



# FY2026 WVLS C1 DEDICATED INTERNET ACCESS & FILTERING

REQUEST FOR PROPOSALS

Issued February 4, 2026 | Proposals Due March 16, 2026

*almost heaven.*

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## SECTION 1: GENERAL INFORMATION

### Introduction:

The West Virginia Department of Tourism (hereinafter referred to as the “ WV Tourism”) is issuing this solicitation as a request for proposal (“RFP”), as authorized by W. Va. Code §144-03, for West Virginia Library Section (hereinafter referred to as the “Agency”) to provide Dedicated Internet Access with a committed information rate with filtering at a separate cost to all libraries in the state.

The RFP is a procurement method in which vendors submit proposals in response to the request for proposal published by WV Tourism. It requires an award to the highest scoring vendor, rather than the lowest cost vendor, based upon a technical evaluation of the vendor’s technical proposal and a cost evaluation. This is referred to as a best value procurement. Through their proposals, vendors offer a solution to the objectives, problem, or need specified in the RFP, and define how they intend to meet (or exceed) the RFP requirements.

## SECTION 2: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

### INSTRUCTIONS FOR BIDDER

Agency/Applicant Name: Library Section of the West Virginia Department of Tourism  
E-Rate BEN: 126677  
E-Rate Form 470#: 260017575  
RFP#: TOR2600000003  
RFP Title: FY2026 WVLS C1 Dedicated Internet Access & Filtering  
RFP Date Issued: Wednesday, February 4, 2026  
Question Deadline: Wednesday, February 11, 2026  
Addendum Posting: Friday, February 13, 2026  
RFP Close Date/Time: Monday, March 16, 2026, 10:00 AM, Local Prevailing Time

### PROCUREMENT TIMELINE

Wednesday, February 4, 2026 RFP Issue Date  
Wednesday, February 11, 2026 Vendor Question Deadline  
Friday, February 13, 2026 Responses to Questions Distributed  
Monday, March 16, 2026 RFP Close Date; Proposals due by 10:00 a.m. Eastern Time

1. All questions or comments concerning this Request for Proposals must be submitted in writing to Mary Kemper at [Mary.R.Kemper@wv.gov](mailto:Mary.R.Kemper@wv.gov) and CC Julia Legg at [bids-jlegg@e-ratecentral.com](mailto:bids-jlegg@e-ratecentral.com).
2. Requests for site visits will not be entertained.
3. All questions or comments must be submitted by Wednesday, February 11, 2026, by 4:00 PM
4. Submissions meeting any of the three criteria below WILL be disqualified.
  - a. Solution does NOT offer at least the minimum bandwidth.
  - b. Solution does NOT offer bandwidth dedicated to the agency/applicant, but instead, the bandwidth is dependent on the number of other customers on the network or some other factor that does not, generally, guarantee the minimum bandwidth as a committed information rate (CIR).
  - c. Solution includes caps on data usage or slows speeds based on data usage or other factors.

### PROPOSAL PROCEDURES

1. Proposals will be received via email until Monday, March 16, 2026 by 10:00 AM local prevailing time.
2. The proposal Title and RFP# must be clearly shown in the subject line of the email..
3. Proposals must be received by the agency by the date/time noted above. The agency will not accept proposals after that date and time. Proposals received after the date and time prescribed will not be considered for evaluation and will be returned, unopened, to the Offeror.
4. Proposal pricing must be included in the Pricing Attachment and be submitted in xls or xlsx format.
5. It shall be the Offeror's responsibility to ensure his/her proposal has been received on or before the deadline published above.
6. The agency/applicant is not responsible for delays of delivery.

## SECTION 3: GENERAL TERMS AND CONDITIONS

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

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

2.1. "Agency/Applicant" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

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

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

2.4. "Award Document" means the document signed by the Agency and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

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

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

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

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

This Contract is a Term Contract: This service shall commence on July 1, 2026, and continue until June 30, 2027 ("Initial Agreement Period"), with an option of four (4) one (1) year renewals from July 1 to June 30 (each period hereinafter referred to as "Subsequent Agreement Period"), subject to modifications as provided in the Agreement Documents.

4. **AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document.

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

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

7. **LICENSE(S) /CERTIFICATIONS/ PERMITS:** The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications upon request.

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

Vendor must maintain:

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

Notwithstanding anything contained in this section to the contrary, Tourism reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

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

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

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

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

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

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

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

17. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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

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

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

21. **COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

23. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

24. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

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

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

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

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

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

30. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

32. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest,

nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

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

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

36. **REPORTS:** Vendor shall provide any and all reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

37. **BACKGROUND CHECK:** The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol Complex based upon the results from a criminal background check. Service providers should contact the West Virginia Division of Protective Services at 304-558-9911 for more information.

