



**State of West Virginia  
Agency Request for Proposals  
Info Technology**

<b>Proc Folder:</b> 1797248			<b>Reason for Modification:</b>	
<b>Doc Description:</b> Internet Web Hosting				
<b>Proc Type:</b> Agency Master Agreement				
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>	<b>Phase</b>
2025-09-29	2025-11-13 14:00	ARFP 0402 EDD2600000002	1	

<b>BID RECEIVING LOCATION</b>
PROCUREMENT OFFICER DEPARTMENT OF EDUCATION BLDG 6, RM 700 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

<b>VENDOR</b>
<b>Vendor Customer Code:</b> <b>Vendor Name :</b> <b>Address :</b> <b>Street :</b> <b>City :</b> <b>State :</b> <b>Country :</b> <b>Zip :</b> <b>Principal Contact :</b> <b>Vendor Contact Phone:</b> <b>Extension:</b>

<b>FOR INFORMATION CONTACT THE BUYER</b> Michelle L Childers (304) 558-2686 michelle.childers@k12.wv.us
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<b>Vendor Signature X</b>	<b>FEIN#</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

INVOICE TO	SHIP TO

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
1	Internet Web Hosting	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112100			

**Extended Description:**  
Internet Web Hosting and Services

Please see the full list of attached documents for this solicitation.

Online responses are prohibited. Please submit responses according to bid submission instructions.

<b>SCHEDULE OF EVENTS</b>
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<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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	Document Phase	Document Description	Page
EDD2600000002	Draft	Internet Web Hosting	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

# REQUEST FOR PROPOSAL

## West Virginia Department of Education

### ARFP EDD2600000002

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#### DEFINITIONS

**Class “B” IP**” means A range of IPv4 addresses from 128.0.0.0 to 191.255.255.255, typically used for medium-sized networks. Default subnet mask: 255.255.0.0.

“**DNS**” means Domain Name System.

“**DSL**” means Digital Subscriber Line.

“**FCC**” means Federal Communications Commission.

“**FTE**” means Full-Time Equivalent.

“**Gbps**” means Gigabits per second.

“**Gigapop**” means Gigabit Point of Presence.

“**Internet2**” means a high-performance network designed for research and education institutions, offering advanced capabilities beyond the public internet.

“**IPv4**” means Internet Protocol version 4.

“**Private 10.1 IP**” means IP addresses in the 10.0.0.0 to 10.255.255.255 range, reserved for private networks and not routable on the public internet.

“**TCP/IP**” means Transmission Control Protocol/Internet Protocol.

“**USAC**” means Universal Service Administrative Company.

# REQUEST FOR PROPOSAL

West Virginia Department of Education  
ARFP EDD2600000002

## SECTION ONE: GENERAL INFORMATION

- 1.1** Purpose: The West Virginia Department of Education, Purchasing Section (Purchasing Section) is soliciting a Request for Proposals (RFP) on behalf of the West Virginia Department of Education (WVDE), which may hereinafter be referred to as the WVDE or Agency, to obtain responses from qualified firms capable of supplying internet access services, web hosting, and domain name services. In addition, to the WVDE, this contract may be used by Educational Cooperative Services (ESCs), Local Educational Agencies (LEAs), colleges, and universities.
- 1.2** The RFP is a procurement method for commodities and services in situations where price is not the sole determining factor and the award will be based on a combination of cost and technical factors. This is referred to as a Best Value procurement. Through their proposal, the Vendor offers a solution to the objectives, problems, or need specified in the RFP, and defines how it intends to meet (or exceed) the RFP requirements.

By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms and conditions, qualifications, technical and mandatory specifications contained in this RFP.

### NOTE:

**The Purchasing Section Director reserves the right to waive minor irregularities or deviations in the Vendor's submitted proposal or specifications.**

**Our preference is that the Vendor's proposal response adheres to the exact numbering as listed in Attachment A.**

**Submitted proposals are to be the Vendor's "best and final offer".**

**If there are costs associated with any specification, the Vendor must identify them in the cost proposal only and not in the written technical proposal. Inclusion of cost information in the technical proposal will result in disqualification of the Vendor's proposal from further consideration.**

**REQUEST FOR PROPOSAL**  
West Virginia Department of Education  
ARFP EDD2600000002

**SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

Instructions begin on the next page.

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS  
(Agency Delegated Procurements Only)**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**2A. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Purchasing Section.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are responsible for knowing all matters discussed at the pre-bid (i.e. for the information discussed before their arrival

Revised 02/10/2025

at the pre-bid meeting).

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**3. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Agency contact. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: Close of Business on October 20, 2025  
Submit Questions to: Michelle Childers, Coordinator  
Email: Michelle.Childers@k12.wv.us

**4. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

#### **4A. BID SUBMISSION**

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected at the discretion of the Agency.

SEALED BID: Internet Access & Web Hosting  
BUYER: Michelle Childers, Coordinator  
SOLICITATION NO.: ARFP EDD2600000002  
BID OPENING DATE: November 13, 2025  
BID OPENING TIME: 2:00 PM ET  
FAX NUMBER: N/A

**5. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may, at the discretion of the Agency, result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**6. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**7. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a vendor's bid.

This Solicitation is based upon a standardized commodity established by the WVBE. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**8. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**9. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable. Other registrations, including but not limited to business registration requirements of the West Virginia Secretary of State, West Virginia Tax Department, and any other state or local entities, will also be required prior to receiving a contract/purchase order. Lengthy delays in completing these registrations may result in disqualification from the bidding process.

**10. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**11. WAIVER OF MINOR IRREGULARITIES:** The Purchasing Section Director reserves the right to waive minor irregularities in bids or specifications.

**12. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in *wvOASIS* can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

**13. NON-RESPONSIBLE:** The Purchasing Section Director reserves the right to reject the bid of any vendor as Non-Responsible when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.

**14. ACCEPTANCE/REJECTION:** The Agency may accept or reject any bid in whole, or in part.

**15. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., 5G-1-1 et seq. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Section constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Section will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**16. WITH THE BID REQUIREMENTS:** In instances where the specifications require documentation or other information with the bid response, and a vendor fails to provide it with the bid, the Purchasing Section Director reserves the right to request those items after the bid opening and prior to award pursuant to the authority to waive minor irregularities in bids or specifications. This authority does not apply to instances where state law mandates receipt with the bid.

**REQUEST FOR PROPOSAL**  
West Virginia Department of Education  
ARFP EDD2600000002

**SECTION THREE: GENERAL TERMS AND CONDITIONS**

Terms and conditions begin on the next page.

**GENERAL TERMS AND CONDITIONS:  
(Agency Delegated Procurements Only)**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency"** means the West Virginia State Board of Education (WVBE) or its entities: the West Virginia Department of Education (WVDE), the West Virginia Schools of Diversion and Transition, and the West Virginia Schools for the Deaf and the Blind as identified in the Solicitation seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendor's submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Education, Purchasing Section.

**2.5. "Purchasing Section"** means the West Virginia Department of Education, Purchasing Section.

**2.6. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.7. "Award Document"** means the document signed by the Agency that identifies the Vendor as the contract holder.

**2.8. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services.

**2.9. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.10. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on July 1, 2026 and the initial contract term extends until June 30, 2027.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to seven (7) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Section.

**6. EMERGENCY PURCHASES:** The Purchasing Section Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Section Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Agency by the Vendor as specified below.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \$1,000,000.00 per occurrence.

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

**11. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**12. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**13. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

**14. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**15. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on the date for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**18. CANCELLATION:** The State reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**19. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**20. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**20A. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**21. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

**22. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**23. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

**24. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provisions of this Contract, or to exercise any option, right, or remedy herein contained,

shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**25. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Section such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon and parties lacking explicit authority to bind this contract may not alter this award.

**26. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

**27. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**28. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**29. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**30. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Section constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The

Purchasing Section will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**31. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1. e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State’s Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Section Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

**32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**33. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

**34. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers’ Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**35. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**36. NO DEBT CERTIFICATION:** The State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the Agency, Vendor is affirming that (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**37. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**38. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Section with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Section may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Section via email at [JoAnn.Adkins@k12.wv.us](mailto:JoAnn.Adkins@k12.wv.us).

**39. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**40. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. “State Contract Project” means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. “Steel Products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**41. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the

item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**42. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**43. VOID CONTRACT CLAUSES:** This contract is subject to the provisions of West Virginia Code §5A-3-62, which automatically voids certain contract clauses that violate State law.

**DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.**

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone Number) / (Fax Number)

\_\_\_\_\_  
(E-mail address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code §5A-3-62, which automatically voids certain contract clauses that violate State law.

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Phone Number) (Fax Number)

## ADDENDUM ACKNOWLEDGEMENT FORM

### SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:  
*(Check the box next to each addendum received)*

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

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Company

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Authorized Signature

---

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

# REQUEST FOR PROPOSAL

## West Virginia Department of Education

### ARFP EDD2600000002

#### SECTION FOUR: PROJECT SPECIFICATIONS

##### 4.1 Location:

The Agency is located in the State Capitol Complex, Building 6, at 1900 Kanawha Blvd. East, Charleston, WV 25305-0330. The services will be provided to the Agency for use statewide at two points of presence (POP); (North and South). Additionally, LEAs will be able to purchase web hosting, listserv access, and domain name services.

**POP North:** 837 Chestnut Ridge Road, Morgantown, WV 26505

**POP South:** 1900 Kanawha Blvd. East, Building 6, Charleston, WV 25305

##### 4.2 Background and Current Operating Environment:

There are three levels in the West Virginia public education system: the individual school, the County Board of Education (LEA) and the State of West Virginia Department of Education (WVDE) serving the State Board of Education. Each of these levels will work closely together to ensure successful implementation. The items and services, described throughout this RFP, are to be used on a statewide basis in West Virginia schools and may be purchased by either the schools or WVDE, depending on the service type. The resulting contract will be an open-ended contract, the WVDE and other agencies shall not be obligated to procure any minimum orders throughout the term of the contract.

The WVDE implements instructional technology legislation, statewide technology initiatives, and related policies including 21st Century Tools for 21st Century Schools, the West Virginia Virtual School, Policy 2460 Acceptable Use Policy, PK-12 E-mail accounts, Content Standards, Statewide Office 365, online testing, state writing assessments and other testing, and PK-12 Listservs for instructional technology. The WVDE also administers competitive grants and other partnerships such as E-Rate. Finally, the WVDE coordinates technology support resources, such as technology strategic planning, Internet resources, Internet filtering, and other infrastructure guidelines.

The Agency provides services to 55 county school districts with two state school districts (The West Virginia Schools of Diversion & Transition and The Schools for the Deaf and the Blind), as well as three Educational Services Cooperatives (ESCs). There are approximately 850+ entities, (including schools, county district offices, and other educational facilities), in the Statewide PK-12 Network. These entities connect to the Statewide PK-12 Network at the two POPs through Ethernet connections. The schools serve approximately 248,000+ students and employ approximately 38,000+ teachers and administrators.

The Office of Data Analysis and Research employs a State E-Rate Coordinator who works with schools and districts in the application for eligible E-Rate discounts. The WVDE will apply for E-Rate discounts for eligible services under the resulting contract as the billed entity on behalf of all PK-12 public schools and districts.

This RFP delineates specifications to provide systems, operations, and help desk support for internet access for all PK-12 public schools, to include managing connections to the state routers, managing and configuring communications lines to the internet and managing connections to the PK- 12 routers.

