

GENERAL TERMS & CONDITIONS (REQUEST FOR QUOTATION) RFQ AND (REQUEST FOR PROPOSAL) RFP

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.
12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.

INSTRUCTIONS TO BIDDERS

1. Bids are to be received in the form of sealed bids. Sealed paper bids must be received in the Cabell County Schools Technology Office no later than 10:30 A.M., November 30, 2018.
2. Bids will be publicly opened on November 30, 2018 at 11:00 A.M. Cabell County Board of Education (2850 5TH AVE, HUNTINGTON, WV 25702).
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.

No Debt Affidavit

Instructions

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

According to the statute, no contract or renewal of any contract may be awarded under this article to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor as defined in this section and the debt owed is an amount greater than \$1,000 in the aggregate.

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded under this article to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor as defined in this section and the debt owed is an amount greater than five thousand dollars in the aggregate.

Definitions:

"Debt" means any assessment, penalty, fine, tax or other amount of money owed to the state because of a judgment, fine, permit violation, license assessment, penalty or other assessment presently due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon;

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions;

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor, so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

Exception:

The prohibition does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the West Virginia Code, worker's compensation premium, permit fee or environmental fee or assessment, and the matter has not become final, or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the bidder and all related parties do not owe any debts or, if a debt is owed, that the provisions of the exception clause (above) apply.

Vendor's Name: _____

Authorized Signature: _____ Date: _____

WAN RFP SCOPE

Cabell 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 Larry Oyster at loyster@k12.wv.us.

- The vendor must quote a turn-key solution that will be installed, tested, fully operational, and accepted by Cabell County Schools within ninety (90) days after issue of purchase order. This should occur to start services by July 1, 2019. Billing should only begin once all circuits have successfully completed testing and turn-up.
- In case of service interruption, the vendor must include in their quoted service price a four-hour *“back in service”* response time from the time of notification by an authorized Cabell 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 Cabell County Schools use only.
- Vendors must include a copy of their service agreement with their proposal.
- The vendor’s proposal price shall be for a three year base with up to two 1 year ***signed*** renewals. According to state code the school district cannot enter into contracts lasting more than 1 year and cannot extend contract renewals beyond two additional years (total of three years) without a signed Contract Agreement Addendum. (See Appendix A) The vendor must sign the Contract Agreement Addendum.
- Each year, during the renewal process, price drops should be included as part of the renewal process, as applicable, and included in signature documents for renewal.

- The evaluation of each proposal will be evaluated at:

Complete installation cost, all other one-time cost, and monthly recurring cost for a period of the contract duration	40%
Total Cost for life of Contract	20%
Prior experience of the respondent, technical capability, and quality of work performed in other networks, qualification of personnel, and environmental factors	20%
Ability of vendor to deliver a complete array of optional data transfer rates	20%

- The vendor must be an eligible provider under the FCC/SLD rules and be willing to file a SPI on behalf of Cabell 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.

CIRCUIT SPECIFICATIONS

- One 2 Gbps, 3 Gbps, 4 Gbps, 5 Gbps, 6 Gbps, 7 Gbps, 8 Gbps, 9 Gbps, 10 Gbps, (including a range between to meet the needs of the county for each speed listed above) connection scalable to 10 Gbps from the Cabell County Board of Education to the Southern POP, currently located in Building 6 in Charleston, WV statewide K12 network Point of Presence (POP). Please provide separate pricing for all options in a variety of speeds to allow for growth and increase; however pricing increases due to scaled rates requiring additional charges due to facilities upgrades, etc., should only be applied at the particular rate bands for which the increased costs are applicable.
- Provide separate pricing for options scalable to 10 Gbps for other location in ranges of 10 Mbps, 50 Mbps, 100 Mbps, 200 Mbps, 500 Mbps, 1 Gbps up to 10 Gbps, including additional ranges of the like within those speeds (for each speed listed above) offered by the provider in ranges up to 10 Gbps connection from all schools/entities listed below to the vendor hub to allow for growth and increase; however pricing increases due to scaled rates requiring additional charges due to facilities upgrades, etc., should only be applied at the particular rate bands for which the increased costs are applicable. (See list below.)
- Cabell County Schools reserves the right to relocate or 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.

**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.

Entity Name	Physical Address	Current Speed	Price Quoted
Altizer Elementary School	250 Third Street, Huntington, WV 25705	100	
Barboursville Middle School	1400 Central Avenue, Barboursville, WV 25504	1000	
Cabell Co Voc-Tech Center	1035 Norway Avenue, Huntington, WV 25705	100	
Cabell County Alternative Learning Center	2850 5th Avenue, Huntington, WV 25702	Shared with BOE	
Cabell County Central Office	2850 5th Avenue, Huntington, WV 25702	2000	
Cabell Midland High School	2300 US Route 60 East, Ona, WV 25545	1000	
Central City Elementary School	2100 Washington Avenue, Huntington, WV 25704	100	
Cox Landing Elementary School	6358 Cox Ln, Lesage, WV 25537	100	
Culloden Elementary School	2100 U.S. Route 60, Culloden, WV 25510	100	
Davis Creek Elementary School	6330 Davis Creek Road, Barboursville, WV 25504	100	
Explorer Academy	2901 Saltwell Road, Huntington, WV 25705	1000	
Guyandotte Elementary School	607 Fifth Avenue, Huntington, WV 25702	100	
Highlawn Elementary School	2549 First Avenue, Huntington, WV 25703	100	
Hite Saunders Elementary School	3708 Green Valley Road, Huntington, WV 25701	100	
Huntington East Middle School	1 Campbell Drive, Huntington, WV 25705	1000	
Huntington High School	1 Highlander Way, Huntington, WV 25701	1000	
Huntington Middle School	925 3rd Street, Huntington, WV 25701	Shared with Southside Elementary	
Martha Elementary School	3067 Martha Road, Barboursville, WV 25504	100	
Meadows Elementary School	1601 Washington Boulevard, Huntington, WV 25701	100	
Milton Elementary School	1201 Pike Street, Milton, WV 25541	1000	
Milton Middle School	1 Panther Trail, Milton, WV 25541	1000	
Milton Pre-K	1302 W Main Street, Milton, WV 25541	10	
Nichols Elementary School	3505 Erwin Road, Barboursville, WV 25504	100	
Ona Elementary School	2701 Elementary Drive, Ona, WV 25545	100	
Salt Rock Elementary School	5570 Madison Creek Road, Salt Rock, WV 25559	100	
Southside Elementary School	930 2 nd Street, Huntington, WV 25701	1000	
Spring Hill Elementary School	1901 Hall Avenue, Huntington, WV 25701	100	
Transportation Complex	6370 Cox Lane, Lesage, WV 25537	10	
Village Of Barboursville Elementary	718 Central Avenue, Barboursville, WV 25504	100	

Optional Price Lists:

These price lists permit the schools options for growth during the term of the contract and permit pricing at lower speeds for potential delays in cutover timelines.

Speed	Price
10 Mbps	
50 Mbps	
100 Mbps	
200 Mbps	
500 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:

VENDOR:

Local Education Agency: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____