CABELL COUNTY SCHOOLS

2850 5th Avenue
Huntington, WV, 25702
304.528.5000

Request for Proposal Title:

Cabell County Schools: Fiber Wide Area Network – Special Construction
Form 470 #240021375

Proposal Due Time and Date: 2:00 PM EDT, March 14, 2024
NOTE: PROPOSALS RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE ACCEPTED.

All proposals must be sealed and received in the Cabell County School Technology Department at 2850 5th Avenue, Huntington, WV, 25702 by the "Proposal Due Date and Time" listed above. All packets containing sealed proposals must reference the RFP Title, and the RFP Due Date and Time. Cabell County Schools is not responsible for lost or late delivery of proposals.

Contact for RFP:
Jason Jackson, Director of Technology
Email: jdjackso@k12.wv.us
Phone: 304.528.5092

Appendixes A, B, and C must be completed, signed, and returned as a part of the proposal. Proposals will not be accepted without the inclusion of the Appendixes A, B, and C forms completed and signed by an authorized representative of the proposer.

General Terms and Conditions

1. **General Information:** Cabell County Schools (CCS) is the 4th largest school district in West Virginia. Our 1800 staff serve 11,600 students and their guardians in 28 locations across 288 square miles. The Board consists of five elected officials responsible for the adoption of policies that govern the district's schools and departments. The Superintendent of Schools is responsible for the administration and management of the schools and departments within the applicable parameters of state law.
2. **No Contact:** Respondents, vendors, contractors, consultants, or their representatives shall not meet with, speak individually with, or otherwise communicate with CCS School Board members, the Superintendent, or district staff, other than the designated RFP contact. School Board members, the Superintendent, or district staff, other than the designated RFP contact, shall not meet with, speak individually with, or otherwise communicate with respondents, vendors, contractors, consultants, or their representatives, about potential contracts with the district once an invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications has been issued. Such communication with any party other than the designated RFP contact shall be prohibited until the School Board has awarded the competitive solicitation. Any such communication shall disqualify the respondent, vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications. Any questions will be submitted via email to the RFP contact listed with questions and responses added to the addendum and posted to USAC for the 470.
3. **Public Opening:** The solicitation proposals shall be opened at the date, time and place listed herein, or as amended in the form of an addenda. Only the names of the respondents submitting a proposal will be read aloud at the public opening.
4. **Disclosure of Proposal Content:** All material submitted becomes the property of the CCS and may be returned only at the district's option. The district has the right to use any or all ideas presented in any reply to this solicitation. Selection or rejection of any proposal does not affect this right.
5. **Incurred Expenses:** This solicitation does not commit CCS to award a contract nor shall the district be responsible for any cost or expense that may be incurred by any respondent in preparing and submitting a proposal, or any cost or expense incurred by any respondent before the execution of a purchase order or contract agreement.
6. **Meets Specifications:** The respondent represents that all proposals to this solicitation shall meet or exceed the minimum requirements specified.
7. **Training:** Unless otherwise specified respondent may be required at the convenience of and at no expense to the CCS to provide training to district personnel in the operation and maintenance of any item purchased as a result of this solicitation.
8. **Safety Warranty:** Any successful respondent, including dealers, distributors, and/or manufacturers, shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.
9. **Warranty:** The respondent agrees that, unless otherwise specified, the product and/or service furnished as a result of this solicitation and award thereof shall be covered by the most favorable commercial warranty the respondent gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the School Board by any other provision of the solicitation. Respondent warrants the services furnished under an awarded contract shall be free of defective material and workmanship, and shall otherwise perform in accordance with required performance criteria, for a period of one (1) year from the date of acceptance. Equipment provided must include the manufacturer's warranty, the successful respondent shall fully guarantee all items furnished hereunder against defects in material and workmanship for the manufacturer's normal period of time from date of acceptance by the CCS. Should any defect in material or workmanship appear, excepting ordinary wear and tear, during the warranty period, the successful respondent shall repair or replace same at no cost to the District immediately upon written notice from the District. All warranty paperwork, and digital formats are acceptable, shall be included with deliverables before acceptance by the district.

10. **Minimum Specifications:** The specifications listed in the Scope of Services are the minimum required performance specifications for this RFP. They are not intended to limit competition nor specify any particular respondent, but to ensure that the CCS receives quality services.

11. **Respondent's Personnel:** The respondent shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.

    The respondent certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

    During the performance of the contract, the respondent agrees to the following:
    - The respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the respondent. The respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - The respondent, in all solicitations or advertisements for employees placed by or on behalf of the respondent, shall state that such respondent is an Equal Opportunity Employer.
    - Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
    - The respondent shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each respondent.
    - The respondent and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.

    Any information concerning the CCS, its products, services, personnel, policies or any other aspect of its business learned by the respondent or personnel furnished by the respondent in the course of providing services pursuant to an agreement, shall be held in confidence and shall not be disclosed by the respondent or any employee or agents of the respondent or personnel furnished by the respondent, without the prior written consent of the CCS.

12. **Advertising:** The successful respondent shall not publicly disseminate any information concerning the resulting contract without prior written approval from the CCS, including, but not limited to mentioning the contract in a press release or other promotional material, identifying the district, individual departments, district personnel, as a reference, or otherwise linking the CCS name and either a description of the contract or the name of the district, its departments, or employees, in any material published, either in print or electronically, to any entity that is not a party to the contract, except potential or actual authorized subcontractors, distributors, dealers, resellers, or service representatives.