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Additionally, services for Domain Name Service (DNS) support for all PK-12 sites, web hosting for West Virginia PK-12 public schools and districts and services for West Virginia students and educators shall be included. Configurations will vary based upon the needs of the counties and schools. The selected Vendor is expected to provide stable systems that are field-proven and reliable. Purchases will be reviewed and processed through the WVDE Office of Data Management and Information Systems, adhering to statewide purchasing procedures.

Almost all public-school districts, most board offices, and non-instructional facilities now have access to fiber connectivity. Three county school systems (Boone, Tucker, and Webster) still rely on copper while some smaller non-instructional sites utilize cable modems or DSL for support but may VPN (Virtual Private Network) back into the PK-12 state network. All West Virginia schools are connected to a statewide network, which provides access to the Intranet and internet servers. The Vendor's proposed solution must be compatible with the current PK-12 state network environment, connected with a privately addressed TCP/IP statewide network. The WVDE has a Class "B" IP address range. All schools have private 10. IP addressing which is translated to public IP addresses at the two POPs through a firewall. WVDE currently utilizes IPV4 and may plan to update to IPV6 within the life of this contract.

The two POPs currently connect to the internet and are load balanced with 30 Gbps of bandwidth in the North and 40 Gbps in the South and include Gigapop connections at the provider-level to Internet 2 which has historically served approximately 250,000 unique devices. This amount will most likely dramatically increase as more schools move towards 1:1 computer to student ratios and BYOD (Bring Your Own Device) implementations and will not necessarily be load-balanced per POP location.

Physical connections to the Statewide PK-12 Wide Area Network (WAN) are made through copper for gigabit or less ethernet interfaces and fiber for all connections greater than 1 Gbps. The Statewide PK-12 Network uses Open Shortest Path First (OSPF) protocol internally. (Exhibit 1 for diagram of PK-12 Network and equipment specifications.) Multi-Protocol Label Switching (MPLS) sites are aggregated via the MPLS cloud that connects via two Ethernet and MPLS Private IP (PIP) Port Connections (one north; one south). Ethernet sites are aggregated at the district level, and each district currently connects at either the North or South POP. Connections are geographically balanced between the north and south delineations but are not load balanced by bandwidth needs.

Exhibit 2 contains a list of current service providers that presently connect at each point of presence. The listed providers may be subject to change as school districts' contracts may change due to required competitive bidding processes.

Current WAN providers, many who connect at the North and South POP, to the schools currently include, but are not limited to: Armstrong Cable Services, Comcast, Frontier West Virginia, Hardy Telecommunications, Lumos Networks of WV, Altice, Shenandoah Cable, Cebridge Telecom of WV, and Digital Connections, Inc.

Schools and districts on the PK-12 State Network in West Virginia are connected by a privately addressed TCP/IP statewide network. All schools have private 10. IP addressing which is translated to public IP addresses at the two POPs through a firewall. The network uses the private Class A range of 10.0.0.0 IP addresses. The POPs are equipped with 2 Cisco 9606 in a VSS pair and Fortigate 3701F Firewalls that route and translate the private IP addresses to our Class B 168.216.0.0 public network IP addresses.

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Currently the WVDE-owned equipment that resides at the Morgantown, North POP includes two 42 RU racks. The infrastructure is comprised of 2 Cisco 9606 in a VSS pair and Fortigate 3701F Firewalls. Peripheral devices include internet filters, packet shapers, DNS Servers, and devices for collecting Netflow. Space, power, and cooling are available.

At the Charleston South POP, WVDE-owned equipment resides in a small location inside the Capitol Complex. The infrastructure is comprised of 2 Cisco 9606 in a VSS pair and Fortigate 3701F Firewalls. Peripheral devices include internet filters, packet shapers, DNS Servers, and devices for collecting Netflow. Space, power, and cooling are available.

Presently, unlimited Domain Name Service (DNS) is provided for State Network routing purposes. Communication between the State Network and DNS provider is done through an online tracking system provided by the Vendor to ensure completion of tasks related to DNS and for problem resolution. DNS services are provided to schools, counties and the WVDE.

Webhosting for school and district websites is on fault-tolerant servers in a data center with battery backup power, at present. Servers are connected to backbone network for internet access. Service provider procures and handles all hardware, software and support components of the web-hosting service. Currently, a “What You See Is What You Get” (WYSIWYG) interface, along with a uniform, basic page template, is available, along with File Transfer Protocol (FTP) for use to edit websites with unlimited space available.

Currently, there are 871 Listservs statewide serving education with approximately 169,600+ users. These Listservs permit communications to both internal PK-12 staff, as well as some outside stakeholders.

Under the Universal Service program, West Virginia schools are eligible for 20%-90% discounts on telecommunications services, internet services and internal network infrastructure and on the maintenance of all E-Rate eligible items. The State average discount is approximately 88%. To be eligible, applicants use a competitive process for obtaining the goods and services. In addition, applicants **must** follow procedures required by the Schools and Libraries Division of the Universal Service Administrative Company, which oversees implementation of the Universal Service provisions of the Telecommunications Act of 1996.

It is anticipated that *some* of the goods or services obtained under this procurement may be eligible for the E-Rate discounts, and the WVDE, on behalf of the Schools, intends to apply for such discounts. Under the program, providers receive the full amount they contract for, however responsibility for payment for the eligible goods and services is split between the WVDE and the Universal Service fund, based on the E-Rate discount approved each year. There is also the potential that some of the services on this RFP/contract may eventually be discontinued by the state and purchases will be shifted to the counties, due to budgetary constraints. The bid pricing shall be firm for the life of the contract to both WVDE and /or local educational political subdivisions of the state. The counties should also have the ability to purchase all services available on the contract. As a result, all services must have both bulk, state level and local level pricing.

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## West Virginia Department of Education

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#### 4.3 Qualifications and Experience:

Vendors will provide in **Attachment A: Vendor Response Sheet** information regarding their firm, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, a dedicated, WV-based project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

As part of the WVDE's Statewide PK-12 network initiative, our goal is to contract with a Vendor that can provide systems, operations, and help desk support for broadband internet access for all PK-12 public schools, to include managing connections to the state routers, communications lines to the internet and to the PK-12 routers, either through the Vendor's own resources and/or through subcontractors. If using a subcontractor, the WVDE will only sign a contract with the successful Vendor that will act as the single point of contact for the WVDE and who retains responsibility for the performance of this contract and the work performed by its subcontractors.

The WVDE believes that strong project management is paramount to an initiative's success, and it should include an efficient and complete communication strategy to support WVDE with the goals and objectives within this RFP. In addition, holistic project management should allow the state to understand the scope and sequence of the project through access to clearly articulated project schedules, staffing allocations, proposed timelines and deliverables, success metrics, phasing, issue and risk management, tracking, and resolution. To develop a comprehensive project management plan to drive project success in Goals 1 through 5.

The Vendor's proposal is to consist of a detailed narrative that describes its company, including, but not limited to:

- 4.3.1 The Vendor's origin, mission, historical growth (including when the company was established), and the hours of operation of the Vendor that proposed to perform services required by this RFP.
- 4.3.2 Prior experience developing and successfully implementing statewide projects for a statewide educational agency or major metropolitan school district within the past five years. These projects should be comparable in size or larger than the proposed solution for the WVDE, its 55 Local Education Agencies and two state school systems, three ESCs and its 850+ entities, including 248,000+ student and 38,000+ staff populations. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses. Include a brief summary of each project's goal, deliverables, milestone events, etc., and the role of the Vendor in accomplishing such items.
- 4.3.3 Description and methodology of education-related projects.
- 4.3.4 Description of educational expertise, qualifications, certification, etc.
- 4.3.5 Any relevant experience that indicates the qualifications of the Vendor, and any subcontractors, in the performance of this contract.
- 4.3.6 The Vendor's proposal needs to document its knowledge related to the technical aspects of the solution and the capacity to successfully train WVDE staff according to the goals in this RFP.

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- 4.3.7 Experience of staff (list qualifications, educational background, certifications, etc.) who will be assigned to this project, including key subcontractors when applicable.
- 4.3.8 The amount of time (FTE allocated to the project) each staff is to be assigned to the project.
- 4.3.9 Experience of staff in completing similar projects. Include specifics regarding the data model, reporting, analytics, and any other key deliverables/components/aspects of the projects.
- 4.3.10 The Vendor should provide resumes for key project staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments, and any other pertinent information. The Vendor is to commit the staff identified in its proposal to perform the assigned work. Any staff substitution should have comparable experience and qualifications and must have prior approval by the WVDE.
- 4.3.11 Vendor's proposal should provide professional references that list names, addresses, telephone numbers, and/or fax numbers, and E-mail addresses of three (3) business references for which work (comparable to that required by this RFP) has been accomplished and briefly describe the type of service provided. The Vendor must grant permission to WVDE to contact the references. *Do not include current WVDE staff as references.* Contacting references will be at the discretions of the WVDE.
- 4.4 **Project Goals:** Vendor should describe its approach and methodology to providing the service or solving the problem described by meeting the goals/objectives identified below. Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches.
- 4.4.1 **Goal 1: Prime Vendor/Systems Integrator, Project and Account Management Specifications**
- 4.4.1.1 **Prime Vendor/Systems Integrator Specifications**
- The WVDE anticipates that while some Vendors may be able to bid a total solution response using resources within their own company, other Vendors responding to this RFP may build a complete response by putting together components from different Vendors. The awarded Vendor should act as the point of contact for the WVDE for products and services on any contract resulting from this RFP. The WVDE will look to the systems integrator to be the prime Vendor responsible for handling routine communication, attending meetings, resolving problems and issues, and managing the project and performance of its subcontractors. While meetings and communication among the WVDE, the Vendor, and any subcontractors will occur routinely, the WVDE expects the prime Vendor/Systems Integrator to sign the contract and be responsible for contract performance. This arrangement provides the WVDE with a single point of contact. The Vendor should provide a detailed description of the following:
- 4.4.1.1.1 A detailed description of how the Vendor will act as the prime Vendor/Systems Integrator with responsibilities for a single point of contact for the WVDE to include all activities related to any contract resulting from this RFP. Provide a



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Broadband Imperative III, estimated at 1.4 Mbps per student by 2023-24. The Vendor's response should include:

**4.4.1.2.1** A description of the project manager, including vitae, of appropriate size and qualifications for managing a project of this scope, size and complexity, who will have responsibility for performance under this contract and for communicating with the WVDE on a regular basis to ensure a thorough and effective flow of information for successful project management. Include a description of the process for ensuring the qualifications of a new, replacement project manager, including detailed information regarding the process for ensuring qualifications of project team.

**4.4.1.3** A detailed description of Vendor's experience and training with:

**4.4.1.3.1** Virtual Private Networking.

**4.4.1.3.2** Working with IP addressing, switch programming, and routers.

**4.4.1.3.3** Working with Domain Name Services and routing tables.

**4.4.1.3.4** Working with web hosting.

**4.4.1.3.5** The E-Rate program.

#### **4.4.2 Goal 2: Stable Network Infrastructure and Internet Access, Technical Support and Outage Response Services to all Public PK-12 Institutions**

**4.4.2.1** Vendors should provide proof of their ability to offer reliable, cost-effective internet connectivity to all public PK-12 schools and associated entities to meet school and state capacity goals. The Vendor should provide a detailed description of the following:

**4.4.2.1.1** How the Vendor will provide increasing levels of internet connectivity, including Internet 2, via existing (POPs). Describe how services will be carried to the Northern and Southern (POPs) in the shortest route possible with redundant circuits provided via multiple. Include a description of how the Vendor will implement exterior Border Gateway Protocol (eBGP) and static routes back to the WVDE.

