



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
EDD308026

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**SHELLY MURRAY
 304-558-8801**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF EDUCATION
 BUILDING 6
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0330

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/24/2008				

BID OPENING DATE: **12/30/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		205-39		
<p>REQUEST FOR PROPOSAL</p> <p>THE WV PURCHASING DIVISION, FOR THE AGENCY, THE WV DEPARTMENT OF EDUCATION, IS SOLICITING PROPOSALS FROM A QUALIFIED FIRM TO PROVIDE INTERNET ACCESS, E-MAIL, WEB HOSTING, AND DOMAIN NAME SERVICES FOR WV PK-12 SCHOOLS AND DISTRICTS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WV PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFP, VIA FAX 304-558-4115, OR VIA EMAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 12/10/2008 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A PROPOSAL TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE RFP OPENING DATE AND IN ANY FORMAT.</p>						
<p>INTERNET ACCESS/E-MAIL/WEB-HOSTING AND DOMAIN NAME S</p>						
<p>EXHIBIT 3</p>						
<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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<p>ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO FOUR (4) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY</p>						

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<p>THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p>						

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Revised: 04/22/2008

REQUEST FOR PROPOSAL

West Virginia Department of Education
EDD308026

PART 1 GENERAL INFORMATION, TERMS AND CONDITIONS

1.1 Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting proposals for the West Virginia Department of Education, Office of Instructional Technology, hereinafter referred to as "Agency", to provide a one-year contract with options to renew for four years for Internet access, e-mail services, Domain Name Service registration and web hosting services for K-12 public schools and other appropriate public schools under the jurisdiction of the West Virginia Board of Education and FCC Universal Service Fund discount guidelines. This solicitation serves as notice, pursuant to West Virginia Code §5A-3-10b, of the commodity or service being sought and is to be considered the opportunity for vendors to indicate their interest in bidding on such commodity or service.

1.2 Project:

The mission or purpose of the project is 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. Additionally, services for DNS support for all PK-12 sites, web hosting for West Virginia PK-12 public schools, and POP, web and IMAP e-mail for an unlimited number of accounts on the access.k12.wv.us domain for West Virginia students and educators shall be included.

The items and services, described throughout this RFP, are to be used on a statewide basis in West Virginia schools.

1.3 RFP Format:

This RFP has four parts. "Part 1" contains general information, terms and conditions; "Part 2" describes the background and working environment of the project; "Part 3" is a statement of the specifications for the services requested pursuant to this RFP, contractual requirements, and special terms and conditions; and "Part 4" explains the required format of the Bidder's response to the RFP, the evaluation criteria the State will use in evaluating the proposals received and how the evaluation will be conducted.

1.4 Inquiries:

Additional information inquiries regarding specifications of this RFP must be submitted in writing to the State Buyer with the exception of questions regarding the proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification must be addressed to:

Shelly Murray, Senior Buyer
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130
Fax: (304) 558-4115

The vendor, or anyone on the vendor's behalf, is not permitted to make any contact whatsoever with any member of the evaluation committee. Violation may result in rejection of the bid. The State Buyer named above is the sole contact for any and all inquiries after this RFP has been released.

1.5 Vendor Registration:

Vendors participating in this process should complete and file a **Vendor Registration and Disclosure Statement** (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a proposal, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order or contract.

1.6 Oral Statements and Commitments:

Vendor must clearly 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 Request for Proposal specifications file by an official written addendum are binding.

1.7 Economy of Preparation:

Proposals should be prepared simply and economically, providing a straightforward, concise description of Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

1.8 Labeling of RFP Sections:

The sections within this RFP contain instructions governing how the Vendor's proposal is to be arranged, submitted and to identify the material to be included therein.

1.8.1 Mandatory Requirements.

Any specification or statement containing the word "must", "shall", or "will" are mandatory. Section 3 contains mandatory deliverables required upon contract execution. By signing and submitting a response to this RFP, the vendor agrees to all mandatory deliverables described herein. Section 4 describes RFP response requirements, which may be mandatory. The vendor is required to meet all mandatory requirements in order to be eligible for consideration and to continue in the evaluation process. Failure to meet or agree to mandatory items shall result in disqualification of the Vendor's proposal and the evaluation process will be terminated for that vendor. Decisions regarding compliance with any mandatory requirement shall be at the sole discretion of the State.

1.8.2 Contract Terms and Conditions:

This Request for Proposals contains all the contractual terms and conditions under which the State of West Virginia will enter into a contract.

1.8.3 Informational Sections:

All non-mandatory information specifications do not require a response from the Vendor. They are intended to aid the vendor in structuring an effective proposal capable of meeting the needs of the issuing agency.

1.9 Proposal Format and Submission:

1.9.1 Each proposal should be formatted as per the outline in Part 4 of this RFP. No other arrangement or distribution of the proposal information may be made by the bidder. Failure on the part of the bidder to respond to specific requirements detailed in the RFP may be the basis for disqualification of the proposal. The State reserves the right to waive any informality in the proposal format and minor irregularities.

1.9.2 State law requires that the original technical and cost proposal be submitted to the Purchasing Division. All proposals must be submitted to the Purchasing Division **prior** to the date and time stipulated in the RFP as the opening date. All bids will be dated and time stamped to verify official time and date of receipt.

1.9.3 Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. In accordance with West Virginia Code §5A-3-11, the Purchasing Division cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law and the administrative rules and regulations.

Vendors responding to this RFP shall submit:

One original technical and cost
plus 10 convenience copies to:

Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130

The outside of the envelope or package(s) should be clearly marked:

Buyer: Shelly Murray
Req#: EDD308026
Opening Date: 12/30/2008
Opening Time: 1:30 pm

1.9.4. Best Value Purchasing Standard Format

All Requests for Proposals should follow the standard format defined by the Purchasing Division. This format addresses required areas and enables the agency to modify the background and scope of work to meet its needs.

1.9.4.1 Evaluation Criteria: All evaluation criteria must be clearly defined in the specifications section and based on a 100 point total score. Based on a 100 point total, cost shall represent a minimum of 30 of the 100 total points in the criteria.

1.9.4.2 Proposal Format and Content: Proposals shall be requested and received in two distinct parts: Technical and Cost. The cost portion shall be sealed in a separate envelope and will not be opened initially.

1.9.4.3 Technical Bid Opening: The Purchasing Division will open only the technical proposals on the date and time specified in the Request for Proposal. The Purchasing Division representative will read aloud the names of those who responded to the solicitation. The Purchasing Division Buyer will confirm that the original packages contain a separately sealed cost proposal prior to providing the courtesy copies to the agency to begin the evaluation process.

1.9.4.4 Technical Evaluation: The pre-selected, approved evaluation committee will review the technical proposals, deduct appropriate points for deficiencies and make a final written consensus recommendation to the Purchasing Division Buyer. If the Buyer approves the committee's recommendation, the technical evaluation will be forwarded to an internal review committee within the Purchasing Division.

1.9.4.5 Cost Bid Opening: Upon approval of the technical evaluation from the internal review committee, the Purchasing Division shall schedule a time and date to publicly open and read aloud the cost proposals. The agency and the vendors shall be notified of this date.