13. **Security and Confidentiality:** The successful respondent shall comply fully with all security procedures of CCS in performance of the contract. The successful respondent or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the district. The successful respondent shall not be required to keep confidential information or material that is publicly available through no fault of the successful respondent, material that the successful respondent developed independently without relying on the district's confidential information or material that is otherwise obtainable under West Virginia law as a public record. To insure confidentiality, the successful respondent shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the contract.

14. **School Safety and Security:** All vendors working on CCS sites shall abide by all Cabell County School's rules and State of West Virginia regulations. Buildings and grounds are tobacco-free and drug-free areas. In addition, weapons and alcohol are prohibited. Any workers who might come in contact with students on any CCS site must have undertaken a criminal background check to be on file with the bidder and CCS. No workers convicted of crimes against children will be allowed on any CCS site. All bidder employees must carry picture ID and wear identification badge at all times.

15. **FERPA:** To the extent services provided hereunder pertain to the access to student information, Respondent shall adhere to all standards included in the Family Educational Rights and Privacy Act (FERPA).

16. **Licenses and Certificates:**
    - Cabell County Schools reserves the right to require proof that the respondent is an established business and is abiding by the ordinances, regulations, and laws of the State of West Virginia, such as but not limited to: Business Tax Receipts, business licenses, West Virginia sales tax registration, Federal Employers Identification Number, AND;
    - Each respondent and personnel who will be performing services on behalf of the respondent for CCS are to be properly licensed to do business in its area of expertise in West Virginia. Each respondent shall submit, with its proposal a copy of, and maintain the appropriate licenses and certificates during the term of the contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of an awarded contract.

17. **Taxes:** The School Board of Cabell County Schools is exempt from Federal and State Sales and Use Tax for Tangible Personal Property.

18. **Davis-Bacon Act:** All respondents, contractors, and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to all construction contracts in excess of $2000 awarded by the District and sub-grantees when required by Federal grant program legislation).

19. **Compliance with Laws and Regulations:** Respondent shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Respondent shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. Respondent shall protect and indemnify CCS and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by respondent, its representatives, subcontractors, subconsultants, professional associates, agents, servants, or employees. Additionally, respondent shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to an awarded contract.

Introduction

Cabell County Schools seeks to secure pricing for Data Transport Services for the Wide Area Network (WAN) in compliance with the requirements of the Universal Service Administrative Company (USAC) and the School and Library E-rate program. Each fiber pair will be capable of sustaining speeds of up to 100GB. The basic architecture and connection points are further defined in this document. All work according to the RFP shall be contingent upon funding from the Schools and Libraries Universal Service Administration (E-rate). In the event of lack of funding, the Cabell County Board of Education may or may not, accept all or part of the RFP. All RFP responses must comply with all sections of this RFP and the products and services to be considered. All RFP respondents must be E-rate eligible and file an FCC Form 499A to provide the services requested and provide their Service Provider Identification Number (SPIN) number as part of their RFP response.

Managed fiber services provide the current WAN services but enhanced fiber services are now required to support rapidly growing bandwidth needs and to meet the State Education Technology Directors Association standard recognized in the FCC Second E-rate Modernization order as the benchmark standard for bandwidth for school districts.

Scope of Work

CCS is requesting proposals for Data Transport Service to provide a fiber wide area network (WAN) services to all school board sites as listed in Chart 1 below, and the district's backhaul connection to West Virginia Department of Education, Building 6, 1900 Kanawha Boulevard East, Charleston, WV, 25305-0330. CCS is requesting proposals for leased lit fiber, leased dark fiber, and dark fiber Indefeasible Right of Use (IRU) services for delivery of wide area network (WAN) services to all facilities listed. Service is expected to originate at the district Central Office and be delivered to all the eligible service locations. The current carrier hotel is located at 1145 6th Avenue, Huntington, WV 25701 for connection to the point of presence with WVNET, 1900 Kanawha Blvd E, Charleston, WV 25305.

Note four schools are being upgraded and are under construction currently. The schools being replaced are not a part of this RFP.

Chart 1				
Cabell County Schools Central Office	2850 5th Avenue	Huntington	WV	25702
Milton Pre-K	1302 W Main Street	Milton	WV	25541
Altizer Elementary	250 3rd Street, Altizer	Huntington	WV	25705
Central City Elementary	2100 Washington Avenue	Huntington	WV	25704
Cox Landing Elementary	6358 Cox Lane	Lesage	WV	25537
Culloden Elementary	2100 US Route 60	Culloden	WV	25510
Davis Creek Elementary - Construction	1700 Riverview Drive Map Coordinates 38.40939646014118 - 82.30524121738401	Barboursville	WV	25504
Explorer Academy	2901 Saltwell Road	Huntington	WV	25705
Guyandotte Elementary	607 5th Avenue	Huntington	WV	25702
Highlawn Elementary	2601 Collis Avenue	Huntington	WV	25703
Hite-Saunders Elementary	3708 Green Valley Road	Huntington	WV	25701
Martha Elementary	3067 Martha Road	Barboursville	WV	25504
New Meadows Elementary - Construction	200 Warehouse Rd.	Huntington	WV	25701
New Milton Elementary - Construction	1224 Newmans Branch Road	Milton	WV	25541
Nichols Elementary	3505 Erwin Road	Barboursville	WV	25504
Ona Elementary	2701 Elementary Drive	Ona	WV	25545
Salt Rock Elementary	5570 Madison Creek Road	Salt Rock	WV	25559
Southside Elementary – Shared	930 2nd Street	Huntington	WV	25701
Spring Hill Elementary	1901 Hall Avenue	Huntington	WV	25701
Village of Barboursville Elementary	718 Central Avenue	Barboursville	WV	25504
Huntington Middle School – Shared	925 3rd Street	Huntington	WV	25701
Huntington East Middle School	1 Campbell Drive	Huntington	WV	25705
Barboursville Middle School	1400 Central Avenue	Barboursville	WV	25504
Milton Middle School	One Panther Trail	Milton	WV	25541
Transportation Complex	6370 Cox Lane	Lesage	WV	25537
Woody Williams CTE - Construction	100 Huntington Mall Road	Barboursville	WV	25504
Crossroads Academy - Shared	2800 5th Avenue	Huntington	WV	25702
Cabell Midland High School	2300 US Route 60, E	Ona	WV	25545
Huntington High School	1 Highlander Way	Huntington	WV	25701