**4.4.2.1.2** Identify the necessary Vendor-provided equipment, components, the necessary architecture, infrastructure, and software deliverables needed to optimize internet bandwidth services and afford the lowest-cost solution possible.

**4.4.2.1.3** Describe how the Vendor proposes to have the necessary staff for the installation and maintenance of their network responsibilities, as well as the necessary staff to assist the State in its installation and maintenance of critical network services.

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- 4.4.2.1.4 Describe the proposed Redundancy & Failover plan *at* and *between* the two POPs for network and internet access, include battery and generator power backups for Vendor-provided equipment.
- 4.4.2.1.5 Describe how the Vendor proposes to ensure frequent seamless system and software upgrades to ensure limited downtime of services.
- 4.4.2.1.6 Describe the notification process when WVDE requests bandwidth increase.
- 4.4.2.1.7 Describe in detail the process for adding web sites and DNS. Include a timeline for changes.
- 4.4.2.1.8 Describe the process including timelines for substantial technological upgrades.

#### 4.4.3 Goal 3: Web Hosting, Listservs, and Domain Name Services

- 4.4.3.1 The Vendor should provide web hosting for West Virginia PK-12 public schools and districts. To include the following: web hosting services with pricing options for both unlimited services and per-site costs. Web hosting is no longer eligible for E-Rate support. As a result, an amount for the service must be provided in the ineligible portion of the Cost Worksheet, if applicable. If this is included as a free service, you must identify the retail value in the “Total Annual Retail Value” column.

As an open-end contract, the WVDE and other agencies shall not be obligated to procure any minimum orders throughout the term of the contract. The WVDE must have the option to cancel this service at their discretion, with 30 days’ notice. The Vendor should provide, at a minimum:

- 4.4.3.1.1 A description of options schools will have available. Include any templates, as well as What You See Is What You Get (WYSIWYG) interfaces.
- 4.4.3.1.2 A description of the process by which schools/districts would request a website.
- 4.4.3.1.3 A description of the process by which schools/districts would receive technical support for issues.
- 4.4.3.2 Describe the Services for DNS support at all PK-12 sites and include the following. This service is no longer eligible for E-Rate support. As a result, an amount for the DNS support service must be provided in the ineligible portion of the Cost Worksheet, if applicable. If this is included as a free service, you **must** identify the retail value in the “Total Annual Retail Value” column. As an open-end contract, the WVDE and other agencies shall not be obligated to procure any minimum orders throughout the term of the contract. The WVDE must have the option to cancel this service at their discretion, with 30 days’ notice. Vendor should describe, at a minimum:

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- 4.4.3.2.1 Offerings for Domain Name Services, along with a description of how WVDE staff would submit requests for these services.
- 4.4.3.2.2 How the Domain Name Service naming convention of xxxxxxxx.xxxx.k12.wv.us will be maintained and provided.
- 4.4.3.2.3 The appropriate security certificates that will be applied for secure web sites hosted for WV PK-12 schools.
- 4.4.3.3 Describe the Listserv Services for all PK-12 sites and include the following: to include both unlimited services and per-site costs. This service is not eligible for E-Rate support. As a result, an amount for the Listserv service must be provided in the ineligible portion of the Cost Worksheet, if applicable. If this is included as a free service, you **must** identify the retail value in the “Total Annual Retail Value” column. As an open-end contract, the WVDE and other agencies shall not be obligated to procure any minimum orders throughout the term of the contract. The WVDE must have the option to cancel this service at their discretion, with 30 days’ notice. Vendor should describe, at a minimum:
  - 4.4.3.3.1 Describe the options and offerings that List owners will have available to include any templates and web interfaces.
  - 4.4.3.3.2 A description of the process by which schools/districts would request a Listserv.
  - 4.4.3.3.3 A description of the process by which schools/districts would receive technical support for issues.
- 4.4.4 **Goal 4: Seamless Transition, Ongoing Technical Support and Outage Response Services**
  - 4.4.4.1 The Vendor should provide a detailed description of their ability to transfer services, data and equipment at no charge to the Agency to ensure successful transition for all services in the contract by July 1, 2026. The Vendor should provide a detailed explanation that includes the following,
    - 4.4.4.1.1 Describe how internet connectivity, including Internet 2, will be provided via the existing two POPs by July 1, 2026, and remain active until final cutover.
    - 4.4.4.1.2 Describe how it will maintain the two POPs and provide low-cost internet access and interface with the State equipment for testing by June 1, 2026, for proof of concept.
    - 4.4.4.1.3 Provide transition timelines, starting immediately after the signature of the contract, that establish weekly milestones which include update meetings with the WVDE. Include a timetable for changeovers and provide the time to make a change and timelines for advanced technological changes.

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Also provide a description of how the Vendor will provide the WVDE with the ability to transition (including equipment that will be provided) within the June 1-June 30 time span and full cutover and turn up by July 1, 2026.

- 4.4.4.1.4 A description of how the proposed Vendor will maintain current levels of connectivity without disruption of service to the State if unforeseen circumstances cause delays in transition that exceed past July 1, 2026.
- 4.4.4.1.5 A description of how current DNS entries of secure web sites hosted for West Virginia PK-12 schools, servers, video-conferencing equipment, etc. will be maintained with no interruption of service or loss of accounts.
- 4.4.4.1.6 A description of the transition of hosted websites from the current Vendor to the winning Vendor and timelines for transfer.
- 4.4.4.1.7 A description of how the transition of Listservs and users will be implemented from the incumbent to the winning Vendor and timelines for transfer.
- 4.4.4.2 Vendor's proposal should describe in detail their ability to implement effective contingency plans and maintain uptime, including the following.
  - 4.4.4.2.1 Who will be responsible for each aspect of the implementation and/or applicable transfer processes and provide examples of how these staff have successfully transitioned similarly situated, large scale networks in prior projects.
  - 4.4.4.2.2 Describe how the Vendor will ensure a 99.95% up-time for all services in the RFP.
  - 4.4.4.2.3 Provide a description of the reporting process to alert WVDE to **any** outages.
  - 4.4.4.2.4 Vendor's proposal should identify the location of West Virginia based office and West Virginia based technical support staff to ensure rapid response to outages.
- 4.4.5 **Goal 5: Reporting, Invoicing, Federal E-Rate Program Requirements for Discounted Services**
  - 4.4.5.1 Vendor's proposal should describe in detail their ability to provide WVDE with utilization reports on a monthly and yearly basis to ensure capacity meets the needs of the Statewide PK-12 Network and for yearly planning purposes. The Vendor's response should include the following:
    - 4.4.5.1.1 Describe reports that would be available in both dynamic and static forms to determine connectivity issues, utilization and demand, bandwidth trending, hosted web sites, etc.

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**4.4.5.1.2** A description of documentation retention processes utilized to meet federal FCC rules in place at the time of the E-Rate application.

**4.4.5.2** The Vendor should describe, in detail, their participation in the federal E-Rate program for discounting services with support, including the following:

**4.4.5.2.1** A description of the services and staff available to assist the WVDE with E-Rate application processes to include:

**4.4.5.2.1.1** Demand estimates for eligible services (example: bandwidth demands at the highest levels during the year).

**4.4.5.2.1.2** E-Rate compliant invoicing to the applicant.

**4.4.5.2.1.3** Form 471 Application and Item 21 (bulk uploads) creation assistance.

**4.4.5.2.1.4** Program Integrity Assurance (PIA) review support.

**4.4.5.2.1.5** Audit support.

**4.4.5.2.2** A description of the E-Rate related requirements and how the Vendor meets or exceeds E-Rate requirements by providing:

**4.4.5.2.2.1** The contact information for the primary person responsible for E-Rate within the Vendor's company.

**4.4.5.2.2.2** A detailed explanation describing the process of how the vendor would notify the WVDE within twenty-four (24) hours if the Vendor/Service Provider has been subjected to the "Red Light Rule".

- The Red-Light Rule states that the FCC shall withhold action on any request for benefits made by any applicant or service provider that is delinquent in its non-tax debts owed to the FCC. USAC shall dismiss any outstanding requests for funding if a service provider (or applicant) has not paid the outstanding debt, or made otherwise satisfactory arrangements, within 30 days of being notified.
- The result of Red Light could be that all payments are stopped on all Funding Request Numbers (FRN) for that service provider (or applicant) and no invoices will be paid.

**4.4.5.2.2.3** Provide a detailed description of how, in the event of an E-Rate audit or Program Integrity Assurance (PIA) review, the Vendor will respond to all questions associated with its contracts, proposals, or processes.

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#### 4.5 Mandatory Requirements:

The following mandatory requirements must be met by the Vendor as a part of the submitted proposal. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the proposal. The terms “must”, “will”, “shall”, “minimum”, “maximum”, or “is/are required” identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the Purchasing Section.

**4.5.1 Mandatory Requirement 1 – *Prime Vendor*:** The Vendor shall function as the prime Vendor/Systems Integrator responsible for the contract and all portions thereof and must have an office within the boundaries of West Virginia. The vendor’s proposal should include a description of specifics to identify the location of West Virginia based office and technical support staff to ensure rapid response to outages. The Vendors shall act as the single point-of-contact for all requirements outlined in following specifications:

**4.5.1.1** Prime Vendor / Systems Integrator

**4.5.1.2** Stable Network Infrastructure and Internet Access, Technical Support and Outage Response Services to all Public PK-12 Institutions Communications Services

**4.5.1.3** Domain Name Services (DNS) and Web-hosting services

**4.5.1.4** Seamless Transition and Ongoing Technical Support and Outage Response Services

**4.5.1.5** Reporting, Invoicing & Federal E-Rate Requirements

**4.5.2 Mandatory Requirement 2 – *Internet Access & Network Compatibility*:** The Vendor’s proposed solution must be compatible with the current PK-12 state network environment. Approximately 850+ entities, in 55 school districts, two state school districts, and three ESCs are connected with a privately addressed TCP/IP statewide network. The WVDE has a Class “B” IP address range. All schools have private 10. IP addressing which is translated to public IP addresses at the two POPs through a firewall. WVDE currently utilizes IPV4 and plans to update to IPV6 within the life of this contract. Currently schools are connected to the public internet and Internet 2 and must maintain these connections in any future contract. Minimum 70 Gbps of internet, including Internet 2, access with ability to carry up to 200 Gbps in future upgrades for the state PK-12 network. The vendor should have a minimum of 3 years’ experience providing internet and Internet 2.

Vendor shall carry data traffic to the Northern and Southern Points of Presence (POPs), at a minimum, in the shortest route possible with diversified circuits provided via multiple Vendors as part of the cost, as well as circuits that connect the two POPs.

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The vendor must offer the ability for the WVDE to make bandwidth increases within 90 days.

- 4.5.3 Mandatory Requirement 3 – Web Hosting and DNS Services:** Services for Domain Name Service (DNS) must include support for all PK-12 sites and webhosting for West Virginia PK-12 public schools and districts for an unlimited number of subdomains.

Any costs for transferring websites from the state-contracted, current provider to the new provider must be included in costs and schools shall incur no transfer costs.

