AUTHORIZED SIGNATURE:

NAME

SIGNATURE

DATE: _____

THE INCLUSION OF PRODUCERS OR PROVIDERS OF EQUIPMENT OR SERVICES IDENTIFIED ON THIS LIST SHOULD BE READ
TO INCLUDE THE SUBSIDIARIES AND AFFILIATES OF SUCH ENTITIES.

WHERE EQUIPMENT OR SERVICES ON THE LIST ARE IDENTIFIED BY CATEGORY, SUCH CATEGORY SHOULD BE
CONSTRUED TO INCLUDE ONLY EQUIPMENT OR SERVICES CAPABLE OF THE FUNCTIONS OUTLINED IN SECTIONS
2(B)(2)(A), (B), OR (C) OF THE SECURE AND TRUSTED COMMUNICATIONS NETWORKS ACT OF 2019, 47 U.S.C. §
1601(B)(2)(A)-(C).

⁵ Please return this page with your company’s response.

VI. SERVICE DESCRIPTION

- Lincoln County Schools is soliciting a Request for Proposal for the installation of a Wide Area Network - high bandwidth service as indicated below. The project must include termination of each circuit at a switch owned and maintained by the vendor at each termination location (i.e. school site).
- The District will equally evaluate proposals for based on a cost evaluation as noted above. The proposals should provide the speed and bandwidth as listed in the “Pricing Spreadsheet” that is provided with this RFP and must include the costs for connecting each of the buildings in the list in Section II. The core of the District network resides within the Lincoln County High School.
- The proposal shall include initial installation (non-recurring charges) and monthly recurring service charges that shall be priced separately for each service location
- The vendor must quote a turn-key solution that will be installed, tested, fully operational, and accepted by Lincoln County Schools within 48 hours of July 1, 2024. Billing should only begin once all circuits have successfully completed testing and turn-up. Billing should run the 1st through the end of the month.
- Lincoln 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.
- Lincoln County Schools will evaluate fiber-based network infrastructure proposals for the Wide Area Network solution. The District will evaluate long term contract options for high bandwidth solutions, as defined by the FCC Second E-Rate Modernization Order.

Qualified Vendors should include in the following in their proposals:

- Any Special Construction Costs⁶ (consisting construction of network facilities, design and engineering and project management) if necessary.
- The network infrastructure.
- The maintenance cost of the infrastructure (if not included in the monthly fee).
- Lincoln County Schools will consider traditional network designs or alternative proposals that, in accordance with E-Rate guidance, maximize cost effectiveness. Respondents should clearly illustrate proposed network design and construction routes. The District is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the vendor to present their best solution while recognizing the cited termination locations.
- Responders should take into account that given the ever-changing demographic environment of the District that school closings and or consolidations are a possibility. Should the number of locations decrease the District will need to decrease the corresponding contracted WAN connections as well. It is also possible that additional locations or moves may also be necessary. The District wishes to have such eventualities included as part of any proposal and that any adds/moves/removal of WAN connections be represented without penalties during the contract terms.
- All circuits in this RFP response will transport full quoted bandwidth for Lincoln County Schools use only.

⁶ See Section X: SECA Cost Allocation Scenarios for Special Construction Costs.

CIRCUIT SPECIFICATIONS (Also see Pricing Spreadsheet provided with RFP):**Backhaul**

At least 1 Gb/s (including a range between to meet the needs of the county for each speed listed in the pricing spreadsheet as is possible) connection scalable to 10 Gbps from the Lincoln County High School to the statewide K12 network Point of Presence (POP) currently located at Southern POP, currently located in Building 6, 1900 Kanawha Blvd. East, in Charleston, WV. Please provide separate pricing for all options in a variety of speeds to allow for growth and increase; however pricing increases due to scaled rates requiring additional charges due to facilities upgrades, etc., should only be applied at the particular rate bands for which the increased costs are applicable.

District Centralized Hub

If the vendor provides a hub in their network, each circuit shall also have an appearance at the Lincoln County High School designated location at a quoted bandwidth.

The vendor may place their hub at the Lincoln County School District Administrative Office utilizing their own core switch.