The project is to be completed and operational by **July 1, 2025**, pending approval of the E-rate Special Construction application process. Bidders are advised that this project will be contingent upon the successful obtaining of E-Rate funding, and the contract agreement between CCS and the selected vendor must recognize that contingency. Preference will be given to the Vendor that provides a comprehensive, cost-effective solution for current specifications and ongoing service and support.

In each building, the selected vendor will demarc the service in an existing network closet or the location to be designated by CCS.

The proposal should include pricing options for 10 Gbps through 40 Gbps, in 1 Gbps intervals, for each endpoint site and for 10 Gbps to 100 Gbps at the Internet Service Provider site and should allow for service level changes to be made to any location during the term of the contract. Each WAN segment must be scalable to 100 Gbps in the future.

CCS requests to work with the selected vendor to establish an appropriate initial service tier for each building to maximize the cost-effectiveness of these services to the district, and this may include the need to negotiate modifications to the site list before or during the term of the agreement.

Facility	Bandwidth Minimum
Cabell County Schools Central Office	10 Gbps
Milton Pre-K	10 Gbps
Altizer Elementary	10 Gbps
Central City Elementary	10 Gbps
Cox Landing Elementary	10 Gbps
Culloden Elementary	10 Gbps
New Davis Creek Elementary - Construction	10 Gbps
Explorer Academy	10 Gbps
Guyandotte Elementary	10 Gbps
Highlawn Elementary	10 Gbps
Hite-Saunders Elementary	10 Gbps
Martha Elementary	10 Gbps
Meadows Elementary	10 Gbps
New Meadows Elementary - Construction	10 Gbps
New Milton Elementary - Construction	10 Gbps
Nichols Elementary	10 Gbps
Ona Elementary	10 Gbps
Salt Rock Elementary	10 Gbps
Southside Elementary	10 Gbps
Spring Hill Elementary	10 Gbps
Village of Barboursville Elementary	10 Gbps
Huntington Middle School	Shared connection with Southside Elementary
Huntington East Middle School	10 Gbps
Barboursville Middle School	10 Gbps
Milton Middle School	10 Gbps
Transportation Complex	10 Gbps
Cabell County Career Technology Center	10 Gbps
Woody Williams Center for Advanced Learning and Careers - Construction	10 Gbps
Crossroads Academy	Shared connection with Central Office
Cabell Midland High School	10 Gbps
Huntington High School	10 Gbps

The response should describe the circuits being provided, whether they are dedicated end-to-end for the CCS use, and whether there are any mid-path electronics necessary to provision the circuits. The proposer should describe all proposed handoffs, including whether you are handing off multiple connections at the head-end or a single, aggregated connection. Please indicate and specify all service provider-owned onsite equipment necessary to hand off service to CCS LAN equipment using 10 Gbps at endpoints and hub. The service provider should provide this information in the form of a network WAN diagram.

Each respondent must provide a proposed Service Level Agreement (SLA) with their response. The proposed SLA must include a description of the services provided, and where applicable, describe how these services will be measured. At a minimum, the SLA should describe that the vendor will make all reasonable efforts to ensure 99.99% network availability of each circuit, and it should provide frame/packet loss, network latency, and network jitter commitments. Additionally, each SLA should describe 24x7x365 trouble-reporting procedures, offer commitments regarding the time to repair outages, and describe provisions offered in the event of chronic trouble. The services described in the SLA shall be maintained to the specifications of these commitments throughout the term of the contract, and the selected vendor shall remediate any deficiencies at no cost to the Cabell County Schools.

CCS seeks unrestricted bandwidth over these connections, meaning that the provider should not limit or throttle the capacity of circuits at any time for any reason.

CCS seeks a three-year base agreement with *up to two* 1-year *signed* extensions, or one 5-year term agreement. The school district is contemplating renewing this contract in the future if all service standards delivered by the vendor and required by the school district are met. All cost proposals must reflect the Lowest Corresponding Price (LCP), GSA pricing, and any available governmental unit discounts including existing state purchasing agreements or contracts. Any proposal referencing an existing state purchasing agreement or contract must include that information in the proposal. Bid prices must be complete for the services proposed and shall include all associated costs, even if the amounts are estimates based upon current applicable taxes, surcharges, or fees.

If there are any separate installation or special construction costs necessary to provision service, the cost proposal must clearly delineate those costs from monthly recurring costs and the service provider must be prepared to assist with any USAC review questions concerning those costs. We may request that the undiscounted portion of any upfront, nonrecurring costs be paid in installments as allowed by Section II.A.2. of FCC 14-189 (Second E-Rate Modernization Order).