*Note: Services above and beyond basic web hosting for school districts should be billed to the school/district and shall not be the responsibility of the WVDE. This would include any content creation, web design or database-driven services provided by the Vendor. Schools using other providers separate from the existing state contract do not qualify for transfer services of existing sites.*

- 4.5.4 Mandatory Requirement 4 – Listserv Services:** Services for Listservs must include support for all PK-12 sites and list hosting for West Virginia PK-12 public schools and districts for an unlimited number of lists.

Any costs for transferring listserv data from the state-contracted, incumbent provider to the new provider must be included in costs and schools shall incur no transfer costs.

- 4.5.5 Mandatory Requirement 5 – Transition and Implementation:** The PK-12 schools that require this service must be converted by July 1, 2026. The circuits must be installed and tested by July 1, 2026, and the cutover to the customer must be completed by that date. Billing cannot begin until the existing service has been disconnected and then only in arrears. Existing service must remain active until the final cutover. If the winning Vendor is unable to secure connectivity by July 1, 2026, then they must negotiate with the incumbent to continue to provide services until such a time the cutover is functional, at the contracted rates, without additional cost to the State.

The Vendor shall assume technical responsibility for successful transition and implementation of project components and the various individual services purchased from any contract resulting from this RFP including the following:

**4.5.5.1** Internet and Internet 2 Access

**4.5.5.2** Domain Name Services (DNS) and Web-hosting services

**4.5.5.3** Listserv Services

- 4.5.6 Mandatory Requirement 6 - Points of Presence:** The Vendor shall provide internet connectivity for PK-12 public schools at the existing two POP locations in 837 Chestnut Ridge Road, Morgantown, WV 26505 for at least one year, to permit school districts who have competitively bid their data circuits to terminate at this physical address to rebid. Costs for space rental of equipment at this location will be borne by the winning vendor.

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Details of any proposed relocation should be included in response to describe the new location of the second point-of-presence, which must be maintained in north central West Virginia.

The second point-of-presence is in the Information Services and Communication Division (IS&C) facilities room at Building 6 of the State Capitol Complex at Charleston, WV. These two existing Points of Presence (POPs) will be maintained at existing locations. The cost of any additional locations proposed for added Points of Presence (POPs) will be borne by the vendor in whole.

Vendor shall supply all hardware, software, space and services necessary to provide the required internet access services through connection of existing aggregated 10Gb fiber connections or 100Gb fiber (40 Gb port channel in the South) and (30 Gb port channel in the North), at a minimum.

Vendor must rent space at the North POP for all Vendor-owned and WVDE network equipment until completion of a successful circuit transition is completed for all school districts.

Battery *and* generator power backup on Vendor-owned equipment is provided in Capitol Complex, IS&C Room, Building 6, 1900 Kanawha Boulevard, East, Charleston, WV 25305. Vendor will be responsible for ensuring battery and generator backup for the North POP and any additional POP proposed.

- 4.5.7 Mandatory Requirement 7 – *Lowest Corresponding Price:*** All pricing must meet Lowest Corresponding Price (LCP) requirements for services (refer to FCC 47 CFR § 54.500(f) (Exhibit 7) and 47 CFR § 54.511(b) (Exhibit 8)). This rule states that the lowest corresponding price is the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular school, library, or library consortium for similar services. Service providers shall offer schools and libraries services at the lowest corresponding prices throughout their geographic service areas. The “geographic service area” shall be the area in which a service provider Vendor is seeking to serve customers with any of its E-Rate services. Service providers shall not avoid the obligation to offer the lowest corresponding price to schools and libraries for interstate services by arguing that none of its non-residential customers are identically situated to a school or library or that none of its service contracts cover services identical to those sought by a school or library.

The FCC will only permit service providers to offer schools and libraries prices above prices charged to other similarly situated customers when those Vendors can show that they face demonstrably and significantly higher costs to serve the school or library seeking service. Factors that could affect the cost of service – volume, mileage from facility, and length of contract.

Similar services shall include those provided under contract. West Virginia does not have tariffed rates.

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Rule 47 CFR § 54.511(b) states that the provider of eligible services shall not charge schools, school districts, libraries, library consortia, or consortia including any of these entities a price above the Lowest Corresponding Price (LCP) for supported services, unless the FCC, with respect to interstate services or the state commission with respect to intrastate services, finds that the Lowest Corresponding Price is not compensatory.

The Vendor, regardless of the size of the company, must provide LCP for a school or library. A service provider's obligation to provide the LCP shall not be tied to a response to an FCC Form 470 or this RFP and must also be extended during billing throughout the life of this contract.

- 4.5.8 Mandatory Requirement 8 - *Record Retention (Access & Confidentiality)*:** Successful Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The successful Vendor shall maintain such records a minimum of ten (10) years, or whatever term is required by the E-Rate program during the life of the contract and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request, or within any required USAC federal deadlines, whichever is applicable.
- 4.5.9 Mandatory Requirement 9 – *Maintenance and Notification*:** The Vendor shall provide a maintenance schedule and shall agree to provide WVDE a seven (7) calendar-day notice of any maintenance related to any services purchased through a resultant contract. Upon receiving such notice, the WVDE may request to have such maintenance postponed to a later date if agreed upon by the Vendor and WVDE. The Vendor must supply the following:
- 4.5.9.1** E-mail access to the project team.
  - 4.5.9.2** Toll-free access to a WV office number.
  - 4.5.9.2** Options for scheduled conference calls.
- 4.5.10 Mandatory Requirement 10 - *E-Rate Discounted Billing*:** E-Rate – Vendor shall provide discounted billing and receive USAC reimbursement.

Throughout the life of the contract, the Vendor must comply with FCC program rules. These E-Rate guidelines can be found in much greater detail by visiting <https://www.usac.org/E-Rate/service-providers/> (Exhibit 9). Including obtaining an FCC registration number. Vendor must provide the following:

- 4.5.10.1** Billing with monthly discounted billing invoices whereby the WVDE pays their E-Rate discounted share each month, then the Vendor bills USAC for the remainder with separate billing for any service fees that may be ineligible for E-Rate, showing discounts and the capacity to carry aging accounts receivable. This will mean Vendor will have to carry accounts receivable for a period of approximately 90 days while awaiting Service Provider Invoicing (SPI) response and payment from USAC and should be able to carry \$800,000 to \$2.4

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million, on average, for the period of the discounted amounts until reimbursement is achieved.

These E-Rate guidelines can be found in much greater detail by visiting <https://www.usac.org/E-Rate/service-providers/> (Exhibit 9).

- 4.5.10.2** Vendor's price for the services provided, as shown in the Cost Proposal Appendices, shall remain fixed (or lower) and valid commencing on the opening date of the proposal through the duration of the contract and shall be invoiced along with the actual cost of applicable fees and taxes that the Vendor is obligated to pass through to the State each month. Any proposal language or exception submitted suggests variability in pricing of the nonrecurring Charges (NRC) or monthly recurring charges (MRC) over the life of the term of the Contract may disqualify bid.
- 4.5.10.3** NRC and MRC shall be invoiced in accordance with the original cost sheet. No invoice shall exceed the price contained on the Vendor's original Cost Proposal.
- 4.5.10.4** The Vendor must show the price increases and that the price exceeds the Vendor prices on the original Cost Proposal. The State shall have the right to refuse the price increase. No price increase shall be charged or billed until the Contract is amended to reflect the price increase. The State will be given full proportionate benefit from any price decrease during the term of the contract.
- 4.5.10.5** The Vendor represents and warrants that all prices for services, now or subsequently specified, are lower than or equal to the prices that the Vendor currently charges or in good faith intends to charge customers other than the WVDE for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the Contract, the Vendor shall reduce any and/or all prices charged to any customers other than the WVDE for the same or similar products or services specified herein, the Vendor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.
- 4.5.10.6** Vendor also represents and warrants that all prices set forth in the contract and all prices in addition, that the Vendor may charge under the terms of the contract, do not and will not violate any existing federal, state, municipal law or regulations concerning price discrimination and/or price fixing.
- 4.5.10.7** Vendor agrees to hold the WVDE harmless from any such pricing violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.
- 4.5.10.8** The WVDE reserves the right to deny any requested price increase. No price increases are to be billed to any WVDE and/or LEAs prior to the written amendment of the contract by the parties.

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**4.5.10.9** The WVDE will be given full proportionate benefit of any decreases for the term of the contract.

**4.5.11 Mandatory Requirement 11 – E-Rate Requirements:** Vendor shall show evidence of working within the E-Rate Program Requirements.

**4.5.11.1** Evidence they are an eligible provider under the E-Rate program, including a Service Provide Identification Number (SPIN) using the FCC Form 498 (Exhibit 3).

**4.5.11.2** Evidence that a current FCC Form 473, Service Provider Annual Certification (SPAC), is on file with USAC (Exhibit 4) and resubmit yearly to permit E-Rate reimbursements.

**4.5.11.3** Evidence that they are set up to receive Electronic Funds Transfers (EFT) from USAC for reimbursement, a requirement to complete the Service Provider Invoicing (SPI) process using FCC Form 474 (Exhibit 5).

**4.5.11.4** Evidence that they possess an FCC registration number (<https://apps.fcc.gov/coresWeb/publicHome.do>) (Exhibit 6);

**4.5.12 Mandatory Requirement 12 - Reporting:** The successful Vendor must provide reporting as described in **Goal 5, Section 4.4.5.** to meet deadlines set forth by the Federal Communications Commission, Universal Services Administrative Corporation, and WVDE.

**4.5.12.1** The vendor must provide reports and documentation per 4.4.5 including the following:

**4.5.12.1.1** Demand estimates for eligible services (example: bandwidth demands at the highest levels during the year).

**4.5.12.1.2** Form 471 Application and bulk upload creation assistance.

**4.5.12.1.3** Program Integrity Assurance (PIA) review support.

**4.5.12.1.4** Audit Support.

**4.5.12.2** The Vendor must specify the name, phone number, fax number, and e-mail address of the person responsible for E-Rate within the Vendor's company and commit to providing updates on staff changes within 7 days of that change. Provide documentation of a submitted Form 473 Service Provider Annual Certification Form (SPAC). Provide notification of any Red Light within **24 hours** of notification from USAC. In the event of an E-Rate audit or Program Integrity Assurance (PIA) review, they will respond within 3 business days to all questions associated with its contracts, proposals, or processes.

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#### **4.5.13 Mandatory Requirement 13 – *Background Checks:***

Vendor MUST ensure all staff and subcontractors entering school property be accompanied by school district personnel. In the event an employee or subcontractor enters school property for any purpose and is not accompanied by school or district personnel, said employees or subcontractor must have complete employee background checks including, but not limited to: State Crime Information Bureau (CIB) and including sex offender background checks for any staff and/or subcontractors. Any person with a background check that produces an unfavorable result will be prohibited from entering school property. If Vendor fails to prevent staff or subcontractor's staff from being on school property without a thorough and clear background check, it will be grounds for termination of contract.

#### **4.5.14 Mandatory Requirement 14 –** Winning Vendor shall ensure adherence to the requirements in the following Acts:

- The Family Educational Rights and Privacy Act (FERPA) must not be violated by any solution. Refer to <https://studentprivacy.ed.gov/ferpa> for information about FERPA.
- The Children's Online Privacy Protection Act (COPPA) must not be violated by any solution. Refer to <http://ftc.gov/coppa/> for information about COPPA.