Individual sites

Provide separate pricing for options scalable to 10 Gbps for location in ranges of 1 Gb/s up to 10Gb/s, including additional ranges of the like within those speeds (1, 2, 3, 4, 5, etc. for each speed listed above as requested in the pricing spreadsheet) offered by the provider in ranges up to 10 Gb/s connection from all schools/entities listed in the spreadsheet to the Lincoln County High School (aggregate) to allow for growth and increase; however pricing increases due to scaled rates requiring additional charges due to facilities upgrades, etc., should only be applied at the particular rate bands for which the increased costs are applicable.

- The proposed lease is to include any and all subsequent charges, including but not limited to, costs from utility companies for use of poles, licenses and permits to perform work, and other expenses, which may be incurred.
- All costs must be provided in an itemized format. A pricing spreadsheet provided with this RFP must be completed. Bidders will be responsible for accurately providing all costs.
- Each respondent is required to complete the pricing matrix in the “Pricing Spreadsheet” that is provided with this RFP. No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate in each pricing cell of the matrix. If an increase in bandwidth is requested during the contract period the contract does not renew.
- In reference to high bandwidth proposals, Switching Services are desired to provide routing and limiting protocol transmission between school district buildings where needed. SLD regulations require that the telecommunications provider must own this hardware; all on-site telecommunications (Category 1) equipment shall be owned and maintained by the carrier.
- In order to assess the vendor’s ability to provide a Wide Area Network necessary to meet District needs, the response to this bid must address the “development process”. Describe in detail how your fiber based Wide Area Network solution actually provides the services described. This description should include, but not be limited to:

1. Transport alternatives considered and explanation of solution(s) selected
 2. Anticipated time requirements to obtain permits, certifications, etc.
 3. Anticipated time to install services solution.
 4. Use of subcontractors for cable and electronics installation, etc.
 5. A project management and implementation plan that includes a timeline outlining the completion of the network for each building.
- Any permits and inspections required for the proper installation of the specified project shall be furnished and coordinated by the bidder/Offeror at your sole expense.
 - All network cutover work (if required) must be performed after normal school hours or on weekends to avoid disruption to students and staff. All work areas and materials must be secured and a safe environment maintained for students and staff.
 - The completed installation must be inspected and approved in accordance with all state and local codes and requirements.
 - All Offerors shall carry Worker's Compensation Insurance, in addition to Public Liability Insurance. Verification of this insurance must accompany the vendor's proposal.

Special Construction:

All options can include special construction or one-time E-rate eligible non-recurring costs as well as E-rate eligible recurring circuit costs. Respondents should clearly illustrate proposed construction routes. Lincoln County Schools is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the vendor to present their best solution while recognizing the cited termination location.

To the extent that the winning service provider installs additional strands of fiber for future business ventures, the winning service provider assumes full responsibility to ensure those incremental costs are allocated out of the special construction charges to the district in accordance with FCC rules and orders. If, after the issuance of the FCDL, USAC or the FCC determines that the winning service provider did not cost allocate those charges associated with the additional strands, Lincoln County Schools will not be responsible for reimbursing the winning vendor and the winning vendor will assume all responsibilities deemed ineligible by USAC.

VII. AVAILABILITY OF SERVICES:

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 Lincoln 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.

1. Proposed services must meet the following specifications:
 - a. The provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
 - b. .25% frame/packet loss commitment
 - c. 25ms round trip network latency commitment
 - d. 10ms network jitter commitment
 - e. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason
 - f. Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service.
2. Network operations center: Solution will provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with vendor provided services.
3. Trouble reporting and response: Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.
4. Escalation: In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
5. Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
6. Trouble reporting, escalation and resolution: A detailed trouble reporting, escalation and resolution plan will be provided to the district.
7. Measurement: Time starts from the time the Customer contacts vendor and identifies the problem. Credits for outages should be the following:

Length of Service Outage	Credit is the following percentage of monthly recurring cost
Less than 2 hours	No Credit
Greater than two (2) hours and less than four (4) hours	5%
Greater than four (4) hours and less than eight (8) hours	10%
Greater than eight (8) hours and less than twelve (12) hours	15%
Greater than twelve (12) hours and less than sixteen (16) hours	20%
Greater than sixteen (16) hours and less than twenty-four (24) hours	35%
Greater than twenty-four (24) hours	50%

8. Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
9. Link performance per segment: The service will maintain the proposed link performance throughout the term of the contract.
10. Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing the School District.