Bidder Information

Bid must include the following information:

- The full company name; company contact with address, telephone number, and e-mail address.
- The footprint the bidder has in the state of West Virginia and/or Cabell County Schools.
- Description of experience in delivering a comparable-sized project. Provide three (5) reference sites where your company has performed a similar service, including business name, contact name and contact information. It is preferable that at least one reference should be for a district of similar size within 300 miles of the Cabell Schools.
- Evidence of a valid West Virginia Business License.
- A Bid Bond equal to 5% of the total bid at the time the bid is submitted.
- Show evidence of and agree to maintain Liability Insurance covering all job-related activity.
- Provide evidence that all employees will be fully-covered by Workers Compensation during the period of the contract, in accordance with any and all federal, state, or local regulations governing such responsibility.
- A signed Debt Affidavit (included in this packet) required by the State of West Virginia.
- A signed Form WV-96 Agreement Addendum (included in this packet) required by the State of West Virginia.
- A description of services to be provided with detailed information regarding any required construction, including a timeline for completion of every phase of work necessary to demonstrate service delivery by **July 1, 2025**.
- Complete pricing for the services described herein. Your proposal must clearly indicate nonrecurring costs, recurring costs, and fees for the service being proposed, for each service tier for the site requested.
- Proposed Service Level Agreement.
- Your E-Rate SPIN Number. Bidder **must** have a current SPAC form on file with USAC.

Cabell County Schools reserves the right to

- Reject any or all offers and discontinue this request process without obligation or liability to any potential bidder.
- Award based on other factors rather than the lowest price offered.
- Award on the basis of initial offers received, without discussions or request for best and final offers.
- To not select any bidder or purchase any goods and services resulting from this request.

CCS review of information will be primarily focused on the substance of the details provided in response to the requirements herein including but not limited to pricing and terms, technical details, SLA, experience and references, and compliance with the requirements laid out in this document.

Codes and Standards

It shall be the responsibility of the bidder to identify all codes, and/or agencies having jurisdiction and governing the execution of this proposal and to ensure conformance with those codes and agencies. At a minimum, the execution of this RFP and all acts of the bidder selected to perform work described herein, shall conform with and/or follow the guidelines of the following:

- Federal Communications Commission (FCC)

- OSHA
- Electronic Industries Association (EIA)
- American National Standards Institute (ANSI)
- National and Local Electrical Codes, including NFPA 70
- City, county, and state ordinances as applicable
- BICSI Telecommunications Distribution Standards
- Applicable Regulations of the West Virginia Department of Labor
- State and Federal Anti-Discrimination Laws
- Licensed Electrical Contractor in the State of West Virginia.
- *This list is not exclusive.*

Questions

No informational meetings or building visits will be scheduled. Any questions related to the technical aspects of this document should be directed to Jason Jackson, Cabell County Schools Director of Technology and Information Services, at jdjackso@k12.wv.us no later than **1:00 PM EST on February 27, 2024**. Answers to any written questions or any additional information, revisions, or clarifications to the RFP will be provided in the form of an addendum to be posted with the FCC Form 470 on the Universal Service (E-Rate) website. It is the sole responsibility of the Service Provider to check for any addenda that may be issued.

Proposal Format

It is essential that CCS be able to easily match a vendor's response with this RFP's requirements for information. Proposals should be submitted on 8.5 by 11-inch paper. Foldouts for charts, tables, spreadsheets, and single-line diagrams are acceptable.

Introduction and Procedures

This includes the Title Page and a Proposal Overview, not to exceed five pages, identifying the primary reasons why the proposal will best meet the needs of CCS.

Bidder Requirements/Information. This includes the bidder, manufacturer background information, general vendor and project requirements, maintenance and service response, and the reference list.

System Specifications

Provide information about the specifications of the project to be installed and/or provided to CCS.

Terms and Conditions

The total system costs must include non-recurring and monthly, recurring charges related to providing the system, **including all taxes, surcharges, and any other fees.**

E-Rate Eligibility

The bidder will provide a breakdown of what services and/or goods are eligible for E-Rate at what percentage they are eligible.

Proposal Submission Form and WV Agreement Addendum

The bidder will complete and sign the proposal submission form (Appendix A), Agreement Addendum (Appendix B), and WV-96 (Appendix C).

General Implementation Requirements

With submission of a proposal, the bidder understands and agrees to the following:

- Five continuous years minimum experience.

- Five, minimum, completed projects similar to scope and cost. Provide a list of projects, including references, in the bid submission.

- It shall be the responsibility of the bidder to design, furnish, install, and test all aspects of the installed network cabling and hardware electronics as outlined in this RFP.

- This RFP is intended to represent a functional description and performance criteria for systems required. The Vendor shall conduct actual system engineering and design activities that will lead to the final system configuration.

- The bidder shall provide all supervision, labor, materials, equipment, and testing instrumentation required for the work associated with this RFP.

- The bidder shall secure all permits, inspections, and authorizations required to complete its work associated with this RFP, at no additional cost to CCS.

- No worker, laborer, or mechanic employed in the performance of any part of the contract shall be paid less than the "prevailing rate of wage".

- All vendors working on CCS sites shall abide by all **Cabell County School's** rules and State of West Virginia regulations. Buildings and grounds are tobacco-free and drug-free areas. In addition, weapons and alcohol are prohibited. Any workers who might come in contact with students on any **CCS** site must have undergone a criminal background check to be on file with the bidder and CCS. No workers convicted of crimes against children will be allowed on any **CCS** site. All bidder employees must carry picture ID and wear identification badge at all times.

- Bidder is responsible for confirming the location of existing utilities prior to commencing work. Bidder agrees to repair and restore any utilities damaged during construction.

- Bidder shall make **NO** penetration of walls, floors, or ceilings without the prior consent of CCS.

- Bidder will be responsible for all damage to the building during installation.