#### **4.5.15 Mandatory Requirement 15 - *Service Level Guarantee:***

The winning vendor must agree to establish level of service guarantee (SLA) by providing service personnel fluent in conversational English and remedies for an outages and/or diminished services that are not resolved prior to the expiration of the four (4) hour MTTR (Mean Time To Repair), this shall result in a credit to the WVDE equal to four (4) days credit of service and one (1) day credit of service for each additional hour of outage and/or diminished services on the same circuit or network component.

Repeated outages and/or diminished services on the same circuit or network segment greater than four (4) occurrences per month for that network segment receive a full month credit for that contract component.

Vendor shall agree to the SLA for each service type outages including the following:

##### **4.5.15.1** Internet Access

##### **4.5.15.2** Domain Name Services (DNS) and Web-hosting services

##### **4.5.15.3** Listserv Services

#### **4.5.16 Mandatory Requirement 16 -** Vendor shall pay the incumbent vendor to continue services if cutover date exceeds July 1, 2026 to ensure no disruption of services.

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#### 4.6 Mandatory Deliverables:

- 4.6.1 Mandatory Deliverable 1 – *Prime Vendor / Systems Integrator Meetings*:** The successful Vendor must provide a dedicated, West Virginia-based project manager, attend selected meetings for this project. Notifications of dates and times will be advised in advance of meetings, and the schedule will be mutually coordinated, based on selected milestones/benchmark meetings. Additionally, subcontractors, if applicable, must be available for meetings under the same deadlines. If the project manager changes during the contract term, the new project manager must commensurate or have higher qualifications.
- 4.6.2 Mandatory Deliverable 2 - *Renewal and Pricing Negotiations*:** The federal E-Rate program requires that signed renewals must occur prior to the filing of the E-Rate application each year, usually February 1. Prior to this time, negotiations for lower pricing should occur. This process should not prohibit or discourage any price drops during that contract year but should be an opportunity to review and broker an agreement for lower pricing, based on current market standards, if a price drop has not already occurred within the past six months, with the option to cancel the contract and rebid if lowest corresponding price is not offered. This discussion should occur at least three months prior to the contract renewal to allow for State Purchasing processing. The State of West Virginia reserves the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the contract term coincide with an E-Rate “program/funding year.”
- 4.6.3 Mandatory Deliverable 3 - *Discounted billing*:** The successful Vendor must provide discounted billing to the WVDE by carrying the discounted portion until the Vendor is able to invoice USAC for said discounts. The WVDE is willing to pay their share in a monthly or quarterly arrangement based on the Vendor’s preference, but always in arrears as required by state law.

*NOTE: Upon acceptance of the awarded contract, the successful Vendor agrees to adhere to the proposed specifications in the Vendor’s proposal to meet the qualifications, specifications and mandatories in Section 4, respectively.*

- 4.7 Oral Presentations (Agency Option):** The Agency has the option of requiring oral presentations. If this option is exercised, points will be allocated as part of the written technical evaluation. The Agency may request that any function, product, or system capability included in the bidder’s proposal be demonstrated.
- 4.7.1** If scheduled, the demonstration shall take place at the West Virginia Department of Education, Building 6, 1900 Kanawha Blvd. E., Charleston, West Virginia, 25305. Bidders are responsible for setting up their demonstration and covering any related expenses. The Agency will provide a minimum of three weeks’ notice for preparation. Bidders may not select the date or time of their demonstration.

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## SECTION FIVE: VENDOR PROPOSAL

**5.1. Economy of Preparation:** Proposals should be prepared simply and economically providing a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.

**5.2. Incurring Cost:** Neither the Agency nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.

**5.3. Proposal Format:** Vendors should provide responses in the format listed below:

**5.3.1. Two-Part Submission:** Vendors must submit proposals in two distinct parts: technical and cost. Technical proposals must not contain any cost information relating to the project. Cost proposal must contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening.

**5.3.2. Title Page:** State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.

**5.3.3. Table of Contents:** Clearly identify the material by section and page number.

**5.3.4. Response Reference:** Vendor's response should clearly reference how the information provided applies to the RFP request. For example, listing the RFP number and restating the RFP request as a header in the proposal would be considered a clear reference.

**Proposal Submission:** All proposals (both technical and cost) must be submitted to the Purchasing Section **prior** to the date and time listed in Section 2, Instructions to Vendors Submitting Bids as the bid opening date and time.

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**SECTION SIX: EVALUATION AND AWARD**

- 6.1. Evaluation Process:** Proposals will be evaluated in two parts by a committee of three (3) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. The Vendor who demonstrates that it meets all of the mandatory specifications required, attains the minimum acceptable score and attains the highest overall point score of all Vendors shall be awarded the contract. All automatically generated or “robo” bids will not be considered during the bid review process.
- 6.2 Evaluation Criteria:** Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. All evaluation criteria is defined in the specifications section and based on a 100-point total score. The technical evaluation will be based upon the point allocations designated below for a total of 70 of the 100 points. E-Rate eligible costs shall represent a minimum of 18 of the 100 total points. E-Rate ineligible costs shall represent a minimum of 12 points.

**Evaluation Point Allocation:**

Qualifications and Experience	10 Points Possible
a) Project Management Expertise, Experience & Reliability	
Goals and Objectives:	
a) Prime Vendor/Systems Integrator Proposal	10 Points Possible
b) Stable Network Infrastructure and Internet Access to all Public PK-12 Institutions	16 Points Possible
o Capacity availability by July 1, 2026	
o Redundancy and failover plan	
c) Web Hosting, Listservs, and Domain Name Services	9 Points Possible
d) Seamless Transition, Technical Support and Outage Response Services availability by July 1, 2026	16 Points Possible
e) Reporting, Invoicing, Federal E-Rate Program Requirements for Discounted Services	4 Points Possible
3) Oral Presentation	5 Points Possible
<b>Total Technical Score Possible:</b>	<b>70 Points</b>
4) Costs	
a) E-Rate Eligible Costs	18 Points Possible

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- b) E-Rate Ineligible Costs (consisting of the following) 12 Points Possible
- i. Web Hosting
  - ii. Unlimited DNS services
  - iii. Listserv services

**Total Cost Score Possible:**

**30 Points**

**Total Proposal Score: 100 Points Possible**

- 6.3 Technical Bid Opening:** At the technical bid opening, the Purchasing Section will open and announce the technical proposals received prior to the bid opening deadline. Once opened, the technical proposals will be provided to the Agency evaluation committee for technical evaluation.
- 6.4 Technical Evaluation:** The Agency evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to the Purchasing Section.
- 6.5 Proposal Disqualification:**
- 6.5.1 Minimum Acceptable Score (“MAS”):** Vendors must score a minimum of 70% (49 points) of the total technical points possible to move past the technical evaluation and have their cost proposal evaluated. All Vendor proposals not attaining the MAS will be disqualified.
  - 6.5.2 Failure to Meet Mandatory Requirement:** Vendors must meet or exceed all mandatory requirements to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.
- 6.6 Cost Bid Opening:** The Purchasing Section will schedule a date and time to publicly open and announce cost proposals after technical evaluation has been completed and the Purchasing Section has approved the technical recommendation of the evaluation committee. All cost bids received will be opened. Cost bids for disqualified proposals will be opened for record keeping purposes only and will not be evaluated or considered. Once opened, the cost proposals will be provided to the Agency evaluation committee for cost evaluation.
- The Purchasing Division reserves the right to disqualify a proposal based upon deficiencies in the technical proposal even after the cost evaluation.
- 6.7 Cost Evaluation:** The Agency evaluation committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein and make a final recommendation to the Purchasing Division.

**Cost Evaluation Formula:** Each cost proposal will have points assigned using the following formula for all Vendors not disqualified during the technical evaluation. The lowest cost of all proposals is divided by the cost of the proposal being evaluated to generate a cost score percentage.

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That percentage is then multiplied by the points attributable to the cost proposal determining the number of points allocated to the cost proposal being evaluated.

**Step 1:** Lowest Cost of All Proposals / Cost of Proposal Being Evaluated = Cost Score Percentage

**Step 2:** Cost Score Percentage X Points Allocated to Cost Proposal = **Total Cost Score**

Example:

Proposal 1 Cost is \$1,000,000

Proposal 2 Cost is \$1,100,000

Points Allocated to Cost Proposal is 30

Proposal 1: Step 1 –  $\$1,000,000 / \$1,000,000 =$  Cost Score Percentage of 1 (100%)

Step 2 –  $1 \times 30 =$  Total Cost Score of 30

Proposal 2: Step 1–  $\$1,000,000 / \$1,100,000 =$  Cost Score Percentage of 0.909091 (90.9091%)

Step 2 –  $0.909091 \times 30 =$  Total Cost Score of 27.27273

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By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

\_\_\_\_\_  
Company)

\_\_\_\_\_  
(Representative Name, Title)

\_\_\_\_\_  
(Contact Phone Number)

\_\_\_\_\_  
(Date)

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## **Attachment A: Vendor Response Sheet**

Vendor must provide a detailed response addressing firm and staff qualifications, relevant experience with similar projects, references, copies of applicable staff certifications or degrees, and a proposed staffing plan. Additionally, vendor should describe past projects completed, including the project location, project manager's name and contact information, type of project, and a summary of the project's goals and objectives—along with how those goals were achieved.

All specifications and goals outlined in Section 4 must be addressed. Vendor must retain the numbering format used in Section 4 to ensure consistency and facilitate evaluation. Any website links included in the response must be accompanied by printed or electronic copies of the referenced content.

The West Virginia Department of Education (WVDE) reserves the right to deduct evaluation points for responses that are unclear, incomplete, or poorly organized. All requested documents should be submitted with the proposal unless otherwise specified as mandatory or unless submission upon request is permitted.

Vendors must provide clear evidence of their ability to meet each specification and goal outlined in this RFP. **Important: If any specification involves a cost, that cost must be included only in the Cost Proposal. Inclusion of cost information in the written technical proposal will result in disqualification from further consideration.**

\*\*\*\*\*

### **Section 4**

#### **4.3 Qualifications and Experience:**

Vendors will provide in **Attachment A: Vendor Response Sheet** information regarding their firm, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, a dedicated, WV-based project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

As part of the WVDE's Statewide PK-12 network initiative, our goal is to contract with a Vendor that can provide systems, operations, and help desk support for broadband internet access for all PK-12 public schools, to include managing connections to the state routers, communications lines to the internet and to the PK- 12 routers, either through the Vendor's own resources and/or through subcontractors. If using a subcontractor, the WVDE will only sign a contract with the successful Vendor that will act as the single point of contact for the WVDE and who retains responsibility for the performance of this contract and the work performed by its subcontractors.

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The WVDE believes that strong project management is paramount to an initiative's success, and it should include an efficient and complete communication strategy to support WVDE with the goals and objectives within this RFP. In addition, holistic project management should allow the state to understand the scope and sequence of the project through access to clearly articulated project schedules, staffing allocations, proposed timelines and deliverables, success metrics, phasing, issue and risk management, tracking, and resolution. To develop a comprehensive project management plan to drive project success in Goals 1 through 5.