1.9.4.6 Cost Evaluation and Resident Vendor Preference: The evaluation committee will review the cost proposals, assign appropriate points and make a final consensus recommendation to the Purchasing Division. In accordance with West Virginia Code §5A-3-37, the Purchasing Division will make the determination of the Resident Vendor Preference, if applicable. Resident Vendor Preference provides an opportunity for qualifying vendors to request at the time of bid preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. A certificate of application is used to request this preference. A West Virginia vendor may be eligible for two 2.5% preferences in the evaluation process.

1.9.4.7 Contract Approval and Award: After the cost proposals have been opened, the evaluation committee completes its review and prepares the final evaluation making its recommendation for contract award based on the highest scoring vendor. The final

evaluation is submitted to the Purchasing Division buyer. Once approved by the buyer, the final evaluation must be reviewed and approved by the Purchasing Division internal review committee. The contract is prepared and signed in the Purchasing Division, forwarded to the Attorney General's Office for approval as to form, encumbered and mailed to the appropriate parties.

1.10 Rejection of Proposals:

The State shall select the best value solution according to the evaluation criteria. However, the State reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The State reserves the right to withdraw this RFP at any time and for any reason. Submission of, or receipt by the State of proposals confers no rights upon the bidder nor obligates the State in any manner.

A contract based on this RFP and the Vendor's proposal, may or may not be awarded. Any contract resulting in an award from this RFP is not valid until properly approved and executed by the Purchasing Division and approved as to form by the Attorney General.

1.11 Incurring Costs:

The State and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFP for expenses to prepare, deliver the proposal, or to attend any mandatory prebid meeting or oral presentations.

1.12 Addenda:

If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the State to all bidders of record.

1.13 Independent Price Determination:

A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

1.14 Price Quotations:

The price(s) quoted in the bidder's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

1.15 Public Record:

1.15.1 Submissions are Public Record.

All documents submitted to the State Purchasing Division related to purchase orders or contracts are considered public records. All bids, proposals or offers submitted by bidders shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the bid opening.

1.15.2 *Written Release of Information.*

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplications fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request which ever is greater.

1.15.3 *Risk of Disclosure.*

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets, as submitted by a bidder, are exempt to public disclosure. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State does not guarantee non-disclosure of any information to the public.

1.16 **Schedule of Events:**

Release of the RFP.....	11/26/2008
Vendor's Written Questions Submission Deadline.	12/10/2008
Addendum Issued	TBD
Bid Opening Date	12/30/2008

1.17 **Mandatory Prebid Conference:** None – not required

1.18 **Purchasing Affidavit:**

West Virginia Code §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal.

1.19 **General Terms and Conditions:**

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

1.19.1 *Conflict of Interest:*

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

1.19.2 *Prohibition Against Gratuities:*

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any

other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

1.19.3 Certifications Related to Lobbying:

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

1.19.4 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 the parties to 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 RFP and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State for any purposes 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, and 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.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

1.19.5 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 laws.

1.19.6 Contract Provisions:

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. In addition, the RFP and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFP and the Vendor's proposal in response to the RFP.

1.19.7 Governing Law:

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

1.19.8 Compliance with Laws and Regulations:

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

1.19.9 Subcontracts/Joint Ventures:

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

1.19.10 Term of Contract & Renewals:

This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of four (4) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period Vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

The selected bidder shall guarantee the availability of its services at the contracted price throughout each one-year term. In the event of product upgrades or price decreases, the selected bidder will extend both to the State of West Virginia during the contract term. In no instance will the pricing on this contract increase during that one-year term.

The WVDE does not anticipate price increases being routine at the time of contract renewal. However, the WVDE understands that price increases for certain services may have to be addressed periodically. Any price increases requested by the vendor at the time of contract renewal shall not be arbitrary, and shall be documented by the vendor in a manner acceptable to the WVDE and the Purchasing Division. The WVDE shall review and approve the proposed price list for each contract renewal term.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

1.19.11 Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-

allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

1.19.12 Contract Termination:

The State may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated by the State with thirty (30) days prior notice.

1.19.13 Changes:

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identify any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

1.19.14 Invoices, Progress Payments, & Retainage:

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Payment will be made only upon approval of acceptable progress or deliverables as documented in the Vendor's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

1.19.15 Liquidated Damages:

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate described below for failure to provide deliverables, meet miles stones identified to keep the project on target, or failure to meet specified deadlines. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.

The State, at its option, for amounts due the State as liquidated damages, may deduct from any money payable to the bidder pursuant to the contract or may bill the bidder as a separate item. The State shall notify the bidder in writing of any claim for liquidated damages pursuant to this paragraph on or before the date the State deducts such sums from money payable to the bidder.

Internet Access/E-mail Service

1. If the bidder does not provide **Internet access** to the K-12 network, the bidder shall pay to the State as fixed and agreed liquidated damages for each calendar day of non-service, an amount of \$1,000.00 per day.
2. If the bidder does not provide **E-mail services** to the K-12 network, the bidder shall pay to the State as fixed and agreed liquidated damages for each calendar day of non-service, an amount of \$1,000.00 per day.

1.19.16 Record Retention (Access & Confidentiality):

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 Vendor shall maintain such records a minimum of five (5) years 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.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.

PART 2 OPERATING ENVIRONMENT

2.1 Location:

The West Virginia Department of Education is located in Building 6, 1900 Kanawha Boulevard, East, Charleston, WV 25305.

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The items and services described are to be used on a statewide basis for West Virginia schools.

2.2 **Background:**

There are four levels in the West Virginia public education system: the individual school, the County Board of Education (District or Local Education Agency or LEA), the Regional Education Service Agency (RESA), and the West Virginia Department of Education (WVDE) serving the State Board of Education. Each of these levels will work closely together to ensure a successful implementation.

The Office of Instructional Technology at the WVDE implements instructional technology legislation and statewide instructional technology initiatives and related policies including 21st Century Tools for 21st Century Schools, the West Virginia Virtual School, Policy 2460 Acceptable Use Policy, K-12 email accounts, Learning Skills and Technology Tools CSOs, and K-12 listservs for instructional technology. The Office administers competitive grants and other partnerships such as E-rate, the federal EdTech Program, SAS inSchool, and Thinkfinity. Finally, the Office coordinates instructional technology resources, such as technology strategic planning, Internet resources and lesson plan sites, Internet filtering, and other infrastructure guidelines. For more information on the WVDE and Office of Instructional Technology initiatives visit <http://wvde.state.wv.us> and <http://access.k12.wv.us>.

The Office of Instructional Technology 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.

There are approximately 930 entities (schools, county district offices, other educational facilities) in the K12 network. These entities connect to the K12 network at the two POPs through a combination of frame-relay and Ethernet connections. The schools serve approximately 282,000 students and employ approximately 25,000 professional staff. Additional reports on school enrollment by county and school can be found at <http://wveis.k12.wv.us/nclb/pub/enroll/pickone.cfm>.

