

Wayne County Schools
Request for Proposal (RFP)
FOR
Wide Area Network (WAN)

GENERAL TERMS & CONDITIONS

1. Awards will be made in the best interest of the LEA.
2. The LEA may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and Policy 8200.
4. All services performed or goods delivered under LEA 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 LEA purchasing policy.
8. The LEA is exempt from Federal and State taxes and will not pay or reimburse such taxes.
9. The Purchasing Director 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.

INSTRUCTIONS TO BIDDERS

1. Bids are to be received in the form of sealed bids.
2. Bids will be publicly opened **10:00 a.m. on MARCH 18, 2022** at the Central Office of the Wayne County Board of Education, 212 North Court Street, Wayne, WV. Questions are due no later than **10:00 AM February 25, 2022.**
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 pecuniarily 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 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: _____

WAN RFP SCOPE

Wayne County Schools is soliciting a Request for Proposal for the installation of 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 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 Joseph Bias (jdbias@k12.wv.us). Questions are due no later than 10:00 AM February 25, 2022.

- The vendor must have an in-state presence in the state of West Virginia.
 - The county reserves the right to award to multiple vendors with the best pricing for each location.
 - The vendor must quote a turn-key solution that will be installed, tested, fully operational, and accepted by Wayne County Schools within ninety (90) days after issue of purchase order. This should occur to start services by July 1, 2022. Billing should only begin once all circuits have successfully completed testing and turn-up.
 - In the event a cut over cannot take place by or on July 1, 2022 the winning vendor is responsible for paying the incumbent the difference between their quoted contract price and the price the incumbent is charging for continuing service until a cut over can occur.
 - 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 Wayne 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.
 - All circuits in this RFP response will transport full quoted bandwidth for Wayne County Schools use only.
- **IMPORTANT! Due to the late-nature of this request and the turnaround time to obtain signatures and approval, vendor should include a signed copy of their service agreement (contract) with the proposal to ensure it is possible to meet the E-Rate filing deadline of March 22, 2022.**

- The vendor's proposal price shall be for a base period of three years with up to two 1 year signed renewals effective July 1, 2022 (total of five years). Vendor must agree to sign the attached No Debt Affidavit and contract agreement addendum and provide with bid response. (See Appendix A)
- Monthly recurring pricing should only include bumps in cost due to increases for speeds. 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.
 - Any new school construction in the future should permit circuit moves, transfers and changes for a closing location to transfer services to the new location. In the event of a site closing, Vendor shall allow for termination of service to the location without imposing any early termination charge. The County will have the option to purchase additional services under this Agreement. Any additional services or additional entities added through amendment will end congruent with the Initial Term and renewal terms of this Contract. At the County's discretion, sites may be added, removed, or changed at any time during the life of the contract. The list of potential recipients of service may expand beyond the original members at the County's discretion. Non-recurring Charges and Monthly Recurring Charges cannot exceed currently contracted pricing for similarly situated facilities within current contracted terms. The addition of sites will not extend the length of the contract in any format. The Vendor must agree that the County makes no guarantee that any of the listed sites in the Cost Proposal will be in the final contract for delivery of services effective July 1, 2022.
- Each year, during the renewal process, price drops should be included as part of the renewal process, as applicable, and required by the FCC's Lowest Corresponding Price (LCP) Rule, and included in signature documents for renewal. Price increases for the quoted bandwidth will not be accepted. The service provider's obligation to provide the LCP is not tied to a response to an FCC Form 470 or request for proposal (RFP). The service provider must actually charge a rate that is the LCP, not just offer the LCP in a bid response. See 47 C.F.R. §§ 54.511(b), 54.500.
- The vendor must be an eligible provider under the FCC/SLD rules and be willing to file a SPI on behalf of Wayne County Schools. Documentation of this is required with the bid response, along with the vendor's Service Provide Identification Number (SPIN) which must be provided for application purposes.
- This contract may be awarded to multiple vendors if vendors are unable to provide required services within the entire geographical service area.
- Applicant will not accept any equipment or services produced, provided by or containing parts, from any company, including parents, affiliates, or subsidiaries thereof, that the FCC has designated as a national security threat to the integrity of

communications networks or the communications supply chain pursuant to 47 CFR 54.9(a). A list of covered communications equipment and services can be found on the FCCs website at <https://www.fcc.gov/supplychain/coveredlist>. The list will be updated as necessary, and proposers have the responsibility to check for updates before issuing a quote.