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

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

**Additional Terms And Conditions**

1. Agency/Applicant may, at its sole discretion, extend the due date for the submission of proposals and any extensions shall be done via an addendum posted in the E-Rate Productivity Center (EPC) and on the West Virginia Department of Tourism's website
2. Proposal pricing must be included in the Pricing Attachment and be submitted in xls or xlsx format.
3. Agency/Applicant reserves the right to consider its existing service as a standing proposal and evaluate it against the other submitted proposals.
4. The vendor submission is subject to open records requests and, as such, the records will be released in accordance with those policies. Vendors are encouraged to mark pages as "Proprietary" or "Confidential" as appropriate, but the entire submission may not be marked as such. Identifying information as "Proprietary" or "Confidential" does not guarantee that the information will not be released but will be considered in determining whether the information is required to be released in accordance with the open records policies. Generally, pricing is not exempt from being publicly released.
5. By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and Agency/Applicant that would interfere with a fair and open competition or is a conflict of interest.
6. Selection shall be made of one offeror deemed to be fully qualified and best suited among those submitted proposals, on the basis of the factors involved in the Request for Proposal.
7. Price of E-Rate eligible services shall be the primary consideration.
8. Negotiations, if conducted, will be limited to clarification of proposal content, confirmation of scope, and the potential reduction of pricing. Negotiations may not result in material changes to the proposed solution or any increase in pricing.
9. All pricing submitted in response to this RFP shall be fixed for the duration of the Initial Agreement Period and any renewal periods. Pricing adjustments, if any, shall be limited to reductions and shall require mutual written agreement of the parties.
10. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation, and the offeror's proposal as negotiated. Similarly, any materials provided by the offeror for the purpose of Agency/Applicant to evaluate the proposal might be referenced to become part of the purchase agreement between Agency/Applicant and the offeror.
11. The Agency/Applicant does not desire equipment demonstrations. Proposals offering temporary equipment loans or product trials will not be considered.

## SECTION 4: PROJECT SPECIFICATIONS

**4.1 Background and Current Operating Environment:** The Library Section provides dedicated Internet access and filtering services statewide. Listings of libraries to be served can be found in Attachment A Pricing Attachment. Pricing is requested for all libraries statewide; however, proposed pricing is not intent to purchase. The Proposer understands and agrees that the continuation of this award is subject to the Agency/Applicant's funding availability and the Contractor's satisfactory performance.

**4.2 Project Goals and Mandatory Requirements:** The Library Section is seeking proposals for Dedicated Internet Access with a committed information rate solution, with filtering at a separate cost. Vendor should describe its approach and methodology to providing the service or solving the problem described by meeting the goals/objectives identified below. Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches.

4.2.1 Goals and Objectives – The project goals and objectives are listed below.

4.2.1.1 Services are expected to commence on July 1, 2026. Proposers must provide a detailed implementation timeline demonstrating how services will be brought online by that date and identify any risks or dependencies that could delay service activation.

For solutions requiring special construction, Proposers must include a detailed construction and activation schedule and explain how the timeline will adjust if the E-Rate Funding Commitment Decision Letter (FCDL) issuance is delayed.

4.2.1.2. Proposer should clearly illustrate proposed network design and construction routes.

a. Agency/Applicant leaves the point of presence (PoP) location and, if applicable, fiber routes up to the respondent. However, due to current and future bandwidth needs, designs are encouraged to provide dedicated infrastructure to the Agency/Applicant. This includes little to no aggregation or third-party equipment between the Agency/Applicant site and PoP.

b. Agency/Applicant is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the vendor to present their best solution.

4.2.1.3 The proposer should identify any special construction required for this project. For the purposes of the E-Rate program, special construction charges are the upfront, non-recurring costs of deploying new or upgraded network facilities to E-Rate eligible entities. Special construction and service eligibility for reimbursement have changed starting funding year 2016. See the Federal Communications Commission E-Rate modernization order 2 (WC Docket No. 13-184) (<https://www.fcc.gov/document/fcc-releases-order-modernizing-E-Rate-21st-century-connectivity>) for more information.

a. The proposer should identify special construction eligible for Category One support consist of three components:

- i. construction of network facilities
- ii. design and engineering
- iii. project management

b. If no new facilities are being installed, then any installation costs are considered standard non-recurring costs (NRC). Proposer should describe any NRC installation costs being proposed.

i. For solutions requiring special construction, this means that the costs associated with building the network are considered special construction and the costs associated with the equipment required to activate the service are a standard NRC.

c. The proposer should identify any excess fiber strands for special construction projects (if applicable).

4.2.1.4 Describe the full range of Internet access bandwidth options available under the proposed solution, including minimum and maximum speeds, scalability, and the process for modifying bandwidth during the contract term.

4.2.1.5. Describe how the proposed solution will meet the desired Service Level Agreement (SLA) below:

- a. 99.99% network availability of each circuit.
- b. .25% frame/packet loss commitment
- c. 3ms network latency commitment
- d. 4ms network jitter commitment
- e. response to any outage within two (2) hours and a four (4) hour restoration of service.

4.2.1.6. Provide aggregate uptime statistics for your proposed service in the area encompassing each entity in the Pricing Attachment.