The K-12 network has two Points of Presence (POPs) where Cisco 6513 routers, filtering engines, and PIX firewalls are located. These locations are:

Northern POP - 837 Chestnut Ridge Road, Morgantown, WV 26505
Southern POP - Building 6, 1900 Kanawha Boulevard, East, Charleston, WV 25305

Schools are currently connected via a statewide frame-relay and Multi-Protocol Label Switching (MPLS) network. The WVDE has a Class "B" IP address range. All schools have private 10. IP addressing which is translated to public IP address at the two POPs through a PIX firewall.

Physical connections to the K-12 Wide Area Network (WAN) are made through copper gigabit Ethernet interfaces. The K-12 network uses industry standard BGP protocol to talk to the Internet backbone and uses Cisco proprietary EIGRP protocol. (See Appendix E for diagram of K12 network and equipment specifications.)

The WVDE is currently using the Sun Java Messaging Server that supports Secure Socket Layers (SSL) and Transport Layer Security (TLS) for session encryption. It uses industry standard HTTP, HTTPS, IMAP4, POP3, SMTP, LMTP and LDAP. Full details of the current mail server are available at

http://www.sun.com/software/products/messaging_srvr/ds_messaging.pdf.

There are approximately 45,000 current e-mail accounts including student, teacher and administrator accounts. The administration of the current e-mail system provides a web-based interface for use by the school districts. Each district and school has an Internet/Email contact who has access to web-based tools for managing their school and/or county e-mail accounts through a password protected web interface. Contacts input names of persons for which new accounts are requested into the web interface. The new account list is then reviewed and approved by WVDE staff and ultimately submitted to the e-mail system and the accounts are created. When the accounts are created, the username and password is e-mailed to the school district person who initially inputted the information for each new account requested.

Unlimited Domain Name Service (DNS) is provided for WVDE routing purposes. Communication between the WVDE and DNS provider is done through an online tracking system to ensure completion of tasks related to DNS and for problem resolution.

Web hosting for school websites is currently on fault-tolerant servers in a data center with battery backup power. 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.

PART 3 PROCUREMENT SPECIFICATIONS AND DELIVERABLES

3.1 General Requirements:

This section (Part 3) gives specifications for the scope of this project. Bidder responses to this section should be clear and concise. The next section (Part 4) correlates to the specifications in Part 3 and is the section where the bidder should provide greater detail and description on specifications.

The mission or purpose of the project is to 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 K- 12 routers. Additionally, services for DNS support for all PK-12 sites; web hosting for West

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Virginia PK-12 public schools; and POP, web and IMAP e-mail for an unlimited number of accounts on the access.k12.wv.us domain for West Virginia students and educators shall be included.

The Federal Communications Commission (FCC) adopted rules on May 7, 1997, implementing section 254 of the Telecommunications Act of 1996 that provides telecommunication discounts for K-12 schools and public libraries. The rules were incorporated into the FCC's Universal Service Order (CC Docket No, 96-45). The Order ensures that all eligible schools and libraries have affordable access to modern telecommunication services, internal connection, and the Internet. This Universal Service discount program is popularly known as the "E-rate" in the school and library communities. See <http://www.sl.universalservice.org> for more information about the program.

Under the Universal Service program, West Virginia schools are eligible for 20%-90% discounts on Internet services, telecommunications services, and internal network infrastructure and on the maintenance of all E-rate eligible items. The State average discount is approximately 74%. To be eligible, Districts must have an approved technology plan and use a competitive process for obtaining the goods and services. In addition, districts 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. As required by the E-rate program, price will be the largest, but not sole, consideration in the evaluation of competitive bids.

It is anticipated that some or all 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.

The Mandatory Project Components are:

- A. Prime Vendor/Systems Integrator Responsibilities
- B. Internet Access
- C. E-mail Services
- D. Domain Name Services (DNS) and Web-hosting services
- E. E-rate services

The bidder must bid solutions to all mandatory components. The WVDE intends to award a total solution. The State reserves the right to accept or reject any or all proposals, in whole or in part.

A checklist of mandatory and desirable items has been included in Appendix C, Proposal

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Checklist, for the bidder's use in ensuring that all items have been addressed.

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

3.2 Scope of Work

3.2.A. Prime Vendor/Systems Integrator Component

Informational: The WVDE requires a Prime Vendor/Systems Integrator in response to this RFP. Bidders responding as the Systems Integrator will be required to provide responses to all mandatory project components through a turnkey offering. The bidder proposing to be the Prime Vendor must bid all project components, either through the bidder's own resources and/or using subcontractors. If the Prime Vendor uses subcontractors, the State will sign a contract only with the Prime Vendor who will act as the single point of contact for the WVDE and who will retain responsibility for the performance of its subcontractors.

The terms 'Systems Integrator,' 'Prime Vendor,' and 'Prime Bidder' are used synonymously in this RFP.

The WVDE expects a Prime Vendor/Systems Integrator to perform the types of activities detailed below. Specifications associated with these activities will be outlined in the next sections for vendor response.

- Act as the single point of contact for the WVDE for activities related to any contract resulting from this RFP.
- Establish a project team, develop and implement a project management plan, and assign a project team, of appropriate size and qualifications, 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.
- Assign and maintain a knowledgeable, qualified staff to implement all project components procured from any contract resulting from this RFP.
- Procure all products and services listed in the contract resulting from this RFP.
- Assume technical responsibility for the successful implementation of all project components procured from any contract resulting from this RFP.
- Ensure a timely and successful implementation of all project components

procured from any contract resulting from this RFP.

- Provide effective, quality technology support.

3.2.A Prime Vendor/Systems Integrator Specifications

3.2.A.1 Bidders responding to this RFP **will** be expected to fulfill the prime vendor/systems integrator responsibilities as outlined in this RFP and to provide the following mandatory project components:

- A. Prime Vendor/Systems Integrator Responsibilities
- B. Internet Access
- C. E-mail Services
- D. Domain Name Services (DNS) and Web-hosting services
- E. E-rate services

3.2.A.2 Bidder **must** act as the point of contact for the WVDE for products and services on any contract resulting from this RFP.

3.2.A.3 Bidder's organization **should** be large enough and have appropriate qualifications to successfully implement the project.

3.2.A.4 Bidder **should** provide the following information:

- Description of organization
- Organization's experience in providing the types of products and services requested in this RFP for projects of similar size and scope
- Length of time in operation
- Number of employees
- Number and location of offices
- Organization's most recent annual report

3.2.A.5 Bidder **should** have an operational presence in West Virginia.

3.2.A.6 Bidder **should** have the capacity to carry the accounts receivables associated with a project of this size and for time frames consistent with funding discounts from SLD/E-rate timelines.

3.2.A.7 Since the K12 Network is highly visible and funds to support the network are appropriated by the West Virginia Legislature, the WVDE may make requests for ad hoc reports or meetings in preparation for legislative and State Board meetings. Such tracking, reporting, and meeting functions **should** be considered a part of the cost of doing business and **should** be provided at no additional cost to the WVDE, as such reporting may impact the continuation of legislative funding for the project.