- Access hours to CCS sites will be from 7:00 AM to 4:00 PM local time Monday through Friday.

Service and Maintenance

- The bidder represents and warrants that it shall maintain the systems, and all related equipment in the systems, in working order twenty-four hours per day, seven days per week, and shall provide emergency telephone numbers where emergency service can be obtained.

- The bidder must be capable of providing a priority response for major problems, which includes a service outage to any site.

- The bidder must have certified technicians for the network system it is proposing. Provide evidence in the bid submission of Technician qualifications. Evidence shall consist of manufacturer certifications, manufacturer training, industry training, relevant project experience, etc. The bidder shall be an authorized installer and maintenance provider of the equipment and network system it proposes.

- The bidder will provide documentation and an asset sheet for any new equipment.

- Bidder to provide eight (8) hours of system administrative training on features and administration

General Overview of Project

- It will be the Service Provider's obligation to inform the Owner/Owner's Representative of any and all conflicts, between the RFP documents and the onsite conditions.

- The Service Provider shall include in their proposal the cost to prepare and conduct their work to ensure that CCS endures no disruption to the loss of "Normal Business" functions. Buildings will be available to the Service Provider during regular business hours for investigation and prep work only. Work resulting in the disruption of normal business functions and or causing a disruption to the teaching process will be performed after normal business hours (7:00 AM- 4:00 PM local time).

- It will be the sole financial responsibility of the Service Provider to arrange delivery and storage of all product, materials, and equipment. The Owner will not be responsible for the warehousing or transportation of any products, material, and equipment, without prior written approval.

- All bidders responding to this request must participate in the FCC E-Rate discount program and provide their SPIN. Not all equipment included in this RFP may qualify for E-Rate discount but is the bidder's responsibility to provide a solution that optimizes the E-Rate discounts while meeting the requirements of this Request for Proposal.

- All equipment must be new. The details of the System requirements and features are fully described in later sections of this RFP.

Section 1: Service Requests

1. CCS is seeking bids for a fully managed WAN solution. Leased Lit Fiber, Leased Dark Fiber, or Dark Fiber IRU are the E-rate Category 1 service option to choose when bidding point-to-point wide area network (WAN) connections. **WAN connections do not connect to an Internet access point.** WAN connections are point-to-point fiber connections that connect individual instructional/non-instructional facilities in the same school district. See Section 3 for solution requirements.
2. Network Design and Construction Routes
    a. CCS will consider traditional network designs or alternative proposals. The CCS's stated decision criteria (outlined in the RFP) will be used to determine if an award is made as-a-result of this RFP. CCS has, in accordance with E-rate guidelines, rated cost of service as the highest weighted factor in its decision criteria.
    b. Due to current and future bandwidth needs, respondents are encouraged to provide a dedicated infrastructure to CCS. Designs are encouraged to utilize the private fiber approach, where there exists no other aggregation or third-party equipment on fiber strands between sites, and modulating equipment at each site is dedicated to CCS and not shared in any way with other customers.
    c. CCS requests a sum of the parts network. Example: If 10 Gbps connect to all edge sites, and there 27 edge sites, from the HUB, then the HUB should have 270 Gig's coming into it. Or, if 12 strands of fiber are connected to each edge site, and there are 27 edge sites, then the HUB should have 324 fibers coming into it, and terminated in a Fiber Distribution Panel.
    d. Respondents should clearly illustrate proposed network design and construction routes. Respondents should show evidence that they looked at alternate routes for the build and should provide narrative language supporting rationale for chosen build route(s).
    e. CCS 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.
3. Special Construction
    a. In E-rate terminology, **special construction** refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities.

        i. Special construction and service eligibility for reimbursement have changed starting funding year 2016. See the Federal Communications Commission E-rate modernization order 2 (WC Docket No. 13-184) (https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity) for more information.
    b. Special construction charges eligible for Category One support consist of three components:
        i. construction of network facilities
        ii. design and engineering
        iii. project management
    c. If no new fiber is being installed, then any installation costs are considered standard **non-recurring costs (NRC).**
        i. For leased lit fiber solutions requiring special construction, this means that the costs associated with building the fiber are considered special construction and the costs associated with the equipment required to activate the service are a standard NRC.
    d. Special Construction Payment Plan Option
        i. CCS requests that the respondents consider allowing CCS to pay the non-discount share of special construction costs (portion of costs that are the responsibility of the CCS) to be paid in equal annual installments over four years from Funding Year 2022 to Funding Year 2025 inclusive. Responses must include agreement or non-agreement of this request.
    e. Excess fiber strands for special construction projects
        i. 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.
        ii. 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, CCS will not be responsible for reimbursing the winning vendor and the winning vendor will assume all responsibilities deemed ineligible by USAC.
        iii. For examples of cost allocation, please see the document in Appendix D as prepared by the State E-rate Coordinators' Alliance (SECA).

Section 2: Solution Specifications

Proposed solutions shall provide dedicated infrastructure for service with no shared equipment or routing of traffic through aggregation hubs. All proposed equipment shall be considered easily compatible/equivalent with the existing equipment used by CCS (Cisco/Meraki).