Lincoln County Schools reserve the right to cancel the contract with the vendor for non-performance at any time during the contract period. Nonperformance includes but is not limited to failure to supply good quality service, failure to provide services for the full term of the contract, installation performance, poor billing and customer service services, and failure to maintain status as an authorized representative of services.

VIII. E-RATE ELIGIBLE PRICING:

High Bandwidth WAN: Provide proposals for a high bandwidth solution with associated Ethernet connectors, or a leased lit fiber Ethernet service to each eligible entity location for the options described in the Pricing Spreadsheet included with this RFP.

All pricing must be submitted using the “Pricing Spreadsheet” that is included as a separate Excel spreadsheet with this RFP.

Special Construction⁷ Information for Form 471 and PIA Review:

All E-rate applications including special construction are subject to detailed questioning during PIA review where the cost of proposed special construction will be reviewed based on the cost of historical fiber builds in the region. Additionally, certain information on necessary special construction is needed to accurately fill out the Form 471. Respondents are required to fill out the table in “Pricing Spreadsheet” that is provided with this RFP. Additionally, respondents are encouraged (but not required) to submit the additional information in the “Pricing Spreadsheet” that is provided with this RFP that will likely be requested during PIA review. **If respondents do not submit this additional information with their bid, and their solution is chosen, they must be prepared to promptly provide that information and any additional information not described in this RFP when requested.** Please note that vendors may assist applicants with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.

Special Construction Payment Plan Option:

Depending on the overall cost of the solution, Lincoln County Schools requests that the respondents consider allowing the District to pay the non-discount share of special construction costs (portion of costs that are the responsibility of the applicant) to be paid in equal annual installments over three years from Funding Year 2024 to Funding Year 2026 inclusive. Responses must include agreement or non-agreement of this request. Respondents are required to fill out the table in “Pricing Spreadsheet” that is provided with this RFP indicating their willingness to consider the payment plan option.

⁷ See Section X: SECA Cost Allocation Scenarios for Special Construction Costs.

IX. WAN REFERENCES⁸

REFERENCE #1:

NAME OF REFERENCE

CONTACT

PHONE NUMBER

EMAIL ADDRESS

REFERENCE #2:

NAME OF REFERENCE

CONTACT

PHONE NUMBER

EMAIL ADDRESS

REFERENCE #3:

NAME OF REFERENCE

CONTACT

PHONE NUMBER

EMAIL ADDRESS

⁸ Please return this page with your company's response.

X. E-RATE SPECIAL CONSTRUCTION COSTS – EXCESS STRANDS COST ALLOCATION

Prepared by the [State E-rate Coordinators' Alliance](#) - October 23, 2017

I. LEASED LIT FIBER AND LEASED DARK FIBER**A. Excess Strands for Applicant's Future Use**

If the service provider installs additional strands for the applicant's exclusive future use in a leased dark fiber or leased lit fiber special construction project, and if the applicant can show documentation that buying a cable containing the number of strands placed in the fiber system for the applicant's future use is more cost effective than buying a fiber cable with the number of strands the applicant plans to place into service the first year, no cost allocation of the excess strands is required and no other special construction charges would need to be cost allocated.

If the service provider installs excess strands for the applicant's exclusive future use in a leased dark fiber or leased lit fiber special construction project where the excess strands will remain dormant until they are lit for the applicant in the future, and if the applicant cannot show that it is not more cost effective than buying the exact number of fiber strands being lit in the first year, the applicant must cost allocate the costs associated with the excess strands only. No other special construction charges would need to be cost allocated.

B. Excess Strands for Service Provider's Future Use

For lit services special construction and leased dark fiber special construction, if the service provider wishes to place extra strands in the build for its own use, the E-rate applicant must cost allocate the cost of the service provider-owned extra strands, as well as all incremental costs of those extra strands from the special construction E-rate funding request. It is not a pro-rata share, but an incremental cost calculation that must be backed by detailed documentation.