- 3.2.A.8 Bidder **should** have a project manager with appropriate qualifications for managing a project of this scope, size, and complexity.
- 3.2.A.9 If the project manager changes during the contract term, the new project manager **should** have commensurate or higher qualifications.
- 3.2.A.10 Bidder **should** have a project team of adequate size and with appropriate qualifications to successfully implement the project.
- 3.2.A.11 Selected bidder **should**, within two business days of the change, inform the WVDE about personnel changes.
- 3.2.A.12 Bidder **should**:
- i. Identify the subcontractors and their areas of responsibility
 - ii. Agree to notify the WVDE in writing of changes to subcontractors during the contract term, including documentation of the qualifications of new subcontractors
 - iii. Receive approval from the WVDE prior to engaging new subcontractors.
- 3.2.A.13 Bidder **must** assume technical responsibility for successful implementation of project components and the various individual services purchased from any contract resulting from this RFP.
- 3.2.A.14 Bidder **should** propose technical support for Internet access, email services, web hosting services and DNS services resulting from this RFP and bidder should describe these services in detail including response times.
- 3.2.A.15 Bidder **should** assign technical personnel that have the training, certification, and experience to implement this project.
- 3.2.A.16 Selected bidder **should** provide prompt notification to WVDE of problems associated with initiative.
- 3.2.A.17 Bidder **must** provide a maintenance schedule and bidder must agree to provide WVDE seven 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 the WVDE.
- 3.2.A.18 Bidder **must** propose technical support options that are available at no additional charge:
- Email access to the project team
 - Toll-free access to a WV office number
- 3.2.A.19 Bidder **should** propose a WV-specific help desk with a toll-free number for use

by county and school personnel. Personnel on the help desk should be prepared to answer questions about email account procedures, problems, security, etc.

3.2.A.20 Bidder **should** provide levels of service guarantee and remedies (SLA or SLA(s)) for outages in areas of Internet Access, e-mail service, DNS and web-hosting.

3.2.A.21 Bidder **should** have a process and assigned personnel for producing invoices that are accurate, according to WVDE and State procedures, and within guidelines and format required by the WV Purchasing Division and the State Auditor's Office.

3.2.A.22 Throughout the contract term, selected bidder **should** keep the WVDE informed of hardware and software upgrade plans.

3.2.A.23 Bidder's organization (beginning with contract start date) **should** be fully staffed and functional to support this project.

3.2.B Internet Access Specifications

Informational: Refer to Section 3.2.A. for any related prime vendor/systems integrator responsibilities associated with Internet Access specifications.

3.2.B.1 Bidder **must** provide Internet connectivity for PK-12 public schools via two access points – one at the northern K-12 router in Morgantown, WV and one at the southern K12 router in Charleston, WV.

3.2.B.2 Bidder **must** supply all hardware, software and services necessary to provide the required Internet access services through connection to existing copper 1Gbs Ethernet interfaces at each POP.

3.2.B.3 The bidder **must** propose a strategy for transition from the current technologies and software applications to the bidder's proposed technologies and software applications.

3.2.B.4 Bidder **should** provide a minimum level of Internet Access of 1 GBPS (gigabits per second) at each POP.

3.2.B.5 Bidder **should** include options for connectivity of the K12 network to Tier 1 National Commodity ISPs to allow for growth of Internet Access demand from K12 schools.

3.2.B.6 Bidder **should** provide options for purchase of incremental increases or decreases of Internet Access service. **Do not include costing information in this section. Identify all associated costs on the component cost sheets in the cost proposal.**

3.2.B.7 Bidder **should** provide a timetable for changeover and provide the minimum time that a change must be in effect before a subsequent change is permitted.

3.2.B.8 Bidder **should** provide service guarantee (SLA) and remedies for outages in Internet Access including reduced billing for interrupted service based on length of outage.

3.2.B.9 Bidder **must** provide options for reporting on usage statistics.

3.2.C E-mail Services

Informational: Refer to Section 3.2.A. for any related prime vendor/systems integrator responsibilities associated with E-mail Services specifications.

3.2.C.1 Bidder **must** provide secure encrypted connections to email services via POP, IMAP and WEB interface protocols for unlimited email accounts for WV students and educators using "access.k12.wv.us" domain.

3.2.C.2 Bidder **must** maintain current domain of e-mail accounts with no interruption of service or loss of accounts. This current domain is "access.k12.wv.us".

3.2.C.3 Bidder **must** provide a minimum of 200mbs (megabytes) mailbox sizes with minimum of 20 mbs (megabytes) file attachments permitted. Bidder **should** provide options for additional size options for mailboxes and file attachments. **Do not include costing information in this section. Identify all associated costs on the component cost sheets in the cost proposal.**

3.2.C.4 Bidder **should** provide webmail system that allows for use of folders, address book, setting of vacation messages, password resetting, mail forwarding, and syncing or interfacing with POP and IMAP e-mail clients for importing and exporting of contacts and e-mail messages.

3.2.C.5 Bidder **should** apply appropriate security certificates for e-mail service for WV PK-12 schools.

3.2.C.6 Bidder **should** manage e-mail system for virus and spam.

3.2.C.7 Bidder **must** provide a web-based system for administration of e-mail account which allows new account requests to be reviewed and approved by WVDE staff.

3.2.C.8 Bidder **must** provide options for reporting on usage statistics to include at a minimum monthly reports of the number of e-mail accounts including a breakdown of the types of accounts (student, teacher, administrator).

3.2.C.9 Bidder **should** provide levels of service guarantee (SLA) and remedies for outages in e-mail services including reduced billing charges for interrupted service based on length of outage.

3.2.C.10 Bidder **must** propose a strategy for transition from the current technologies and software applications to the bidder's proposed technologies and software applications.

3.2.D Domain Name Service (DNS) and Web-hosting service

Informational: Refer to Section 3.2.A. for any related prime vendor/systems integrator responsibilities associated with DNS and Web-hosting Services specifications.

3.2.D.1 Bidder **must** provide secure web hosting services with FTP, SFTP and WEBDAV access for WV PK-12 schools.

3.2.D.2 Bidder **should** provide Domain Name Service using naming convention of xxxxxxxx.xxxx.k12.wv.us.

3.2.D.3 Bidder **should** maintain current DNS of servers, video-conferencing equipment, etc. with no interruption of service or loss of accounts.

3.2.D.4 Bidder **should** apply appropriate security certificates for secure web sites hosted for WV PK-12 schools.

3.2.D.5 The bidder **must** propose a strategy for transition from the current technologies and software applications to the bidder's proposed technologies and software applications.

3.2.E E-rate services

Informational: Refer to Section 3.2.A. for any related prime vendor/systems integrator responsibilities associated with E-rate Services specifications.

3.2.E.1 Bidder **must** provide evidence of bidder eligibility to provide the services and receive USAC reimbursement.

3.2.E.2 Throughout the life of the contract, bidder **must** comply with FCC program rules. These guidelines can be found in much greater detail by visiting <http://www.universalservice.org/sl/providers/>.

3.2.E.3 Bidder **must** register with the FCC and obtain a FCC registration number. See <https://svartifoss2.fcc.gov/cores/CoresHome.html> for more information about this requirement.

3.2.E.4 Bidder **must** timely submit to the SLD a completed Form 473, Service Provider Annual Certification form, which provides updated contact information to the

SLD for the vendor. The vendor must also agree to provide a copy of the completed Form 473 to the WVDE. This form is available on the SLD's website at www.sl.universalservice.org in the Forms section. The WVDE will notify the vendor when the form is due to be submitted.