CIRCUIT SPECIFICATIONS

- Minimum of 2 Gbps data transmission circuit(s), scalable to 10Gbps, from the Wayne County Board of Education to the statewide K12 network Southern Point of Presence (POP) currently located in Building 6 in Charleston, WV. Please provide separate pricing for 1 Gbps increments up to the maximum speed requested per circuit to allow for growth and increased demand. 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.
- If the vendor provides a hub in their network, each circuit shall also have an appearance at the Wayne County Board of Education designated location at a quoted bandwidth.
- The vendor may place their hub at the Wayne County Board of Education (designated location) utilizing their own core switch and one (1) Gbps is provided to the Wayne County Board of Education (designated location). A secondary location may be Spring Valley High School (designated location) utilizing their own core switch and one (1) Gbps is provided to Spring Valley High School (designated location).
- Provide separate pricing for data transmission circuit options, scalable to 10 Gbps, for other location in 100 Mbps pricing range bands, ranges up to 10 Gbps connection from all schools/entities listed below to the Wayne County Board of Education or a hub to allow for growth and increase. 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. (see list below)
- Wayne 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.
- The evaluation of each proposal shall consist of:

Complete installation cost, all other one-time cost, and monthly recurring cost for a period of the contract duration (Table 1)	40%
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Technical capability, and prior experience with Wayne County Schools.	30%
Submitting a Signed agreement with the bid	20%
Ability of vendor to deliver complete array of optional data transfer rates (Table 2)	10%

**FOLLOWING IS THE LIST OF LOCATIONS REQUIRING SERVICE
AND MINIMUM BANDWIDTH REQUIREMENTS:**

These minimums will be used to evaluate the bids provided; however, optional speeds and costs should be provided as part of contract options to permit growth during the terms of the contract.

Table 1:

Entity Name	Physical Address	Minimum Speed	Non-recurring Installation Costs (If applicable)	Monthly Cost	Yearly Total
Buffalo Elementary School shared with Buffalo Elementary K-Annex	331 Buffalo Creek Road, Kenova WV, 25530	100 Mbps			
Buffalo Middle School	298 buffalo Creek Road, Kenova WV, 25530	100 Mbps			
Ceredo-Kenova Elementary	#1 Wonder Lane, Kenova, WV 25530	100 Mbps			
Ceredo-Kenova Middle School	500 High Street, Ceredo WV, 25507	100 Mbps			
Crum PK-8	150 Crum Road, Crum WV, 25669	100 Mbps			
Dunlow Elementary School	32800 Route 152, Dunlow WV, 25511	100 Mbps			
East Lynn Elementary School	19594 East Lynn Road, East Lynn WV, 25512	100 Mbps			
Fort Gay PK-8	#1 Viking Drive, Ft Gay WV, 25514	100 Mbps			
Genoa Elementary School	21269 Route 152, Genoa WV, 25517	100 Mbps			
Kellogg Elementary School	4415 Piedmont Road, Huntington WV, 25704	100 Mbps			
Lavalette Elementary School	1150 Beech Fork Road, Lavalette WV 25535	100 Mbps			
Prichard Elementary School	500 Prichard Road, Prichard WV, 25555	100 Mbps			
Spring Valley High School Shared with Spring Valley High CTE Annex	#1 Timberwolf Drive, Huntington WV, 25704	500 Mbps			
Tolsia High School	#1 Rebel Drive, Fort Gay WV, 25514	500 Mbps			
Vinson Middle School	3851 Piedmont Road, Huntington WV, 25704	100 Mbps			

Wayne County Board of Education	212 N Court Street, Wayne WV, 25570	1 Gbps			
Wayne Elementary School	80 McGinnis Drive, Wayne WV, 25570	100 Mbps			
Wayne High School Shared with Wayne High Agriculture Annex	100 Pioneer Road, Wayne WV, 25570	500 Mbps			
Wayne Middle School	200 Pioneer Road, Wayne WV, 25570	100 Mbps			
Wayne Pre-K (Annex)	900 Norfolk Ave, Wayne WV, 25570	100 Mbps			
WAYNE COUNTY TRANSPORTATION	1302 ROUTE 152 REAR WAYNE, WAYNE, WV 25570	5Mbps (Bundled Internet)			
(NOC/Hub) Connection to South State K-12 Network Point of Presence	Building 6, 1900 Kanawha Blvd., East Charleston, WV 25305	2 Gbps			
NRC Subtotal:				Yearly Subtotal:	
				Grand Total:	

Required Optional Price Lists:

These price lists permit the schools options for growth during the term of the contract. Vendors need not respond to every speed, but should provide an array of available speeds.

Table 2:

Speed	Price
100 Mbps	
200 Mbps	
300 Mbps	
400 Mbps	
500 Mbps	
600 Mbps	
700 Mbps	
800 Mbps	
900 Mbps	
1 Gbps	
2 Gbps	
3 Gbps	
4 Gbps	
5 Gbps	
6 Gbps	
7 Gbps	
8 Gbps	
9 Gbps	
10 Gbps	

If there are any special charges for individual sites named in the table prior, they should be clearly cited as an addendum to this table.

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: _____