A. Leased Lit Fiber
    a. CCS must have dedicated, symmetrical transport bandwidth of [1 - 10 Gbps] between the designated endpoints.
    b. The solution must be scalable to [40 Gbps] and [100 Gbps].
    c. Special construction, monthly recurring cost, and any additional non-recurring costs are required to be broken out and listed separately.
    d. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
    e. No increased pricing will be allowed during the term of the quoted special construction, Non-Recurring Charge (NRC), and Monthly Recurring Charge (MRC) rate in each pricing cell of the matrix.
    f. If an increase in bandwidth is requested during the contract period, the contract term shall not be affected.
    g. All solutions must adhere to the following Service Level Agreement (SLA) terms and the terms found in **Section 3.**

B. Leased Dark Fiber

   a. CCS should have 2 strands (1 pair) or preferably 6 strands (3 pairs) or more of single-mode fiber from the hub to each eligible entity location.
   b. Respondents are free to provide proposals based on more than one contract option. It is not required to respond to both.
   c. Special construction and monthly recurring cost are required to be broken out and listed separately.
   d. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
   e. No increased pricing will be allowed during the term of the quoted special construction and MRC rate in each pricing cell of the matrix.
   f. Traditional leases require fiber maintenance as part of the MRC.

C. Dark Fiber IRU

   a. A 3-year agreement with two, one-year extensions (total of 60 months) is requested with an optional three, 3-year agreements with two, one-year extension options available by mutual agreement of the School Board and the respondents.
   b. Applicant should have 2 strands (1 pair) or preferably 6 strands (3 pairs) or more from the hub to each eligible entity location.
   c. Special construction, IRU fee, and monthly recurring cost for maintenance are required to be broken out and listed separately.
   d. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
   e. No increased pricing will be allowed during the term of the quoted special construction, IRU fee, and MRC rate in each pricing cell of the matrix.
   f. If special construction is required, CCS expects significant reductions from prevailing market rates for the IRU fee and annual maintenance charges on all newly built segments.
   g. Fiber maintenance should be quoted separately from the IRU fee.
      i. The fiber owner (not CCS) must claim responsibility for repairs in the event of a catastrophic cut or relocate.
      ii. Describe the process for relocates including assumption of costs.
      iii. If maintenance cannot be quoted for entire time span of the IRU, please include alternate time span quote as well as explanation for the shorter time span.
   h. The provider will make all reasonable efforts to ensure 99.99% network availability of all leased fiber strands.
   i. All leased dark fiber solutions are subject to the following terms:
      i. Respondent shall maintain the applicable fiber seven days per week, twenty-four hours per day.
      ii. In the case that maintenance is subcontracted out to a 3rd party, the respondent must hold and manage the subcontract and is ultimately responsible for the SLA.
      iii. It is assumed that the dark fiber network is part of a more comprehensive fiber infrastructure of the respondent. The respondent will include only the portion of maintenance that is required to support the School Board's fiber segments versus overall network maintenance.
         1. Respondent stated commitment is to respond to any outage within two (2) hours and thereafter proceed to correct the malfunction with reasonable diligence.
         2. The respondent should include an overview of maintenance practices including:
            a. Routine maintenance and inspection.
            b. Scheduled maintenance windows and scheduling practices for planned outages.
            c. Marker and handhole inspection and repair.
            d. Handling of unscheduled outages and customer problem reports.
            e. Specify service level agreement included and what alternative service levels may be available at additional cost.
            f. Specify agreements that are in place with applicable utilities and utility contractors for emergency restoration
            g. Repair of fiber breaks and mean time to repair

h. Replacement of damaged fiber and fiber that no longer meets specifications
i. Post repair testing
j. Policies for customer notification regarding maintenance
k. Process for changing procedures, including customer notification practices
l. Process for moves, adds, and changes
m. Process for responding to locate requests

3. Proposer must agree to refresh network equipment within ninety (90) days if average CPU utilization on equipment exceeds seventy-five percent (75%) for a period over twenty (20) minutes, or other critical equipment performance problems occur before scheduled refresh.

1. Wide Area Network

a. CCS must have dedicated, symmetrical transport bandwidth of 1 Gbps, 10 Gbps, 40 Gbps between the designated endpoints. ***10 Gbps SFP compatible with CCS LAN equipment will be included in the proposal***.
b. The solution must be scalable to 100 Gbps.
c. Contract options are requested for a three-year base agreement with *up to two* 1-year *signed* extensions, or one 5-year term agreement. CCS is contemplating a longer-term relationship with the winning bidder if new services are built and installed.
d. Renewal of Contract: This contract may be renewed for specific intervals of time, not to exceed any 3-year interval, at the sole discretion of CCS; however, the cumulative maximum of all such renewals shall not exceed 240 months under the terms and conditions of the original contract and upon written mutual agreement between both parties. Subsequent price increases may be negotiated only at the time of renewal. Written notice of the intention of CCS to renew will be given at a minimum of thirty (30) days prior to the expiration date of each contract period.
e. Each respondent is required to complete the attached pricing sheet with this RFP.
    i. Special construction, monthly recurring cost, and any additional non-recurring costs are **required** to be broken out and listed separately.
    ii. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
    iii. 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.
f. All costs required to deliver the proposed solution must be included in the bid. By submitting a bid, the respondent certifies that it has engineered a full solution including all monthly recurring charges, all installation charges and all special construction costs. Costs added to the quote after the respondent has submitted their bid are solely the responsibility of the respondent and not the CCS.
g. If a bandwidth upgrade is requested mid-contract the term length does not reset or renew. For example, if an upgrade occurs in month 20 of a 36-month contract, then 16 months of service must remain on the contract at the new bandwidth before a contract renewal is available.
h. All solutions must adhere to the Service Level Agreement (SLA) terms in Section 3.

Section 3: Service Level Agreement

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. The 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, the Customer may contact the 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 the 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 CCS.