The Vendor's proposal is to consist of a detailed narrative that describes its company, including, but not limited to:

- 4.3.1 The Vendor's origin, mission, historical growth (including when the company was established), and the hours of operation of the Vendor that proposed to perform services required by this RFP.
- 4.3.2 Prior experience developing and successfully implementing statewide projects for a statewide educational agency or major metropolitan school district within the past five years. These projects should be comparable in size or larger than the proposed solution for the WVDE, its 55 Local Education Agencies and two state school systems, three ESCs and its 850+ entities, including 248,000+ student and 38,000+ staff populations. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses. Include a brief summary of each project's goal, deliverables, milestone events, etc., and the role of the Vendor in accomplishing such items.
- 4.3.3 Description and methodology of education-related projects.
- 4.3.4 Description of educational expertise, qualifications, certification, etc.
- 4.3.5 Any relevant experience that indicates the qualifications of the Vendor, and any subcontractors, in the performance of this contract.
- 4.3.6 The Vendor's proposal needs to document its knowledge related to the technical aspects of the solution and the capacity to successfully train WVDE staff according to the goals in this RFP.
- 4.3.7 Experience of staff (list qualifications, educational background, certifications, etc.) who will be assigned to this project, including key subcontractors when applicable.
- 4.3.8 The amount of time (FTE allocated to the project) each staff is to be assigned to the project.
- 4.3.9 Experience of staff in completing similar projects. Include specifics regarding the data model, reporting, analytics, and any other key deliverables/components/aspects of the projects.
- 4.3.10 The Vendor should provide resumes for key project staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments, and any other pertinent information. The Vendor is to commit the staff identified in its proposal to perform the assigned work. Any staff substitution should have comparable experience and qualifications and must have prior approval by the WVDE.

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**4.3.11** Vendor's proposal should provide professional references that list names, addresses, telephone numbers, and/or fax numbers, and E-mail addresses of three (3) business references for which work (comparable to that required by this RFP) has been accomplished and briefly describe the type of service provided. The Vendor must grant permission to WVDE to contact the references. *Do not include current WVDE staff as references.* Contacting references will be at the discretions of the WVDE.

## **4.3 QUALIFICATIONS AND EXPERIENCE - VENDOR RESPONSE:**

**4.4 Project Goals:** Vendor should describe its approach and methodology to providing the service or solving the problem described by meeting the goals/objectives identified below. Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches.

### **4.4.1 Goal 1: Prime Vendor/Systems Integrator, Project and Account Management Specifications**

#### **4.4.1.1 Prime Vendor/Systems Integrator Specifications**

The WVDE anticipates that while some Vendors may be able to bid a total solution response using resources within their own company, other Vendors responding to this RFP may build a complete response by putting together components from different Vendors. The awarded Vendor should act as the point of contact for the WVDE for products and services on any contract resulting from this RFP. The WVDE will look to the systems integrator to be the prime Vendor responsible for handling routine communication, attending meetings, resolving problems and issues, and managing the project and performance of its subcontractors. While meetings and communication among the WVDE, the Vendor, and any subcontractors will occur routinely, the WVDE expects the prime Vendor/Systems Integrator to sign the contract and be responsible for contract performance. This arrangement provides the WVDE with a single point of contact. The Vendor should provide a detailed description of the following:

**4.4.1.1.1** A detailed description of how the Vendor will act as the prime Vendor/Systems Integrator with responsibilities for a single point of contact for the WVDE to include all activities related to any contract resulting from this RFP. Provide a management plan and associated steps to implement the project, including internal procedures for project implementation- that includes the following:

**4.4.1.1.1.1** The means by which the Vendor will implement a project team of adequate size and with appropriate qualifications to successfully implement the project, including detailed description of a project management plan.

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- 4.4.1.1.1.2 The time frames (beginning with contract signing as week one) for the Vendor's organization to be fully staffed and functional to support this project by July 1, 2026.
  - 4.4.1.1.1.3 Provide the name and contact information for each person who will be assigned to work with the WVDE personnel.
  - 4.4.1.1.1.4 The process for ensuring the qualifications of a new project manager, if replaced.
- 4.4.1.1.2 The Vendor should provide a detailed description, for engaging subcontractors, monitoring and ensuring acceptable subcontractor's performance which includes a detailed solution to function seamlessly if utilizing any additional assistance from outside resources. The Vendor should provide a detailed description of the following:
- 4.4.1.1.2.1 A detailed description of the process for engaging subcontractors to include: monitoring, ensuring acceptable performance, and the list of actual Subcontractor personnel assigned to the project.
  - 4.4.1.1.2.2 The process for assuming subcontractor's technical responsibility for successful implementation of project components, and the various individual technical services. The training, certification, and experience of the Subcontractor's technical personnel to be assigned to the project.
  - 4.4.1.1.2.3 Describe the process for WVDE's approval prior to engaging new subcontractors, including-how the Vendor will notify the WVDE of changes to subcontractors during the contract term.
- 4.4.1.1.3 The Vendor should provide a detailed description of how the Vendor will ensure regular and effective communications with the WVDE; including the Vendor's communication protocols and escalation structures. A description of how the Vendor will identify critical issues/problems, and how those are escalated and monitored until resolution. Please include any reports, charts, or graphs which detail the issues and/or problems and how vendor will resolve.
- 4.4.1.2 The Vendor should provide a detailed description of their ability to provide services necessary for intended growth aligned with the FCC's and State Educational Technology Directors Association's (SETDA) recommended bandwidth standards from the Broadband Imperative III, estimated at 1.4 Mbps per student by 2023-24. The Vendor's response should include:
- 4.4.1.2.1 A description of the project manager, including vitae, of appropriate size and qualifications for managing a project of this scope, size and complexity, who will have responsibility for performance under this contract and for communicating with the WVDE on a regular basis to ensure a thorough and

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effective flow of information for successful project management. Include a description of the process for ensuring the qualifications of a new, replacement project manager, including detailed information regarding the process for ensuring qualifications of project team.

**4.4.1.3** Provide a detailed description of Vendor's experience and training with:

**4.4.1.3.1** Virtual Private Networking.

**4.4.1.3.2** Working with IP addressing, switch programming, and routers.

**4.4.1.3.3** Working with Domain Name Services and routing tables.

**4.4.1.3.4** Working with web hosting.

**4.4.1.3.5** The E-Rate program.

#### **GOAL 1 - VENDOR RESPONSE:**

#### **4.4.2 Goal 2: Stable Network Infrastructure and Internet Access, Technical Support and Outage Response Services to all Public PK-12 Institutions**

**4.4.2.1** Vendors should provide proof of their ability to offer reliable, cost-effective internet connectivity to all public PK-12 schools and associated entities to meet school and state capacity goals. The Vendor should provide a detailed description of the following:

**4.4.2.1.1** How the Vendor will provide increasing levels of internet connectivity, including Internet 2, via existing (POPs). Describe how services will be carried to the Northern and Southern (POPs) in the shortest route possible with redundant circuits provided via multiple. Include a description of how the Vendor will implement exterior Border Gateway Protocol (eBGP) and static routes back to the WVDE.

**4.4.2.1.2** Identify the necessary Vendor-provided equipment, components, the necessary architecture, infrastructure, and software deliverables needed to optimize internet bandwidth services and afford the lowest-cost solution possible.

**4.4.2.1.3** Describe how the Vendor proposes to have the necessary staff for the installation and maintenance of their network responsibilities, as well as staff to assist the State in its installation and maintenance of critical network services.

**4.4.2.1.4** Describe the proposed Redundancy & Failover plan *at* and *between* the two POPs for network and internet access, include battery and generator power backups for Vendor-provided equipment.

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- 4.4.2.1.5 Describe how the Vendor proposes to ensure frequent seamless system and software upgrades to ensure limited downtime of services.
- 4.4.2.1.6 Describe the notification process when WVDE requests bandwidth increase.
- 4.4.2.1.7 Describe in detail the process for adding web sites and DNS. Include a timeline for changes.
- 4.4.2.1.8 Describe the process including timelines for substantial technological upgrades.

### **GOAL 2 - VENDOR RESPONSE:**

#### **4.4.3 Goal 3: Web Hosting, Listservs, and Domain Name Services**

- 4.4.3.1 The Vendor should provide web hosting for West Virginia PK-12 public schools and districts. To include the following: web hosting services with pricing options for both unlimited services and per-site costs. Web hosting is no longer eligible for E-Rate support. As a result, an amount for the service must be provided in the ineligible portion of the Cost Worksheet, if applicable. If this is included as a free service, you must identify the retail value in the "Total Annual Retail Value" column.

As an open-end contract, the WVDE and other agencies shall not be obligated to procure any minimum orders throughout the term of the contract. The WVDE must have the option to cancel this service at their discretion, with 30 days' notice. The Vendor should provide, at a minimum:

- 4.4.3.1.1 A description of options schools will have available. Include any templates, as well as What You See Is What You Get (WYSIWYG) interfaces.
  - 4.4.3.1.2 A description of the process by which schools/districts would request a website.
  - 4.4.3.1.3 A description of the process by which schools/districts would receive technical support for issues.
- 4.4.3.2 Describe the Services for DNS support at all PK-12 sites and include the following. This service is no longer eligible for E-Rate support. As a result, an amount for the DNS support service must be provided in the ineligible portion of the Cost Worksheet, if applicable. If this is included as a free service, you **must** identify the retail value in the "Total Annual Retail Value" column. As an open-end contract, the WVDE and other agencies shall not be obligated to procure any minimum orders throughout the term of the contract. The WVDE must have the option to cancel this service at their discretion, with 30 days' notice. Vendor should describe, at a minimum:
    - 4.4.3.2.1 Offerings for Domain Name Services, along with a description of how WVDE staff would submit requests for these services.

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- 4.4.3.2.2 How the Domain Name Service naming convention of xxxxxxxx.xxxx.k12.wv.us will be maintained and provided.
- 4.4.3.2.3 The appropriate security certificates that will be applied for secure web sites hosted for WV PK-12 schools.
- 4.4.3.3 Describe the Listserv Services for all PK-12 sites and include the following: to include both unlimited services and per-site costs. This service is not eligible for E-Rate support. As a result, an amount for the Listserv service must be provided in the ineligible portion of the Cost Worksheet, if applicable. If this is included as a free service, you **must** identify the retail value in the "Total Annual Retail Value" column. As an open-end contract, the WVDE and other agencies shall not be obligated to procure any minimum orders throughout the term of the contract. The WVDE must have the option to cancel this service at their discretion, with 30 days' notice. Vendor should describe, at a minimum:
  - 4.4.3.3.1 Describe the options and offerings that List owners will have available to include any templates and web interfaces.
  - 4.4.3.3.2 A description of the process by which schools/districts would request a Listserv.
  - 4.4.3.3.3 A description of the process by which schools/districts would receive technical support for issues.

#### **GOAL 3 - VENDOR RESPONSE:**

#### **4.4.4 Goal 4: Seamless Transition, Ongoing Technical Support and Outage Response Services**

- 4.4.4.1 The Vendor should provide a detailed description of their ability to transfer services, data and equipment at no charge to the Agency to ensure successful transition for all services in the contract by July 1, 2026. The Vendor should provide a detailed explanation that includes the following,
  - 4.4.4.1.1 Describe how internet connectivity, including Internet 2, will be provided via the existing two POPs by July 1, 2026, and remain active until final cutover.
  - 4.4.4.1.2 Describe how it will maintain the two POPs and provide low-cost internet access and interface with the State equipment for testing by June 1, 2026, for proof of concept.
  - 4.4.4.1.3 Provide transition timelines, starting immediately after the signature of the contract, that establish weekly milestones which include update meetings with the WVDE. Include a timetable for changeovers and provide the time to make a change and timelines for advanced technological changes.

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Also provide a description of how the Vendor will provide the WVDE with the ability to transition (including equipment that will be provided) within the June 1-June 30 time span and full cutover and turn up by July 1, 2026.