Example 1 from Funding Year 2018 USAC Fiber Training Slides applies:

COST-ALLOCATION: FIBER EXAMPLES

- **Example 1:** Leased lit fiber or leased dark fiber provider installs 12-strands in fiber run to a large school district hub and wants to add 36 additional strands for its own ineligible use, resulting in additional labor costs (e.g., splicing) and plant costs (e.g., larger termination boards, additional handholes).

Result: Cost of 36 additional fiber strands and all associated incremental increases in costs (e.g., the additional labor/outside plant costs) above what would be incurred if only the 12-strands of fiber were installed must be allocated out of the applicant's special construction funding request.

Applicants should seek documentation from the provider which outlines the added incremental costs attributable to designing, managing and constructing a fiber system with a 48-strand cable instead of a 12-strand cable. Such costs should include (but are not limited to):

- **Splice Labor.** If any fibers over the applicant's fibers are spliced, the labor for these additional splices must be cost allocated.
- **Splice Enclosures** are placed to protect splices. If any fibers over the applicant's fibers are spliced and require an enclosure, the enclosures for these additional splices must be cost allocated.
- **Fiber Installation Labor.** This represents the incremental cost of pulling a larger cable through the buried conduit.
- **Structured materials installation.** This represents the additional cost of burying a larger conduit to support the additional fibers.

Note that the costs associated with installing a larger cable strand than what is required by the applicant are ineligible and the service provider should not include such costs in their special construction billing to the applicant but should be prepared to show evidence during PIA review that it did not charge the applicant for these incremental costs.

Figure 1: Here is a table outlining some possible incremental costs:

Item	12 Strand cable construction	48 strand cable construction	Cost Allocation Amount that service provider should remove from the special construction request
Fiber Cable	38 cents per foot	\$1.04 per foot	66 cents per foot
Design and Engineering	\$2.12 per foot	\$2.42 per foot	30 cents per foot to depict additional splices at A and Z locations
Project Management	\$1.18 per foot	\$1.18 per foot	0
Splice labor*	\$11.00 per splice	\$11.00 per splice	\$11 per splice over 12 splices at any splice site
Splice enclosures**	\$205 per enclosure	\$205 per enclosure	\$205 per enclosure for every enclosure over 12
Fiber Patch Panel	\$71.43 per panel	\$218.60 per panel	\$147.17 per panel
Conduit and other structured materials	1.25" conduit required \$1.95 per foot Handhole (40,000 lb rated) \$2695 per unit Fiber Marker \$30 per unit	1.5" conduit required \$2.35 per foot Handhole (40,000 lb rated) \$2695 per unit Fiber marker \$30 per unit	40 cents per foot No cost difference for handhole No cost difference per marker
Fiber Installation Labor ***	25 cents per foot	28 cents per foot	3 cents per foot
Structured Materials	\$2.85 per foot	\$3.10 per foot	25 cents per foot

Installation (conduit, markers, handholes)*****			
Markers	Place every 500'	Place every 500'	No cost difference
Handholes	Place every 1000'	Place every 1000'	No cost difference

II. SELF-PROVISIONED (APPLICANT-OWNED) FIBER:

There are different cost allocation rules that apply, depending on whether fiber is only being purchased and used by:

- A) A single, eligible entity (school or library)
- B) A consortium of all eligible entities
- C) A consortium of eligible and ineligible "NON-public sector, municipal entities"
- D) A consortium of eligible and ineligible "public sector, municipal entities"

A) Single, Eligible School or Library

1. If the applicant installs the exact number of fiber strands that they will light in the first year, and no extra fibers are installed, all fiber strands and special construction charges are eligible and no cost allocation is required.
2. If the applicant installs more fiber strands than it will light in the first year, E-rate will pay for the number of strands being lit in the first year, but not the additional strands. No cost allocation is required for the special construction charges. E-rate applicants can only receive E-rate funding for self-provisioned fibers that are lit within the funding year. If they request excess strands that will remain dormant until the applicant lights the excess strands for their exclusive future use, then they would need to cost allocate the cost of the unlit stands in the applicable funding year.