- 3.2.E.5 Bidder **should** agree that the WVDE's portion of the cost for contracted services is contingent upon the availability and amount of the E-rate discount to WV public schools on a year by year basis.
- 3.2.E.6 Bidder **should** agree to invoice the Schools and Libraries Division for the discount amount using the SLD approved forms and procedures.
- 3.2.E.7 Bidder **should** agree to invoice the WVDE only for the after-discount amount, or SLD's share of the contract price.
- 3.2.E.8 Bidder **should** agree that all invoices will separate ineligible E-rate services and equipment from eligible E-rate services and equipment.
- 3.2.E.9 Bidder **should** agree to assist the WVDE in resolving any administrative issues that arise from the USF program.
- 3.2.E.10 Bidder **should** agree that the contract may be canceled, at the WVDE's option, at any time if WVDE does not receive approval for discounts from the E-rate program for any year that the contract is in effect (prior to the beginning of such E-rate funding year), without incurring any early termination charges or penalties.

PART 4 PROPOSAL FORMAT AND RESPONSE REQUIREMENTS

4.1 Vendor's Proposal Format:

The information below outlines the format the bidder should follow in arranging the written technical proposal. The proposal should be formatted in the same order and provide the information listed below.

Title page - Should state the RFP Subject and number, the name of the Vendor, Vendor's business address, telephone number, name of authorized contact person to speak on behalf of the Vendor, dated and signed.

Table of Contents - Clearly identify the material by section and page number.

Responses to Section 3.2 and 4.2 - The written technical proposal should be provided in a 3-ring binder with tabs and should be organized with the component information provided under appropriate tabs. The bidder's proposal should be formatted to include

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the responses to the proposal components under separate and clearly labeled sections in the written technical proposal.

The bidder's proposal shall be submitted in hard copy.

Bidders are discouraged from submitting advertising literature, unless they contain information directly related to the proposal response and there is a specific reference in the response to the page number(s) where relevant sections are to be found. Proposals should be prepared simply and economically, providing a straightforward, concise description of the bidder's capability to satisfy the RFP requirements. Special bindings, color displays, promotional materials, etc., are not desired. Emphasis should be on completeness and clarity of content.

In preparing a response, the bidder should first restate the specification, and then include the bidder's response.

In the written technical proposal, the bidder should respond to RFP specifications with relevant discussion, thoroughly describing the means proposed to satisfy the needs identified under each component.

4.2 Response Requirements

The bidders should respond to the specifications below with sufficient detail to allow the evaluation committee to fairly evaluate and compare the bidder's response to other responses. These specifications correspond to the deliverables/specifications in Section 3.2.

4.2.A Prime Vendor/Systems Integrator Specifications

4.2.A.1 Bidder **should** describe the bidder's plans for implementing the prime vendor/systems integrator responsibilities and the single point-of-contact requirement outlined in specifications 3.2.A.1 A through E.

4.2.A.2 Bidder **should** describe its ability to act as the point of contact for products and services on any contract resulting from this RFP. Bidder **should** describe the proposed project management plan and the bidder's internal procedures for project implementation.

4.2.A.3 Bidder **should** describe the structure of its organization, the hierarchy, and the capacity of the organization to implement this project.

4.2.A.4 Bidder **should** provide a minimum of three client references for the prime vendor that include the following information:

- Contact name
- Name and address of organization
- Telephone number and e-mail address

- Description of project
- Similarity of project to WV project

- 4.2.A.5 Bidder **should** have an operational presence in West Virginia and bidder **should** describe that presence.
- 4.2.A.6 Bidder **should** provide information that demonstrates that the bidder's organization has the capacity to carry the accounts receivables associated with a project of this size and for time frames consistent with funding discounts from SLD/E-rate timelines.
- 4.2.A.7 Bidder **should** describe how the bidder would ensure regular and effective communications with the WVDE. Bidder **should** describe reporting options and give example graphs and reports including web-based on-demand reports.
- 4.2.A.8 Bidder **should** include a vita for the proposed project manager and should describe the project manager's qualifications and related experience in managing projects similar in scope, size, and complexity.
- 4.2.A.9 Bidder **should** describe the process for ensuring the qualifications of a new project manager.
- 4.2.A.10 Bidder **should** describe the number of people to be assigned to the project, their qualifications (e.g., education degrees or certificates, technology degrees or certificates, etc.), and the percentage of their time that will be dedicated to this project.
- 4.2.A.11 Bidder **should** describe the process for ensuring qualifications of project team.
- 4.2.A.12 Bidder **should** describe the process for engaging subcontractors and for monitoring and ensuring acceptable performance.
- 4.2.A.13 Bidder **should** describe the bidder's personnel and process for assuming technical responsibility for successful implementation of project components and the various individual technical services purchased from any contract resulting from this RFP.
- 4.2.A.14 Bidder **should** describe in detail the options for technical support for Internet access, email services, web hosting services and DNS services resulting from this RFP and bidder should include associated response times.
- 4.2.A.15 Bidder **should** describe the training, certification, and experience of the technical personnel to be assigned to the project and their qualifications for implementing this project. The description should include, but not necessarily be limited to, qualifications in the following areas:

RFP K-12InternetAccess

- Working with Virtual Private Networking
- Working with IP addressing, switch programming, and routers
- Working with mail servers, webmail interface programs, POP and IMAP accounts
- Working with Domain Name Services and routing tables

4.2.A.16 Bidder **should** describe the proposed plan for identifying, escalating, and resolving problems associated with the bidder's implementation of project components. This plan should include a method for reporting problems to the WVDE and ensuring WVDE concurrence with bidder's approach to resolving the problem(s).

4.2.A.17 Bidder **should** describe, in detail, scheduled maintenance schedules and timeframes.

4.2.A.18 Bidder **should** describe the e-mail access and toll free phone access that will be available for technical support.

4.2.A.19 Bidder **should** describe the bidder's proposals regarding a help desk function.

4.2.A.20 Bidder **should** describe, in detail, levels of service guarantee and remedies for outages in all the appropriate sections of the SLA or SLA(s) they are required to provide.

4.2.A.21 Bidder **should** describe Bidder's personnel and process for producing invoices that are accurate, according to WVDE and State procedures, and within guidelines and format required by the WV Purchasing Division and the State Auditor's Office.

4.2.A.22 Bidder **should** describe how technology refresh will be addressed in support of the Internet access, email services, DNS and web hosting services.

4.2.A.23 Bidder **should** detail the time frames (beginning with contract signing as week one) for the bidder's organization to be fully staffed and functional to support this project.

4.2.B Internet Access Specifications

Informational: Refer to Section 3.2.A and 4.2.A. for any related prime vendor/systems integrator responsibilities associated with Internet Access specifications.

4.2.B.1 Bidder **should** provide a description of the Internet access service and how service will interface seamlessly with the existing K-12 network equipment. (See Appendix E for diagram of K-12 network and equipment specifications.) Bidder **may** submit an alternate bid for a feasible and affordable alternative solution to providing Internet access at two POPs. All costs for this alternative

model must be shown in Cost Component Worksheets. The WVDE will not assume any new costs such as purchase of new equipment, data line transfer charges, line remapping charges, etc. to implement this alternative solution. All such costs must be assumed by the bidder.