- 4.4.4.1.4** A description of how the proposed Vendor will maintain current levels of connectivity without disruption of service to the State if unforeseen circumstances cause delays in transition that exceed past July 1, 2026.
- 4.4.4.1.5** A description of how current DNS entries of secure web sites hosted for West Virginia PK-12 schools, servers, video-conferencing equipment, etc. will be maintained with no interruption of service or loss of accounts.
- 4.4.4.1.6** A description of the transition of hosted websites from the current Vendor to the winning Vendor and timelines for transfer.
- 4.4.4.1.7** A description of how the transition of Listservs and users will be implemented from the incumbent to the winning Vendor and timelines for transfer.
- 4.4.4.2** Vendor's proposal should describe in detail their ability to implement effective contingency plans and maintain uptime, including the following.
  - 4.4.4.2.1** Who will be responsible for each aspect of the implementation and/or applicable transfer processes and provide examples of how these staff have successfully transitioned similarly situated, large scale networks in prior projects.
  - 4.4.4.2.2** Describe how the Vendor will ensure a 99.95% up-time for all services in the RFP.
  - 4.4.4.2.3** Provide a description of the reporting process to alert WVDE to **any** outages.
  - 4.4.4.2.4** Vendor's proposal should identify the location of West Virginia based office and West Virginia based technical support staff to ensure rapid response to outages.

#### **GOAL 4 - VENDOR RESPONSE:**

#### **4.4.5 Goal 5: Reporting, Invoicing, Federal E-Rate Program Requirements for Discounted Services**

- 4.4.5.1** Vendor's proposal should describe in detail their ability to provide WVDE with utilization reports on a monthly and yearly basis to ensure capacity meets the needs of

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the Statewide PK-12 Network and for yearly planning purposes. The Vendor's response should include the following:

- 4.4.5.1.1** Describe reports that would be available in both dynamic and static forms to determine connectivity issues, utilization and demand, bandwidth trending, hosted web sites, etc.
- 4.4.5.1.2** A description of documentation retention processes utilized to meet federal FCC rules in place at the time of the E-Rate application.
- 4.4.5.2** The Vendor should describe, in detail, their participation in the federal E-Rate program for discounting services with support, including the following:
  - 4.4.5.2.1** A description of the services and staff available to assist the WVDE with E-Rate application processes to include:
    - 4.4.5.2.1.1** Demand estimates for eligible services (example: bandwidth demands at the highest levels during the year).
    - 4.4.5.2.1.2** E-Rate compliant invoicing to the applicant.
    - 4.4.5.2.1.3** Form 471 Application and Item 21 (bulk uploads) creation assistance.
    - 4.4.5.2.1.4** Program Integrity Assurance (PIA) review support.
    - 4.4.5.2.1.5** Audit support.
  - 4.4.5.2.2** A description of the E-Rate related requirements and how the Vendor meets or exceeds E-Rate requirements by providing:
    - 4.4.5.2.2.1** The contact information for the primary person responsible for E-Rate within the Vendor's company.
    - 4.4.5.2.2.2** A detailed explanation describing the process of how the vendor would notify the WVDE within twenty-four (24) hours if the Vendor/Service Provider has been subjected to the "Red Light Rule".
      - The Red-Light Rule states that the FCC shall withhold action on any request for benefits made by any applicant or service provider that is delinquent in its non-tax debts owed to the FCC. USAC shall dismiss any outstanding requests for funding if a service provider (or applicant) has not paid the outstanding debt, or made otherwise satisfactory arrangements, within 30 days of being notified.

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- The result of Red Light could be that all payments are stopped on all Funding Request Numbers (FRN) for that service provider (or applicant) and no invoices will be paid.

**4.4.5.2.2.3** Provide a detailed description of how, in the event of an E-Rate audit or Program Integrity Assurance (PIA) review, the Vendor will respond to all questions associated with its contracts, proposals, or PROCESSES.

**GOAL 5 - VENDOR RESPONSE:**

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## Attachment B: Mandatory Specification Response

Vendors are required to respond to all mandatory specifications outlined in Section 4.5 of this Request for Proposal (RFP). Each response must clearly demonstrate the vendor's ability to meet the specified requirements. All requested documentation should be submitted with the proposal for evaluation purposes unless otherwise stated. If documentation is not included, it must be provided upon request.

The West Virginia Department of Education (WVDE) reserves the right to disqualify any proposal that is unclear, incomplete, or poorly organized. To ensure consistency and facilitate evaluation, vendors must use the same numbering format as presented in Section 4.5.

**Responses must not include any cost information.** If a mandatory specification involves a cost, it must be detailed exclusively in the cost proposal. Inclusion of pricing in the written mandatory response will result in disqualification from further consideration.

### 4.4 Mandatory Requirements:

The following mandatory requirements must be met by the Vendor as a part of the submitted proposal. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the proposal. The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the Purchasing Section.

**4.5.1 Mandatory Requirement 1 – *Prime Vendor*:** The Vendor shall function as the prime Vendor/Systems Integrator responsible for the contract and all portions thereof and must have an office within the boundaries of West Virginia. The vendor's proposal should include a description of specifics to identify the location of West Virginia based office and technical support staff to ensure rapid response to outages. The Vendors shall act as the single point-of-contact for all requirements outlined in following specifications:

**4.5.1.1** Prime Vendor / Systems Integrator

**4.5.1.2** Stable Network Infrastructure and Internet Access, Technical Support and Outage Response Services to all Public PK-12 Institutions  
Communications Services

**4.5.1.3** Domain Name Services (DNS) and Web-hosting services

**4.5.1.4** Seamless Transition and Ongoing Technical Support and Outage Response Services

**4.5.1.5** Reporting, Invoicing & Federal E-Rate Requirements

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### MANDATORY REQUIREMENT 1 – VENDOR RESPONSE:

- 4.5.2 Mandatory Requirement 2 – *Internet Access & Network Compatibility*:** The Vendor’s proposed solution must be compatible with the current PK-12 state network environment. Approximately 850+ entities, in 55 school districts, two state school districts, and three ESCs are connected with a privately addressed TCP/IP statewide network. The WVDE has a Class “B” IP address range. All schools have private 10. IP addressing which is translated to public IP addresses at the two POPs through a firewall. WVDE currently utilizes IPV4 and plans to update to IPV6 within the life of this contract. Currently schools are connected to the public internet and Internet 2 and must maintain these connections in any future contract. Minimum 70 Gbps of internet, including Internet 2, access with ability to carry up to 200 Gbps in future upgrades for the state PK-12 network. The vendor should have a minimum of 3 years’ experience providing internet and Internet 2.

Vendor shall carry data traffic to the Northern and Southern Points of Presence (POPs), at a minimum, in the shortest route possible with diversified circuits provided via multiple Vendors as part of the cost, as well as circuits that connect the two POPs.

The vendor must offer the ability for the WVDE to make bandwidth increases within 90 days.

### MANDATORY REQUIREMENT 2 – VENDOR RESPONSE:

- 4.5.3 Mandatory Requirement 3 – *Web Hosting and DNS Services*:** Services for Domain Name Service (DNS) must include support for all PK-12 sites and webhosting for West Virginia PK-12 public schools and districts for an unlimited number of subdomains.

Any costs for transferring websites from the state-contracted, current provider to the new provider must be included in costs and schools shall incur no transfer costs.

*Note: Services above and beyond basic web hosting for school districts should be billed to the school/district and shall not be the responsibility of the WVDE. This would include any content creation, web design or database-driven services provided by the Vendor. Schools using other providers separate from the existing state contract do not qualify for transfer services of existing sites.*

### MANDATORY REQUIREMENT 3 – VENDOR RESPONSE:

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- 4.5.4 Mandatory Requirement 4 – Listserv Services:** Services for Listservs must include support for all PK-12 sites and list hosting for West Virginia PK-12 public schools and districts for an unlimited number of lists.

Any costs for transferring listserv data from the state-contracted, incumbent provider to the new provider must be included in costs and schools shall incur no transfer costs.

#### MANDATORY REQUIREMENT 4 – VENDOR RESPONSE:

- 4.5.5 Mandatory Requirement 5 – Transition and Implementation:** The PK-12 schools that require this service must be converted by July 1, 2026. The circuits must be installed and tested by July 1, 2026, and the cutover to the customer must be completed by that date. Billing cannot begin until the existing service has been disconnected and then only in arrears. Existing service must remain active until the final cutover. If the winning Vendor is unable to secure connectivity by July 1, 2026, then they must negotiate with the incumbent to continue to provide services until such a time the cutover is functional, at the contracted rates, without additional cost to the State.

The Vendor shall assume technical responsibility for successful transition and implementation of project components and the various individual services purchased from any contract resulting from this RFP including the following:

- 4.5.5.1 Internet and Internet 2 Access
- 4.5.5.2 Domain Name Services (DNS) and Web-hosting services
- 4.5.5.3 Listserv Services

#### MANDATORY REQUIREMENT 5 – VENDOR RESPONSE:

- 4.5.6 Mandatory Requirement 6 - Points of Presence:** The Vendor shall provide internet connectivity for PK-12 public schools at the existing two POP locations in 837 Chestnut Ridge Road, Morgantown, WV 26505 for at least one year, to permit school districts who have competitively bid their data circuits to terminate at this physical address to rebid. Costs for space rental of equipment at this location will be borne by the winning vendor. Details of any proposed relocation should be included in response to describe the new location of the second point-of-presence, which must be maintained in north central West Virginia.

The second point-of-presence is in the Information Services and Communication Division (IS&C) facilities room at Building 6 of the State Capitol Complex at Charleston, WV. These two existing Points of Presence (POPs) will be maintained at existing locations. The cost of any additional locations proposed for added Points of Presence (POPs) will be borne by the vendor in whole.

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Vendor shall supply all hardware, software, space and services necessary to provide the required internet access services through connection of existing aggregated 10Gb fiber connections or 100Gb fiber (40 Gb port channel in the South) and (30 Gb port channel in the North), at a minimum.

Vendor must rent space at the North POP for all Vendor-owned and WVDE network equipment until completion of a successful circuit transition is completed for all school districts.

Battery *and* generator power backup on Vendor-owned equipment is provided in Capitol Complex, IS&C Room, Building 6, 1900 Kanawha Boulevard, East, Charleston, WV 25305. Vendor will be responsible for ensuring battery and generator backup for the North POP and any additional POP proposed.

#### **MANDATORY REQUIREMENT 6 – VENDOR RESPONSE:**

**4.5.7 Mandatory Requirement 7 – *Lowest Corresponding Price:*** All pricing must meet Lowest Corresponding Price (LCP) requirements for services (refer to FCC 47 CFR § 54.500(f) (Exhibit 7) and 47 CFR § 54.511(b) (Exhibit 8)). This rule states that the lowest corresponding price is the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular school, library, or library consortium for similar services. Service providers shall offer schools and libraries services at the lowest corresponding prices throughout their geographic service areas. The “geographic service area” shall be the area in which a service provider Vendor is seeking to serve customers with any of its E-Rate services. Service providers shall not avoid the obligation to offer the lowest corresponding price to schools and libraries for interstate services by arguing that none of its non-residential customers are identically situated to a school or library or that none of its service contracts cover services identical to those sought by a school or library.

The FCC will only permit service providers to offer schools and libraries prices above prices charged to other similarly situated customers when those Vendors can show that they face demonstrably and significantly higher costs to serve the school or library seeking service. Factors that could affect the cost of service – volume, mileage from facility, and length of contract.