If the applicant can show documentation that buying a cable containing the number of strands placed in the fiber system for the applicant's future use is more cost effective then buying a fiber cable with the number of strands the applicant plans to place into service the first year, no cost allocation for excess strands by the applicant is required.

Example 2 from the Funding Year 2018 USAC Fiber Training Slides applies:

COST-ALLOCATION: FIBER EXAMPLES

- **Example 2:** School district seeks to install 48 strands of fiber in a self-provisioned network, only plans to light 12 strands within the FY. The remaining 36 stands will be reserved for the applicant's exclusive future use.

Result: Applicant must allocate the cost of the excess fiber strands out of the funding request, but no portion of the remaining special construction costs.

Item	12 Strand Cable	48 Strand Cable	Cost Allocation Amount that applicant should remove from the one-time special construction reimbursement request
Fiber Cable	\$.38 per foot	\$1.04 per foot	\$.66 per foot

B) Consortium Comprised of All E-rate Eligible Entities

As with Example 2, all fiber (lit and unlit in the first year) must be dedicated to only eligible entities only and the cost of strands not lit in the first year must be cost allocated.

C) Consortium of Eligible and Ineligible Entities (NON-public sector, municipal)

If the eligible entity purchases and installs fiber for the usage of the eligible entities and the ineligible (non-public sector) entities, the funding request will be denied. E-rate funded self-provisioned fiber is exclusive owned by the E-rate applicant consortium and is for the exclusive use of the E-rate eligible applicant.

In this case, Example 3 from the Funding Year 2018 USAC Fiber Training Slides applies:

COST-ALLOCATION: FIBER EXAMPLES

- **Example 3:** School district seeks to install 48 strands of fiber in a self-provisioned network that will be used by the school district, the State Department of Social Services, and a non-profit organization.

Result: Funding request denied. Self-provisioned networks must be owned by eligible schools and libraries, which may not resell E-rate-supported services and products.

D) Consortium of Eligible Entities and Ineligible “Public Sector, Municipal Entities”

For a self-provisioning consortium that includes a public-sector partner, the special construction cost-allocation rules are the same as the Leased Lit Fiber services with special construction or Leased Dark Fiber services with special construction. The cost of the ineligible fibers must be deducted from the funding request, but only the incremental costs related to labor, materials, engineering, project management, and design must be cost allocated.

For the purposes of E-rate, “public sector partner” is defined as health care providers and public sector (governmental) entities, including, but not limited to state colleges and universities, state educational broadcasters, counties and municipalities.

For this type of consortium, Example 4 from the Funding Year 2018 USAC Fiber Training Slides applies:

COST-ALLOCATION: FIBER EXAMPLES

- **Example 4:** The applicant is an E-rate consortium comprised of schools and municipal entities. It seeks to self-provision a network that will be owned entirely by the schools, but will also be used by the municipal entities.

Result: The cost of all fiber strands used by the municipal entities must be allocated out of the funding request, as well as any additional special construction costs incurred because of the installation of those fiber strands (e.g., any increased labor charges, increased plant costs, 100% of the costs of any laterals built to the municipal entities).

Note: The eligible applicant should be prepared to show evidence during PIA review that it has deducted all incremental costs associated with design, engineering, project management, construction, procurement of fiber and procurement of structured materials of the larger strand cable when compared to the costs associated with design, engineering, project management, construction, procurement of fiber and procurement of structured materials of the fiber strand cable only used by the eligible applicant.

XI. E-RATE REQUIREMENTS FOR VENDORS:

Vendors submitting proposals under this RFP must agree to meet the following conditions relating to the E-Rate program and be willing to include such requirements in the Vendor's contract:

Discounted Bills: Should the District so choose; Vendor must agree to provide discounted bills to District which reflect the net charges due to the District after E-Rate discounts have been reflected (also known as the "non- discount" amount). The Vendor will then invoice USAC using the Form 474 SPI form for the E-Rate discount amount. Vendor shall be solely responsible for timely filing invoices with USAC. Accordingly, Vendor understands and agrees that District will NOT be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing. Further, Vendor understands and agrees that District shall not be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC's refusal to pay. If the District's actions or failure to act are responsible for the non-payment of the Vendor's invoice with USAC, the District shall not be liable to Vendor and Vendor shall have no recourse against the District for the amount at issue until both the District and the Vendor have exhausted their administrative remedies of appeal to USAC and/or the FCC.