Section 4: General Terms for All Proposals

1. **Failure to include any requested information noted as required by the respondent is grounds for disqualification.**
2. Description of Proposal
    a. All sites must be included in the bid. Failure to include all sites in a bid option will be grounds for disqualification.
    b. Respondent will provide a description of their proposal for all services and solutions.
    c. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, and other detail CCS may find useful or necessary (or could differentiate the solution from a competing proposal).
3. Reselling and subcontracting

    a. Any respondent who intends to resell or subcontract a lit service from a 3rd party must supply proof in writing that said party can provide service at all proposed CCS locations.
    b. If, at any point following the bid submission, any changes from the 3rd party alter the costs or significantly change scope of proposed service then CCS will not be liable for the cost increase and reserves the right to disqualify the bid and cancel any signed contracts without penalty.
4. Timeline
    a. For each response, respondents must include a timeline for bringing all sites online.
    b. For solutions requiring special construction, a schedule of bringing sites online must be included with an explanation of how this timeline shifts if the date of the E-rate funding commitment shifts.
5. Demarcation
    a. All solutions must terminate service or infrastructure in the demarcation point at each address specified in the pricing sheet.
    b. Solutions bringing service to the property line but not to the demarcation point are not acceptable.
    c. Respondent must specify specific demarcation setup included in base fees and rack mount fiber patch panel utilizing existing switching equipment at endpoint and core HA switch at HUB.
6. Network Diagram
    a. For each response, respondents must include a digital PDF format network diagram displaying the paths to be used to serve each endpoint.
    b. Diagrams must show if circuits are routed through any aggregation hubs, equipment, or third-party facilities between HU site and each endpoint.
        i. If this detailed information cannot be supplied, then at a minimum the quantity of each must be supplied in order to provide a picture of potential latency.
7. E-rate Program Integrity Assurance (PIA) Review
    a. If their solution is chosen, respondents are required to promptly provide CCS with any information being requested as part of PIA review.
    b. Vendors may assist CCSs with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.
    c. For all responses that include special construction, the respondent agrees to, by submitting its bid, produce all construction labor, construction materials, and other cost information requested during PIA review.
    d. **All responses must agree, in writing, to this section with a yes or no answer. Answering no or failure to answer at all is grounds for disqualification.**
8. Required Notice to Proceed and Funding Availability
    a. CCS will follow the purchasing policies of the Cabell County Schools Board of Education, the West Virginia Department of Education, and requirements and procedures of the FCC’s E-rate program as administered by the Universal Service Administrative Company to be eligible for all available funding.
    b. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the district’s issuance of a written Notice to Proceed.
    c. E-rate funding notification alone will not signify Notice to Proceed. The district will have the right to allow the contract to expire without implementation if appropriate funding (including any state matching funds for special construction projects) does not come available.

Evaluation Criteria

Criteria	Weight
Costs of eligible goods and services	25
Bidder ability to provide dedicated infrastructure, service reliability, and response to outages	20
Bidder E-rate/K12 references and experience	15
Complete bid submission included detailed maps, plans, and pricing breakdown	15
The flexibility of network design for growth	10
Ability to support all requirements of this RFP	10
Bidder provides the ability to upgrade speed for 5, 10, and 15 years	5

Bid Delivery

Bids should be delivered to Cabell County Schools: Fiber Wide Area Network – Special Construction, Attn: Jason Jackson, 2850 5th Avenue, Huntington, WV, 25702, by **2:00 PM EDT, March 14, 2024**.

Timeline and Communications

- All sealed bids are due no later than **2:00 PM EDT, March 14, 2024**. Any bids received after **2:00 PM EDT, March 14, 2024,** will not be evaluated.
- There is no specific form for bids, but the bids must include all items outlined in this request. Incomplete bids will not be considered. See **Proposal Format** for guidelines.
- Questions must be submitted by **1:00 PM EST, February 27, 2024.** Email Jason Jackson (jdjackso@k12.wv.us) before **1:00 PM EST on February 27, 2024,** to ensure a response before bids are due.
- Two signed, paper copies of sealed bids must be mailed to:

  Cabell County Schools: Fiber Wide Area Network - Special Construction
  ATTN: Jason Jackson
  2850 5th Avenue
  Huntington, WV 25702
- Hardcopy bids should be submitted on or before **2:00 PM EDT, March 14, 2024**. Feel free to send a follow-up email (chightower@k12.wv.us) to check that the sealed bid has been received. **Do not email bids. Bids via email will not be accepted.**
- CCS is not responsible for the pre-opening of, post-opening of, or failure to open a solicitation not properly addressed or identified.
- Sealed bids will be opened at **11 AM EDT, March 15, 2024,** in the Technology Department Conference Room.
- Sealed bids will be reviewed through and including **March 20, 2024**. Bidders may be contacted with questions.
- CCS reserves the right to obtain clarification of any point in a vendor's proposal or to obtain additional information necessary to properly evaluate a proposal. Failure of a vendor to respond to such a request for additional information or clarification may result in rejection for the vendor proposal. Cabell County School's retention of this right shall in no way reduce the responsibility of vendors to submit complete, accurate, and clear proposals.
- Bidders may submit more than one proposal with alternate specifications in response to this RFP. However, each proposal must be a separate, complete package, which can be considered independently of any other proposals from the same vendor.
- If a bidder's proposal includes equipment, hardware, software, or services to be supplied by entities other than itself, it is mandatory for the proposing vendor to act as prime contractor for the procurement of all products and services proposed to meet this RFP. The vendor acting as the prime contractor must be the sole point of contact with regard to contract stipulations including payment of any and all charges resulting from the purchase of the proposed equipment, hardware, software, and/or services. The vendor acting as the prime contractor must take full responsibility for the demonstration, delivery, installation, and acceptance testing of the items proposed to be supplied by its subcontractor.