Similar services shall include those provided under contract. West Virginia does not have tariffed rates.

Rule 47 CFR § 54.511(b) states that the provider of eligible services shall not charge schools, school districts, libraries, library consortia, or consortia including any of these entities a price above the Lowest Corresponding Price (LCP) for supported services, unless the FCC, with respect to interstate services or the state commission with respect to intrastate services, finds that the Lowest Corresponding Price is not compensatory.

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The Vendor, regardless of the size of the company, must provide LCP for a school or library. A service provider's obligation to provide the LCP shall not be tied to a response to an FCC Form 470 or this RFP and must also be extended during billing throughout the life of this contract.

#### **MANDATORY REQUIREMENT 7 – VENDOR RESPONSE:**

- 4.5.8 Mandatory Requirement 8 - *Record Retention (Access & Confidentiality)*:** Successful Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The successful Vendor shall maintain such records a minimum of ten (10) years, or whatever term is required by the E-Rate program during the life of the contract and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request, or within any required USAC federal deadlines, whichever is applicable.

#### **MANDATORY REQUIREMENT 8 – VENDOR RESPONSE:**

- 4.5.9 Mandatory Requirement 9 – *Maintenance and Notification*:** The Vendor shall provide a maintenance schedule and shall agree to provide WVDE a seven (7) calendar-day notice of any maintenance related to any services purchased through a resultant contract. Upon receiving such notice, the WVDE may request to have such maintenance postponed to a later date if agreed upon by the Vendor and WVDE. The Vendor must supply the following:
- 4.5.9.1** E-mail access to the project team.
  - 4.5.9.2** Toll-free access to a WV office number.
  - 4.5.9.2** Options for scheduled conference calls.

#### **MANDATORY REQUIREMENT 9 – VENDOR RESPONSE:**

- 4.5.10 Mandatory Requirement 10 - *E-Rate Discounted Billing*:** E-Rate – Vendor shall provide discounted billing and receive USAC reimbursement.

Throughout the life of the contract, the Vendor must comply with FCC program rules. These E-Rate guidelines can be found in much greater detail by visiting <https://www.usac.org/E-Rate/service-providers/> (Exhibit 9). Including obtaining an FCC registration number. Vendor must provide the following:

- 4.5.10.1** Billing with monthly discounted billing invoices whereby the WVDE pays their E-Rate discounted share each month, then the Vendor bills USAC for the remainder with separate billing for any service fees that

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may be ineligible for E-Rate, showing discounts and the capacity to carry aging accounts receivable. This will mean Vendor will have to carry accounts receivable for a period of approximately 90 days while awaiting Service Provider Invoicing (SPI) response and payment from USAC and should be able to carry \$800,000 to \$2.4 million, on average, for the period of the discounted amounts until reimbursement is achieved.

These E-Rate guidelines can be found in much greater detail by visiting <https://www.usac.org/E-Rate/service-providers/> (Exhibit 9).

- 4.5.10.2** Vendor's price for the services provided, as shown in the Cost Proposal Appendices, shall remain fixed (or lower) and valid commencing on the opening date of the proposal through the duration of the contract and shall be invoiced along with the actual cost of applicable fees and taxes that the Vendor is obligated to pass through to the State each month. Any proposal language or exception submitted suggests variability in pricing of the nonrecurring Charges (NRC) or monthly recurring charges (MRC) over the life of the term of the Contract may disqualify bid.
- 4.5.10.3** NRC and MRC shall be invoiced in accordance with the original cost sheet. No invoice shall exceed the price contained on the Vendor's original Cost Proposal.
- 4.5.10.4** The Vendor must show the price increases and that the price exceeds the Vendor prices on the original Cost Proposal. The State shall have the right to refuse the price increase. No price increase shall be charged or billed until the Contract is amended to reflect the price increase. The State will be given full proportionate benefit from any price decrease during the term of the contract.
- 4.5.10.5** The Vendor represents and warrants that all prices for services, now or subsequently specified, are lower than or equal to the prices that the Vendor currently charges or in good faith intends to charge customers other than the WVDE for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the Contract, the Vendor shall reduce any and/or all prices charged to any customers other than the WVDE for the same or similar products or services specified herein, the Vendor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.
- 4.5.10.6** Vendor also represents and warrants that all prices set forth in the contract and all prices in addition, that the Vendor may charge under the terms of the contract, do not and will not violate any existing

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federal, state, municipal law or regulations concerning price discrimination and/or price fixing.

- 4.5.10.7 Vendor agrees to hold the WVDE harmless from any such pricing violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.
- 4.5.10.8 The WVDE reserves the right to deny any requested price increase. No price increases are to be billed to any WVDE and/or LEAs prior to the written amendment of the contract by the parties.
- 4.5.10.9 The WVDE will be given full proportionate benefit of any decreases for the term of the contract.

#### MANDATORY REQUIREMENT 10 – VENDOR RESPONSE:

**4.5.11 Mandatory Requirement 11 – E-Rate Requirements:** Vendor shall show evidence of working within the E-Rate Program Requirements.

- 4.5.11.1 Evidence they are an eligible provider under the E-Rate program, including a Service Provider Identification Number (SPIN) using the FCC Form 498 (Exhibit 3).
- 4.5.11.2 Evidence that a current FCC Form 473, Service Provider Annual Certification (SPAC), is on file with USAC (Exhibit 4) and resubmit yearly to permit E-Rate reimbursements.
- 4.5.11.3 Evidence that they are set up to receive Electronic Funds Transfers (EFT) from USAC for reimbursement, a requirement to complete the Service Provider Invoicing (SPI) process using FCC Form 474 (Exhibit 5).
- 4.5.11.4 Evidence that they possess an FCC registration number (<https://apps.fcc.gov/coresWeb/publicHome.do>) (Exhibit 6)

#### MANDATORY REQUIREMENT 11 – VENDOR RESPONSE:

**4.5.12 Mandatory Requirement 12 - Reporting:** The successful Vendor must provide reporting as described in **Goal 5, Section 4.4.5.** to meet deadlines set forth by the Federal Communications Commission, Universal Services Administrative Corporation, and WVDE.

- 4.5.12.1 The vendor must provide reports and documentation per 4.4.5 including the following:

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- 4.5.12.1.1** Demand estimates for eligible services (example: bandwidth demands at the highest levels during the year).
- 4.5.12.1.2** Form 471 Application and bulk upload creation assistance.
- 4.5.12.1.3** Program Integrity Assurance (PIA) review support.
- 4.5.12.1.4** Audit Support.

**4.5.12.2** The Vendor must specify the name, phone number, fax number, and e-mail address of the person responsible for E-Rate within the Vendor's company and commit to providing updates on staff changes within 7 days of that change. Provide documentation of a submitted Form 473 Service Provider Annual Certification Form (SPAC). Provide notification of any Red Light within **24 hours** of notification from USAC. In the event of an E-Rate audit or Program Integrity Assurance (PIA) review, they will respond within 3 business days to all questions associated with its contracts, proposals, or processes.

#### **MANDATORY REQUIREMENT 12 – VENDOR RESPONSE:**

##### **4.5.13 Mandatory Requirement 13 – *Background Checks:***

Vendor MUST ensure all staff and subcontractors entering school property be accompanied by school district personnel. In the event an employee or subcontractor enters school property for any purpose and is not accompanied by school or district personnel, said employees or subcontractor must have complete employee background checks including, but not limited to: State Crime Information Bureau (CIB) and including sex offender background checks for any staff and/or subcontractors. Any person with a background check that produces an unfavorable result will be prohibited from entering school property. If Vendor fails to prevent staff or subcontractor's staff from being on school property without a thorough and clear background check, it will be grounds for termination of contract.

#### **MANDATORY REQUIREMENT 13 – VENDOR RESPONSE:**

##### **4.5.14 Mandatory Requirement 14 –** Winning Vendor shall ensure adherence to the requirements in the following Acts:

- The Family Educational Rights and Privacy Act (FERPA) must not be violated by any solution. Refer to <https://studentprivacy.ed.gov/ferpa> for information about FERPA.

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- The Children's Online Privacy Protection Act (COPPA) must not be violated by any solution. Refer to <http://ftc.gov/coppa/> for information about COPPA.

#### **MANDATORY REQUIREMENT 14 – VENDOR RESPONSE:**

##### **4.5.15 Mandatory Requirement 15 - *Service Level Guarantee:***

The winning vendor must agree to establish level of service guarantee (SLA) by providing service personnel fluent in conversational English and remedies for an outages and/or diminished services that are not resolved prior to the expiration of the four (4) hour MTTR (Mean Time To Repair), this shall result in a credit to the WVDE equal to four (4) days credit of service and one (1) day credit of service for each additional hour of outage and/or diminished services on the same circuit or network component.

Repeated outages and/or diminished services on the same circuit or network segment greater than four (4) occurrences per month for that network segment receive a full month credit for that contract component.

Vendor shall agree to the SLA for each service type outages including the following:

**4.5.15.1** Internet Access

**4.5.15.2** Domain Name Services (DNS) and Web-hosting services

**4.5.15.3** Listserv Services

#### **MANDATORY REQUIREMENT 15 – VENDOR RESPONSE:**

- 4.5.16 Mandatory Requirement 16 -** Vendor shall pay the incumbent vendor to continue services if cutover date exceeds July 1, 2026 to ensure no disruption of services.

#### **MANDATORY REQUIREMENT 16 – VENDOR RESPONSE:**

##### **4.6 Mandatory Deliverables:**

- 4.6.1 Mandatory Deliverable 1 – *Prime Vendor / Systems Integrator Meetings:*** The successful Vendor must provide a dedicated, West Virginia-based project manager, attend selected meetings for this project. Notifications of dates and times will be advised in advance of meetings, and the schedule will be mutually coordinated, based on selected milestones/benchmark meetings. Additionally, subcontractors, if applicable, must be available for meetings under the same deadlines. If the project manager changes during the contract term, the new project manager must commensurate or have higher qualifications.

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#### **MANDATORY DELIVERABLE 1 – VENDOR RESPONSE:**

**4.6.2 Mandatory Deliverable 2 - *Renewal and Pricing Negotiations*:** The federal E-Rate program requires that signed renewals must occur prior to the filing of the E-Rate application each year, usually February 1. Prior to this time, negotiations for lower pricing should occur. This process should not prohibit or discourage any price drops during that contract year but should be an opportunity to review and broker an agreement for lower pricing, based on current market standards, if a price drop has not already occurred within the past six months, with the option to cancel the contract and rebid if lowest corresponding price is not offered. This discussion should occur at least three months prior to the contract renewal to allow for State Purchasing processing. The State of West Virginia reserves the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the contract term coincide with an E-Rate “program/funding year.”

#### **MANDATORY DELIVERABLE 2 – VENDOR RESPONSE:**

**4.6.3 Mandatory Deliverable 3 - *Discounted billing*:** The successful Vendor must provide discounted billing to the WVDE by carrying the discounted portion until the Vendor is able to invoice USAC for said discounts. The WVDE is willing to pay their share in a monthly or quarterly arrangement based on the Vendor’s preference, but always in arrears as required by state law.

*NOTE: Upon acceptance of the awarded contract, the successful Vendor agrees to adhere to the proposed specifications in the Vendor’s proposal to meet the qualifications, specifications and mandatories in Section 4, respectively.*

#### **MANDATORY DELIVERABLE 3 – VENDOR RESPONSE:**