4.2.B.2 Bidder **should** describe all hardware, software and services necessary to provide the required Internet access services through connection to existing copper 1Gbs Ethernet interfaces at each POP.

4.2.B.3 The bidder **should** describe in detail the transition strategy from current model of Internet Access Service delivery to bidder's proposed solution.

4.2.B.4 Bidder **should** describe the minimum level of Internet Access at each POP.

4.2.B.5 Bidder **should** describe the options for connectivity of the K12 network to Tier 1 National Commodity ISPs to allow for growth of Internet Access demand from K12 schools.

4.2.B.6 Bidder **should** describe options for purchase of incremental increases or decreases of Internet Access service. **Do not include costing information in this section. Identify all associated costs on the component cost sheets in the cost proposal.**

4.2.B.7 Bidder **should** include a timetable for changeover and indicate the minimum time that a change must be in effect before a subsequent change is permitted.

4.2.B.8 Bidder **should** describe, in detail, levels of service guarantee (SLA) and remedies for outages in Internet Access including reduced billing charges for interrupted service based on length of outage.

4.2.B.9 Bidder **should** describe options for reporting on usage statistics including sample charts, graphs, on-demand web based reports, etc.

4.2.C E-mail Services

Informational: Refer to Section 3.2.A and 4.2.A.. for any related prime vendor/systems integrator responsibilities associated with E-mail Services specifications.

4.2.C.1 Bidder **should** describe the hardware and software used in the proposed e-mail system and include information on maximum number of simultaneous connections.

4.2.C.2 Bidder **should** describe plan for maintaining current domain of e-mail accounts with no interruption of service.

4.2.C.3 Bidder **should** detail mailbox sizes and file attachment sizes permitted.

- 4.2.C.4 Bidder **should** describe webmail options including information on standard and custom user folders, address book, setting of vacation messages, password resetting, mail forwarding, etc. and describe availability and method of syncing or interfacing with POP and IMAP e-mail clients for importing and exporting of contacts and e-mail messages.
- 4.2.C.5 Bidder **should** describe security certificates that will be applied for e-mail service for WV PK-12 schools.
- 4.2.C.6 Bidder **should** describe how e-mail system is managed and controlled for virus and spam.
- 4.2.C.7 Bidder **should** describe functionality of web-based system of administration of e-mail accounts including screen shots of web interface.
- 4.2.C.8 Bidder **should** describe reporting options and give example graphs and reports including web-based on-demand reports.
- 4.2.C.9 Bidder **should** describe, in detail, levels of service guarantee (SLA) and remedies for outages in e-mail services including reduced billing and penalty charges for interrupted service based on length of outage.
- 4.2.C.10 The bidder **should** describe in detail the transition strategy from current model of e-mail service delivery to bidder's proposed solution.

4.2.D Domain Name Service (DNS) and Web-hosting service

Informational: Refer to Section 3.2.A and 4.2.A. for any related prime vendor/systems integrator responsibilities associated with DNS and Web-hosting Services specifications.

- 4.2.D.1 Bidder **should** describe web hosting service including hardware, software, security, backups, UPS facility, etc.
- 4.2.D.2 Bidder **should** describe how the Domain Name Service using naming convention of xxxxxxxx.xxxx.k12.wv.us will be provided.
- 4.2.D.3 Bidder **should** describe how the current DNS of servers, video-conferencing equipment, etc. will be maintained with no interruption of service or loss of accounts.
- 4.2.D.4 Bidder **should** describe the appropriate security certificates that will be applied for secure web sites hosted for WV PK-12 schools.
- 4.2.D.5 The bidder **should** describe in detail the transition strategy from current model of DNS and Web-hosting service to bidder's proposed solution.

4.2.E E-rate services

Informational: Refer to Section 3.2.A and 4.2.A. for any related prime vendor/systems integrator responsibilities associated with E-rate Services specifications.

4.2.E.1 Bidder **should** provide a Service Provider Identification Number (SPIN) with the bid proposal. If a vendor does not currently have a SPIN but would like to apply for one, the vendor must submit a completed FCC Form 498 to the E-rate program administrator, the Schools and Libraries Division of the Universal Service Administrative Company ("SLD"). The form is available on the SLD's website at: www.sl.universalservice.org in the Forms section. If the vendor is unable to obtain a SPIN before the deadline for responding to this Request, the vendor may attach its completed FCC Form 498 and proof that the form was submitted to the SLD (for example, Postal Form 3817 or a copy of the envelope bearing the postmark date of the mailing of the form; or email confirmation, etc.). Call the Schools and Libraries Division at 888-203-8100 for additional information.

4.2.E.2 Bidder **should** describe the bidder's plan to assist the state to plan for and optimize E-rate discounts. The bidder should describe the bidder's experience in dealing with the E-rate program and the plan to apply approved discounts directly to invoices, adhering to SLD guidelines and clearly showing amounts funded by sources other than WVDE, such as E-rate. Bidder should describe understanding of FCC program rules and how bidder plans to comply with program rules through the life of the contract.

4.2.E.3 Bidder **should** provide their FCC registration number.

4.2.E.4 Bidder **should** describe how the bidder will ensure timely submission to the SLD of a completed Form 473, Service Provider Annual Certification form, which provides updated contact information to the SLD for the vendor. This form is available on the SLD's website at www.sl.universalservice.org in the Forms section.

4.2.E.5 Bidder **should** describe how the bidder will ensure that the WVDE's portion of the cost for contracted services is contingent upon the availability and amount of the E-rate discount to WV public schools on a year by year basis.

4.2.E.6 Bidder **should** describe the process the bidder proposes to use to invoice the Schools and Libraries Division for the discount amount using the SLD approved forms and procedures.

4.2.E.7 Bidder **should** describe process for invoicing the WVDE only for the after-discount amount, or SLD's share of the contract price.

- 4.2.E.8 Bidder **should** describe how the bidder's invoices will separate ineligible E-rate services and equipment from eligible E-rate services and equipment.
- 4.2.E.9 Bidder **should** describe how the bidder will assist the WVDE in resolving any administrative issues that arise from the USF program.
- 4.2.E.10 Bidder **should** describe the bidder's understanding that the contract may be canceled, at the WVDE's option, at any time if WVDE does not receive approval for discounts from the E-rate program for any year that the contract is in effect (prior to the beginning of such E-rate funding year), without incurring any early termination charges or penalties.

Proposal Checklist (Appendix C) - The mandatory sections included in part 3 and 4 require a response, and they describe the minimum requirements requested in this RFP. Any specification or statement containing the word "must", "shall," or "will" are mandatory. The vendor is required to meet the intent of the mandatory specifications in order to be eligible for consideration and to continue in the evaluation process. Failure to meet mandatory items shall result in disqualification of the vendor's proposal and the evaluation process terminated for that vendor. Decisions regarding compliance with the intent of any mandatory specification shall be at the sole discretion of the State.