- Following selection of a bidder, if any, the Board of Education of Cabell County Schools will vote to approve the bid, upon recommendation by the Superintendent of Schools at a future meeting.

Schedule of Events	
Request for sealed bids published in USAC	**February 15, 2024**
Deadline for questions	**1:00 PM EST, February 27, 2024**
Deadline for sealed bid submission	**2:00 PM EDT, March 14, 2024**
Sealed bids will be opened	**11:00 AM EDT, March 15, 2024**
Review bids and ask questions of bidders (if necessary)	**Through March 20, 2024**
Inform bidders that a selection has been made	**March 22, 2024**

Appendix A PROPOSAL SUBMISSION FORM

Cabell County Schools Request for Leased Lit Fiber Special Construction

I. NAME, ADDRESS, AND PHONE NUMBER OF VENDOR

____

____

____

____

II. EMAIL ADDRESS: ____

III. FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _________________________________

IV. WV BUSINESS LICENSE NUMBER: ____

V. VENDOR ACKNOWLEDGEMENT (acknowledge by checking the boxes below).

□ Vendor certifies that installation meets current West Virginia building codes.

□ Vendor certifies that pricing includes all applicable taxes and fees for West Virginia, Cabell County, and the City of Huntington.

□ Vendor certifies that liability and worker's compensation insurance will be maintained throughout the project as required by the State of West Virginia (proof of insurance will be required prior to issuance of contract for the work).

□ Vendor certifies that equipment and installation methods proposed meets the letter and intent of the Request for Proposals and that equipment proposed.

□ Contractor certifies that if selected as the winning bidder, the contractor will purchase a performance, labor, and material payment bond equal to the price of the contract.

□ Contractor has provided a list of specifications of the major material and equipment to be installed to complete the project (cut sheet, if applicable).

VI. LUMP SUM IN U.S. DOLLARS (write out in word form <u>and</u> numerically)

____

____

VII. SIGNATURE OF INDIVIDUAL AUTHORIZED TO MAKE BINDING LEGAL AGREEMENTS:

Signature: ______________________________________

Printed Name: ______________________________________

Date: ______________________________________

Appendix B – West Virginia Purchasing Agreement Addendum

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:	**VENDOR:**
Local Education Agency: ______________	Company Name: ______________
Signed: ______________	Signed: ______________
Title: ______________	Title: ______________
Date: ______________	Date: ______________

Revised 07-12

Appendix C

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: ______________

Appendix D - SPECIAL CONSTRUCTION COST ALLOCATION SCENARIOS

E-rate Special Construction

Excess Strands - Cost Allocation Scenarios

Funding Year 2024

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

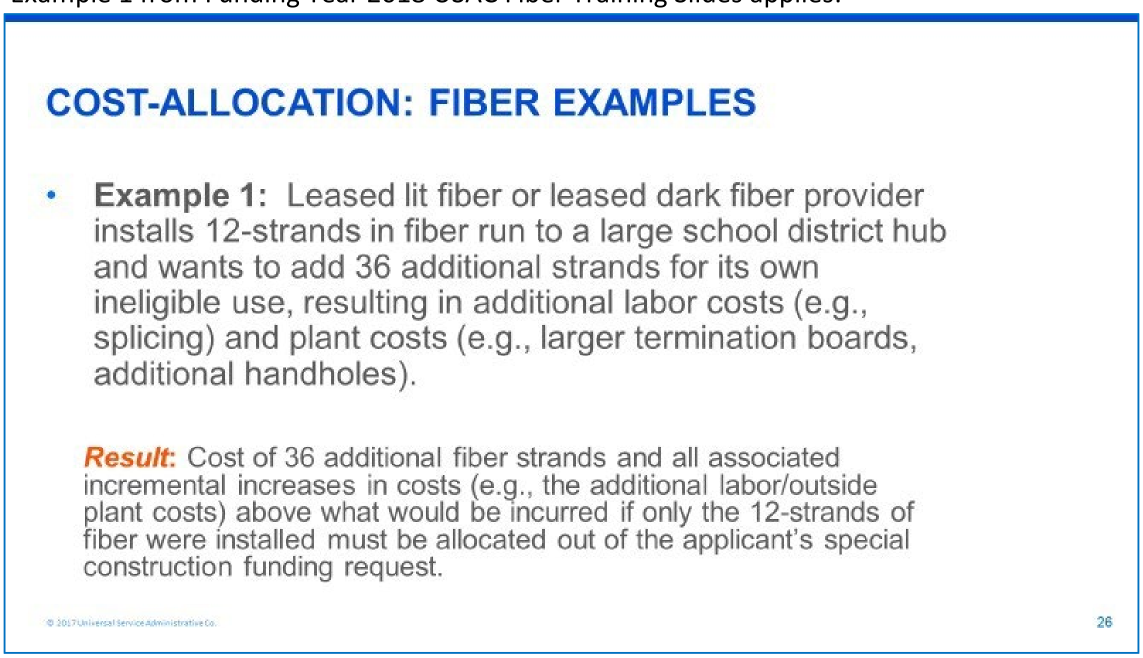
If the service provider installs additional strands for the applicant's exclusive future use in a leased dark fiber or leased lit fiber special construction project, and if the applicant can show documentation that buying a cable containing the number of strands placed in the fiber system for the applicant's future use is more cost effective then 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 <u>cannot</u> 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:



Applicant's 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 Installation (conduit, markers, handholes)****	$2.85 per foot	$3.10 per foot	25 cents per foot
Markers	Place every 500’	Place every 500’	No cost difference
Handholes	Place every 1000’	Place every 1000’	No cost difference