

GENERAL TERMS & CONDITIONS (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.

2. Bids will be publicly opened on **March 2 at 10:00** at Barbour County Board of Education.
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."

The individual(s) listed below have been charged to evaluate or serve as members or advisors of an evaluation committee for the solicitation of bids, as specified

[_____] and are certifying that they have no conflict of interest with any of the participating vendors. This requirement is applicable to all transaction types.

Name	Title	Signature	Date
Teresa Childers	Technology Director		
Annette Hughart	Financial Director		
Dr. Joe Super	Superintendent		

Glenn Sweet	Technology Director		

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 BROADBAND RFP SCOPE

Barbour 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 Teresa Childers at tbchilde@k12.wv.us.

- The vendor must quote a turn-key solution that will be installed, tested, fully operational, and accepted by Barbour County Schools within ninety (90) days after issue of purchase order. This should occur to start services by July 1, 2014. 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 Barbour 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 Barbour 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 period with up to two one year, signed renewals. (total of five years). Vendor must agree to sign contract agreement addendum (See Appendix A) and the No Debt Affidavit.
- 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 have the heaviest weight assigned to complete installation costs, all other one-time costs, and monthly recurring costs for a period of the contract duration (40%). The flexibility to do discounted e-rate billing will be evaluated and weighted at 20%. Evaluation will also be based on prior experience of Barbour County Schools with the respondent, technical capability and quality of work performed in other networks, qualification of personnel, and environmental factors (20%). Additionally, the evaluation will be based on the ability of the 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 Barbour 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.
- Barbour County Schools requires the network to be configured with one Network Operations Center (NOC). This location will be Barbour County Board of Education building at 45 School Street, Philippi, WV 26416 which is currently a NOC.

CIRCUIT SPECIFICATIONS

- One 350 Mb/s, 400 Mb/s, 450 Mb/s, 500 Mb/s, 600 Mb/s, 700 Mb/s, 800 Mb/s, 900 Mb/s, 1 Gb/s, 2 Gb/s, 3 Gb/s, 4 Gb/s, 5 Gb/s, 6 Gb/s, 7 Gb/s, 8 Gb/s, 9 Gb/s, 10 Gb/s, (including a range between to meet the needs of the county. i.e.: 225, 250, 275, etc. for each speed listed above) data transmission connection(s), scalable to 10 Gbps, from the Barbour County Board of Education to the north statewide K12 network Point of Presence (POP) currently located at Northern POP, currently located at WVNET in Morgantown, WV. Please provide separate pricing for all options in a variety of speeds to allow for growth and increase.
- If the vendor provides a hub in their network, each circuit shall also have an appearance at the Barbour County Board of Education designated location at a quoted bandwidth.
- The vendor may place their hub at the Barbour County Board of Education (designated location) utilizing their own core switch and 350 Mbps, minimum, will be provided to the Barbour County Board of Education site.
- Provide separate pricing for data transmission options, scalable to 10 Gbps, for other location in ranges of 10 Mb/s, 20 Mb/s, 25 Mb/s, 50 Mb/s, 60 Mb/s, 70 Mb/s, 75 Mb/s, 100 Mb/s, 200 Mb/s, 300 Mb/s, 400 Mb/s, 500 Mb/s, 600 Mb/s, 700 Mb/s, 800 Mb/s, 900 Mb/s, 1 Gb/s up to 2 Gb/s, including additional ranges of the like within those speeds (200, 225, 250, 275, etc. for each speed listed above) offered by the provider in ranges up to 1 Gb/s connection from all schools/entities listed below to the Barbour County Board of Education or a hub to allow for growth and increase. (see list below)
- Barbour 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.

**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	Minimum Speed (in Mbps)	Price Quoted
Barbour County Schools Office	45 School Street, Philippi, WV 26416	20 (Shared with Transportation Office)	
Belington Elementary School	471 Morgantown Pike, Belington, WV 26250	Shared with Belington Middle	
Belington Middle School	469 Morgantown Pike, Belington, WV 26250	70	
Volga Century Elementary School	7004 Buckhannon Road, Volga, WV 26238	10	
Kasson Elem. Middle School	19 Kasson Road, Moatsville, WV 26405	30	
Philip Barbour High School	99 Horseshoe Dr., Philippi, WV 26416	100	
Philippi Elementary School	547 Cherry Hill Road, Philippi, WV 26416	Shared with Philippi Middle	
Philippi Middle School	611 Cherry Hill Road, Philippi, WV 26416	75	
Junior Elementary School	415 1 st Street, Junior, WV 26275	20	
Mount Vernon Elementary School	27 Stillhouse Run Road, Flemington, WV 26347	10	
Barbour Co Schools Transportation Facility	330 Chestnut Street, Philippi, WV 26416	Shared from Central Office	
(NOC/Hub) Connection to North State K-12 Network Point of Presence	837 Chestnut Ridge Road, Morgantown, WV 26505	350	

Optional Price Lists:

These price lists permit the schools options for growth during the term of the contract.

Speed	Price
10 Mbps	
20 Mbps	
25 Mbps	
50 Mbps	
60 Mbps	
70 Mbps	
75 Mbps	
100 Mbps	
150 Mbps	
200 Mbps	
250 Mbps	
300 Mbps	
350 Mbps	
400 Mbps	
450 Mbps	
500 Mbps	
550 Mbps	
600 Mbps	
650 Mbps	
700 Mbps	
750 Mbps	
800 Mbps	
850 Mbps	
900 Mbps	
950 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: _____

Revised 07-12