A checklist of mandatory and desirable items is included in Appendix C for the bidder's use in ensuring that all items have been addressed. The bidder should complete the Proposal Checklist (Appendix C) by indicating whether the bidder has met each mandatory item and each desirable item. The bidder should indicate the page number and paragraph reference in the proposal that contains the information demonstrating that the bidder has met the intent of the specification. Simply responding 'met' may not be considered an adequate response. Bidders are encouraged to reply in writing to mandatory specifications to ensure that they understand the intent of the specification.

If information is included in your response that applies to more than one question, you may either provide the information multiple times OR you may include the information in an appendix with CLEAR and ACCURATE references in the proposal to the location of the information in the appendix.

Remember that all cost information must be included in the Bidder's COST proposal and is **NOT** to be included in the written technical proposal. Inclusion of cost information in the written technical proposal may result in disqualification of the bidder's proposal from further consideration.

4.3 Evaluation Process:

4.3.1 Method of Evaluation:

The proposals will be evaluated by a committee of three (3) or more individuals in accordance with the criteria stated. The Vendor who meets all the mandatory

specifications and attains the highest point score of all vendors shall be awarded the contract. The selection of the successful vendor will be made by a consensus of the evaluation committee.

4.4 Evaluation Criteria: The following are the evaluation factors and maximum points possible for technical point scores:

A. Prime Vendor/Systems Integrator Responsibilities	20 Points Possible
B. Internet Access	18 Points Possible
C. E-mail Services	16 Points Possible
D. Domain Name Services (DNS) and Web-hosting services	8 Points Possible
E. E-rate services	8 Points Possible
F. Cost	<u>30 Points Possible</u>
Total	100 Points Possible

Each cost proposal cost will be scored by use of the following formula for all vendors who attained the Minimum acceptable score:

$$\frac{\text{Lowest price of all proposals}}{\text{Price of Proposal being evaluated}} \times (?)30 = \text{Price Score}$$

4.5 Minimum Acceptable Score:

Vendors must score a minimum of 70% of the total technical points possible. The technical points are listed above in Section 4.3. The minimum qualifying score on the technical portion is 49 points. All vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

The State will select the successful vendor's proposal based on best value purchasing which is not necessarily the vendor with the lowest price. Cost is considered but is not the sole determining factor for award. The State does reserve the right to accept or reject any or all of the proposals, in whole or in part, without prejudice, if to do so is felt to be in the best interests of the State.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The State reserves the right, if necessary, to ask vendors for additional information to clarify their proposals.

4.6 Cost Proposal Format/Bid Sheets

Cost proposals will be opened only in that instance where the bidder's response has met all mandatory requirements and has received a minimum qualifying score of at least 70% in the written technical evaluation.

Any cost proposal that is incomplete, in which there are significant inconsistencies or

inaccuracies, or that does not comply with the requirements for the cost proposal submission contained in this RFP, may be rejected.

ALL costs associated with this procurement are to be listed on the Component Cost Sheets supplied in Appendix D of this RFP. The bidder shall propose costs for each unit bid by individual unit. The cost tables are to show the straight purchase costs stated in firm dollar amounts. Indicating additional costs by the use of phrases such as "plus expenses" or "costs to be determined" is not acceptable and may be deemed as non-responsive. All items and costs are to adhere to the RFP specifications and to the items proposed in the bidder's proposal response.

Vendor should include Certificate of Prices and Proposal Certification (Appendix B).

If applicable, sign and submit the attached Resident Vendor Preference Certificate with the proposal.

Appendix A - Proposal Title Page (Written Technical Proposal)

<i>RFP Subject and Number:</i>
<i>Vendor Business Address and Telephone Number:</i>
<i>Name and Title of Person Authorized to Speak on Behalf of the Vendor:</i>
<i>Names, email addresses, telephone numbers, fax numbers for bidder personnel to be contacted for proposal clarification purposes:</i>
<i>Signature of Person Authorized to Obligate the Organization to this Proposal:</i>
<i>Date:</i>

*Note: A completed Proposal Title Page **should** be included with the bidder's written technical proposal.*

Appendix B - Certificate of Prices and Proposal Certification (Cost Proposal)

The box provided below provides the bidder the opportunity to certify, by authorized signature, that the products being bid are deliverable, demonstrable, and that prices for these same products are correct as of the date of this proposal. Any disparity between the prices quoted in this proposal and those prices reflected in the subsequent contract resulting from this RFP may be grounds for termination of the contract.

<p>Certificate of Prices And Proposal Certification</p> <p>This is to certify that the total system (hardware, software, and services) proposed for delivery as detailed in this proposal to the State of West Virginia is both deliverable and demonstrable. All prices relative to all components of this proposal (hardware, software, and services) are correct as of the date of this proposal and shall be included in any final contract or arrangement.</p> <p>Company Name:</p> <p>Authorized Signature:</p> <p>Title:</p> <p>Phone Number:</p> <p>Email Address:</p> <p>Date:</p>
--

*Note: A completed Certificate of Prices and Proposal Certification **should** be included with the bidder's cost proposal.*

Appendix C - Proposal Checklist
(Written Technical Proposal)

Proposal Specification	Mandatory	Desirable	Met	Not Met	Proposal Page and Paragraph Reference
3.2.A Prime Vendor / Systems Integrator Specifications					
3.2.A.1	X				
3.2.A.2	X				
3.2.A.3		X			
3.2.A.4		X			
3.2.A.5		X			
3.2.A.6		X			
3.2.A.7		X			
3.2.A.8		X			
3.2.A.9		X			
3.2.A.10		X			
3.2.A.11		X			
3.2.A.12		X			
3.2.A.13	X				
3.2.A.14		X			
3.2.A.15		X			
3.2.A.16		X			
3.2.A.17	X				
3.2.A.18	X				
3.2.A.19		X			
3.2.A.20		X			
3.2.A.21		X			
3.2.A.22		X			
3.2.A.23		X			
3.2.B Internet Access Specifications					
3.2.B.1	X				
3.2.B.2	X				
3.2.B.3	X				
3.2.B.4		X			

Proposal Specification	Mandatory	Desirable	Met	Not Met	Proposal Page and Paragraph Reference
3.2.B.5		X			
3.2.B.6		X			
3.2.B.7		X			
3.2.B.8		X			
3.2.B.9	X				
3.2.C E-mail Services					
3.2.C.1	X				
3.2.C.2	X				
3.2.C.3	X				
3.2.C.4		X			
3.2.C.5		X			
3.2.C.6		X			
3.2.C.7	X				
3.2.C.8	X				
3.2.C.9		X			
3.2.C.10	X				
3.2.D Domain Name Service (DNS) and Web-hosting Service					
3.2.D.1	X				
3.2.D.2		X			
3.2.D.3		X			
3.2.D.4		X			
3.2.D.5	X				
3.2.E E-rate Services					
3.2.E.1	X				
3.2.E.2	X				
3.2.E.3	X				
3.2.E.4	X				
3.2.E.5		X			
3.2.E.6		X			

