

## 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.

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### ***INSTRUCTIONS TO BIDDERS***

1. Bids are to be received in the form of sealed bids.
2. Bids will be publicly opened at the Mingo Board Office March 5, 2015 at 10:00AM.
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 pecuniary 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 [Patrick Billips, Paula Hinkle-Brown, and Beth Daniels] and are certifying that they have no conflict of interest with any of the participating vendors. This requirement is applicable to all transaction types.

<b>Name</b>	<b>Title</b>	<b>Signature</b>	<b>Date</b>
Patrick Billips	Technology Coordinator		
Beth Daniels	Treasurer		
Paula Hinkle-Brown	Assistant Superintendent		

## ***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

Mingo 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 Enter contact name here at [pbillips@k12.wv.us](mailto:pbillips@k12.wv.us) .

- The vendor must quote a turn-key solution that will be installed, tested, fully operational, and accepted by Mingo 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 Mingo 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 Mingo County Schools use only.
- Vendors must include a copy of their service agreement with their proposal.
- The vendor’s proposal price shall be for three years base, with up to two 1 year signed renewals (total five years) with a signed Agreement Addendum (See Attachment A below.) and 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 (30%).
  - The total cost for the first year will be evaluated and weighted at (30%).
  - Evaluation will also be based on prior experience of Mingo 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 Mingo 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 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) fiber connection from the Mingo County Board of Education to the Southern POP, currently located in Building 6 in Charleston, WV. Statewide K12 network Point of Presence (POP) currently located at Southern POP, currently located in Building 6 in Charleston, WV. Please provide separate pricing for all options in a variety of speeds to allow for growth and increase.
- The vendor may place their hub at the Mingo County Board of Education (designated location) utilizing their own core switch and one (1) Gb/s is provided to the Mingo County Board of Education (designated location).
- Provide separate pricing for Ethernet options for other location in ranges of 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 Mingo County Board of Education or a hub to allow for growth and increase. (see list below)
- Mingo 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 (Mbps)	Price Quoted
Burch Middle	275 Bulldog Blvd. Delbarton, WV 25670	100	
Burch PK-6	91 Rush F Farley Delbarton, WV 25670	100	
Dingess Elementary	2716 Messenger BR Dingess, WV 25671	100	
Gilbert Elementary	21 Middle School Drive Gilbert, WV 25621	100	
Gilbert Middle	1 Lion Country Way Gilbert, WV 25621	100	
Kermit Area (PK-8)	1127 US 52 Kermit, WV 25674	100	
Lenore K-8	1 Ranger Ave Lenore, WV 25676	100	
Matewan PK-8	104 Chambers Street Matewan, WV 25678	100	
Mingo Central Comprehensive High	1000 King Coal Highway Delbarton, WV 25670	250	
Mingo Extended Learning Center	165 Bulldog Blvd Delbarton, WV 25670	20	
Mingo County Schools	110 Cinderella Road Williamson, WV 25661	100	
Tug Valley High	5 Panther Blvd Naugatuck, WV 25658	150	
Williamson PK-8	612 Parkway Drive Williamson, WV 25661	100	
WAN Link to South POP	Building 6, 1900 Kanawha Blvd. East, Charleston, WV 25305	1000	

**Optional Price Lists:**

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

<b>Speed</b>	<b>Price</b>
<b>20 Mbps</b>	
<b>25 Mbps</b>	
<b>50 Mbps</b>	
<b>60 Mbps</b>	
<b>70 Mbps</b>	
<b>75 Mbps</b>	
<b>100 Mbps</b>	
<b>150 Mbps</b>	
<b>200 Mbps</b>	
<b>250 Mbps</b>	
<b>300 Mbps</b>	
<b>350 Mbps</b>	
<b>400 Mbps</b>	
<b>450 Mbps</b>	
<b>500 Mbps</b>	
<b>550 Mbps</b>	
<b>600 Mbps</b>	
<b>650 Mbps</b>	
<b>700 Mbps</b>	
<b>750 Mbps</b>	
<b>800 Mbps</b>	
<b>850 Mbps</b>	
<b>900 Mbps</b>	
<b>950 Mbps</b>	
<b>1 Gbps</b>	
<b>2 Gbps</b>	
<b>3 Gbps</b>	
<b>4 Gbps</b>	
<b>5 Gbps</b>	
<b>6 Gbps</b>	
<b>7 Gbps</b>	
<b>8 Gbps</b>	
<b>9 Gbps</b>	
<b>10 Gbps</b>	

**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: \_\_\_\_\_