If Vendor learns of any federal, state or local investigation conducted by any regulatory authority or law enforcement authority that could have an adverse impact on the District's ability to continue to receive the benefit of E-Rate funding, Vendor must notify the District within 30 calendar days of learning of such investigation. The District reserves the right to cancel the agreement without penalty if the investigation impedes the District's ability in any way to receive the benefit of E-Rate funding, subject to any investigation of wrongdoing.

Vendor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendor's services and any subcontractors to the District. All such records shall be retained for 10 years following completion of services and/or installation of equipment, and shall be subject to inspection and audit by the District.

Vendor must maintain and enforce an internal E-Rate audit process that ensures that Vendor complies with all E-Rate program rules and regulations. This process must include the following:

- Where labor is involved, maintaining detailed, signed individual timesheets
- Ensuring that ineligible charges are not submitted to USAC
- Invoicing to USAC that is consistent with the contract and the District's Form 471.
- Ensuring that services or products are not provided to the District without District's express written permission or official purchase authorization
- Ensuring that District-approved substitute services or products are prominently noted on invoices submitted to USAC and the District
- When E-Rate eligible services or equipment are allocated or installed in multiple buildings, support for the allocation consistent with the amount and buildings identified in the Form 471
- Documenting that E-Rate funded services were provided within the allowable contract period and program year
- Charging proper FRN(s)
- Ensuring that invoices and USAC forms are submitted to the District in a timely manner
- Ensuring that USAC forms are filled out completely, accurately and on time
- Ensuring that Forms 472 are signed/dated by Vendor's representative in a timely manner

Maintaining fixed asset list of E-Rate-supported equipment provided to the District with detailed information for each item (model number, serial number, product description) and made available to the District in electronic format upon project completion.

XII. ENVIRONMENTAL OBJECTIVES

The following Environmental Objectives are provided for your review and consideration. They will be used in the evaluation of responses to this bid and Form 470 associated with this bid.

- **Quality and Responsiveness of Proposal** – the degree to which responder answered the bid questions; completeness and clarity of response; conformance to instructions; conformance to terms and conditions; conformance to bid specifications.
- **Technical Merit of the Proposed Solution** – Did the responder demonstrate a comprehensive understanding of the project and familiarity with the requirements and specifications?
- **Substantial Responsiveness** – Does the proposal fulfill the requirements and the technical specifications or propose a different design that does not offer substantial equivalence in critical performance parameters or in other requirements?
- **Technology Evaluation** – The technology platform and architecture being proposed needs to be evaluated to make sure that the equipment can meet the application and service demands that will be placed on the Wide Area Network.
- **Relevant Experience** – Does the responder have experience in the configuration and installation of WANs similar to the scale and scope that you intend for your district?
- **Availability of Technical Support** – Are there readily available technicians who will provide troubleshooting?
- **Check Telecommunications References** – Contact references to verify quality and technical performance of WANs installed by responders.
- **Reliability of Service/Continuance of Service** – What is the responder's record of reliability? What is the maximum length of downtime for transition, upgrade, and repair (the period of time during which service is not provided) of WANs?
- **Flexibility** – Responder's willingness and experience in adapting to mid-course corrections.
- **Scalability** – Is the solution architecture scalable for future growth and enhancements?
- **User Experience** – Ease of use; compatibility with existing systems/hardware.
- **Open Standards** – Does the solution utilize Proprietary or Open Standards based equipment?
- **Review of Terms and Conditions** – Does the responder have SLAs? What is their detailed plan that will enable them to meet the SLA?
- **Vendor's Financial Stability** – Review the financials of the bid responders to ensure they have the financial livelihood to deploy the project.
- **Warranty** – Extended warranty offer; length of time on individual components, replacement components and parts; quick and efficient exchange and replacement process.