Proposal Specification	Mandatory	Desirable	Met	Not Met	Proposal Page and Paragraph Reference
3.2.E.7		X			
3.2.E.8		X			
3.2.E.9		X			
3.2.E.10		X			
4.2.A Prime Vendor / Systems Integrator Specifications					
4.2.A.1		X			
4.2.A.2		X			
4.2.A.3		X			
4.2.A.4		X			
4.2.A.5		X			
4.2.A.6		X			
4.2.A.7		X			
4.2.A.8		X			
4.2.A.9		X			
4.2.A.10		X			
4.2.A.11		X			
4.2.A.12		X			
4.2.A.13		X			
4.2.A.14		X			
4.2.A.15		X			
4.2.A.16		X			
4.2.A.17		X			
4.2.A.18		X			
4.2.A.19		X			
4.2.A.20		X			
4.2.A.21		X			
4.2.A.22		X			
4.2.A.23		X			
4.2.B Internet Access Specifications					
4.2.B.1		X			
4.2.B.2		X			
4.2.B.3		X			

Proposal Specification	Mandatory	Desirable	Met	Not Met	Proposal Page and Paragraph Reference
4.2.B.4		X			
4.2.B.5		X			
4.2.B.6		X			
4.2.B.7		X			
4.2.B.8		X			
4.2.B.9		X			
4.2.C E-mail Services					
4.2.C.1		X			
4.2.C.2		X			
4.2.C.3		X			
4.2.C.4		X			
4.2.C.5		X			
4.2.C.6		X			
4.2.C.7		X			
4.2.C.8		X			
4.2.C.9		X			
4.2.C.10		X			
4.2.D Domain Name Service (DNS) and Web-hosting Service					
4.2.D.1		X			
4.2.D.2		X			
4.2.D.3		X			
4.2.D.4		X			
4.2.D.5		X			
4.2.E E-rate Services					
4.2.E.1		X			
4.2.E.2		X			
4.2.E.3		X			
4.2.E.4		X			
4.2.E.5		X			

Proposal Specification	Mandatory	Desirable	Met	Not Met	Proposal Page and Paragraph Reference
4.2.E.6		X			
4.2.E.7		X			
4.2.E.8		X			
4.2.E.9		X			
4.2.E.10		X			

**Appendix D
COST COMPONENT SHEETS**

Internet Access		
Internet Access	Cost per MB	Total Cost
450 MB x 2 POPs	_____	_____

E-mail System	
E-mail accounts with minimum mailbox sizes*	Total Cost (for unlimited e-mail account service with minimum mailbox size)
Unlimited account service	
Option pricing – provide optional costs for unlimited email account service for varying future quantities of the mailbox sizes. Increments are not limited to those listed here. The vendor may list as many additional sizes as are available.	
500 MB	
1 GB	

*For estimated quantities of mailboxes, see **Part 2, Operating Environment, Section 2.2 Background**

DNS and Web-hosting Service	
DNS and web-hosting for schools*	Total Cost (for unlimited DNS and web-hosting for schools)
Unlimited DNS and web hosting services	_____

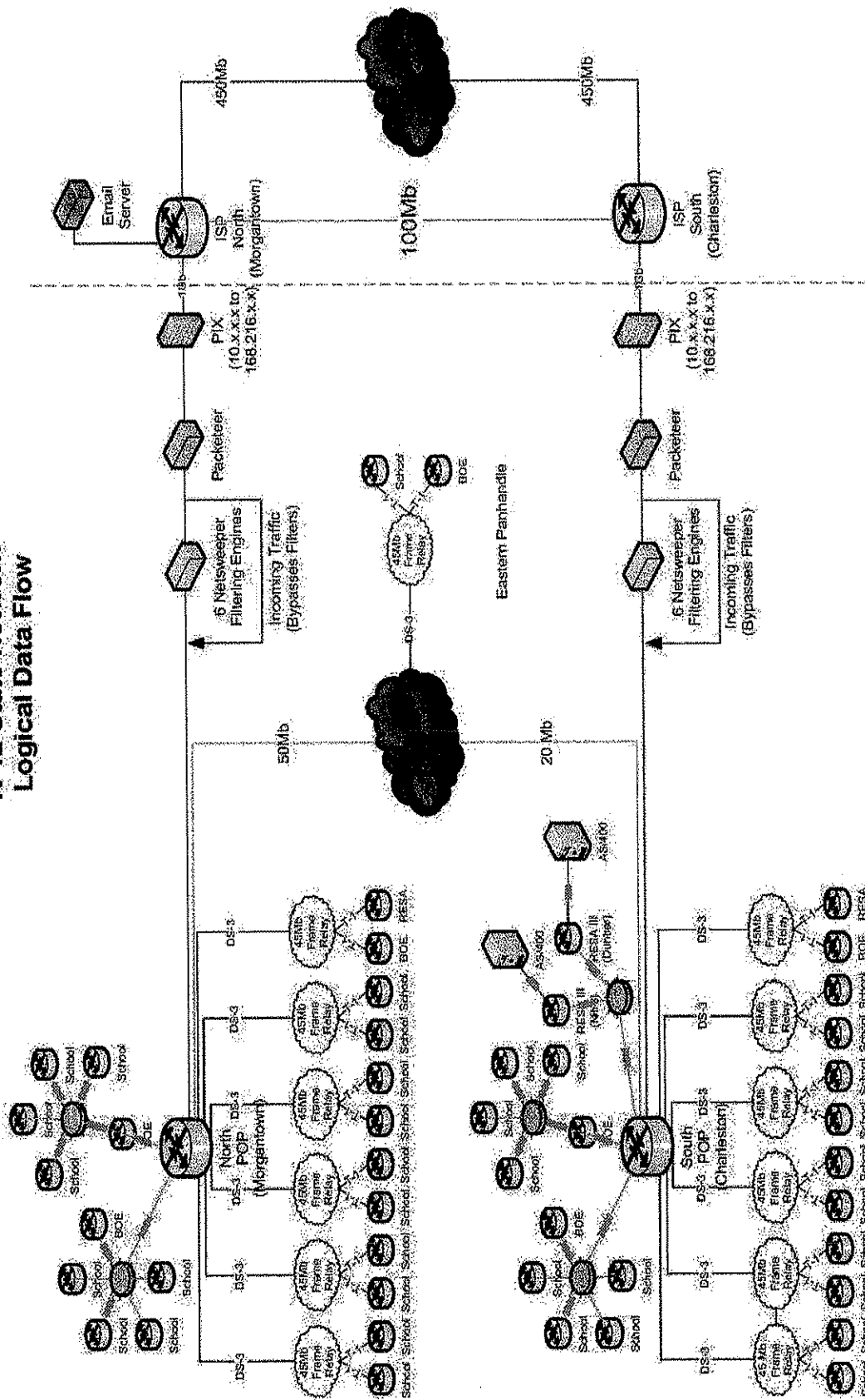
*For description, see **Part 3, Procurement Specifications and Deliverables**, Section 3.2.D Domain Name Service (DNS) and Web-hosting service

Total Cost for Project	
Total Cost for this Project (sum of all Total Costs above)	

Any other costs not specifically identified in the RFP which will be required to implement the project described in the RFP must be included in the pricing sections above.

Appendix E

West Virginia Department of Education K-12 State Network Logical Data Flow



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

**Check any combination of preference consideration(s) indicated above, which you are entitled to receive.*