4.2.1.7. Proposer should provide a detailed trouble reporting, escalation, and resolution plan to including, but not limited to:

- a. a description of the network operations center available to meet 4.2.2.14.
- b. a description of the process by which the customer may contact the proposer and the escalation process (per 4.2.2.14.), based on trouble level, including the turnaround time for “immediate” response that the vendor proposes.
- c. the process for receiving and resolving trouble tickets submitted by consortium members, including how Library Section staff will be included in communications and kept informed of issue status and resolution.
- d. a description of the escalation process when service is not restored within defined timeframes or when the Customer determines that the issue is not receiving adequate attention.
- e. a list of escalation contacts and clearly identify the trouble levels or issue types for which each contact is responsible.

4.2.1.8. Describe the process for identifying service outages that qualify for credits and how those credits will be calculated, applied, and communicated to the Customer.

4.2.1.9. Proposer should provide a copy of an incident report that would be sent to the Customer.

4.2.1.10. All solutions must terminate service or infrastructure in the demarcation point at the address specified in the pricing sheet. Solutions bringing service to the property line but not to the demarcation point are not acceptable.

- a. Respondent must specify specific demarcation setup included in base fees, e.g., wall-mounted CPE and CAT6a handoff, rack-mount patch panel, etc.

4.2.1.11. Proposers must provide representative network diagrams sufficient to illustrate how services will be delivered to library locations. Diagrams must identify:

- a. Whether traffic is delivered via dedicated or aggregated transport;
- b. The location of any aggregation points;
- c. Any third-party facilities or networks involved between the library location and the Internet point of presence.

4.2.1.12. Proposers should describe the filtering solutions in sufficient detail to allow the Agency/Applicant to evaluate the quality, robustness, and suitability of the services for a statewide library consortium.

At a minimum, responses must address the following:

- a. CIPA Compliance: Ability to support Children's Internet Protection Act (CIPA) requirements, including policy enforcement and reporting appropriate for public library environments.
- b. Service Architecture: Description of the filtering architecture (e.g., appliance-based, cloud-based, network-based, or hybrid) and how the services integrate with the proposed Internet access service.
- c. Policy Management: Ability for the Agency/Applicant or Library Section staff to manage, customize, and apply filtering policies across consortium members.
- d. Reporting and Visibility: Availability of logging, reporting, and monitoring tools, including access to usage data, security events, and policy enforcement activity.
- e. Scalability and Performance: Ability of the solution to scale with increases in bandwidth and user demand without materially impacting Internet performance.
- f. Support and Maintenance: Description of the support model, update and maintenance processes, and response procedures for filtering-related issues.

4.2.1.13. If proposing a new service plan or transitioning the libraries from the existing provider, proposers must clearly describe the availability and terms of IPv4 static public IP addressing. Libraries rely on static public IP access for the operation and support of critical services, including but not limited to:

- a. Integrated Library Systems (ILS) and Catalog Services (e.g., Sierra, TLC, Sirsi)
- b. Subscription Database and Digital Content Services (e.g., EBSCO, LexisNexis, Hoopla)
- c. DNS-based content filtering and CIPA compliance services (e.g., WebTitan, DNSFilter)
- d. Third-party vendor systems supporting facilities and operations, including HVAC, security and alarm systems, VoIP services, solar and energy management systems, and similar hosted services
- e. The current service provides each library connection six (6) public IPv4 addresses, with five (5) usable addresses, allowing vendor systems to terminate directly to provider-managed equipment. This configuration eliminates the need for firewall exceptions, VPN tunnels, VLAN segmentation, or routing through the library's internal LAN, and enables third-party vendors to access systems without dependency on local IT staff intervention. Proposers transitioning the libraries to a different service or provider must identify:
  - i. The number of static public IPv4 addresses included in the base service.
  - ii. Any additional costs associated with providing equivalent or greater static IP capacity.
  - iii. Any technical or operational limitations associated with static IP provisioning

4.2.1.14. Proposers are encouraged to describe how their proposed solution supports direct vendor access without introducing additional operational complexity for Library staff, including avoidance of:

- a. Mandatory VPN requirements for routine third-party access
- b. Firewall rule changes managed by Library staff
- c. Dependency on internal LAN routing for vendor-hosted services

**4.2.2 Mandatory Project Requirements** – The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.

4.2.2.1 Respondent will provide a description of their proposal for all services and solutions that includes an overview of the proposal, any deviations from the requested architecture, design, or requirements, assumptions made, and other details the Agency/Applicant may find useful or necessary (or could differentiate the solution from a competing proposal).

4.2.2.2 The new service shall commence at the start of the E-Rate Funding Year, no earlier than July 1, 2026, and continue until June 30, 2027 (“Initial Agreement Period”), with an option of four (4) one (1) year renewals from July 1 to June 30 (each period hereinafter referred to as “Subsequent Agreement Period”), subject to modifications as provided in the Agreement Documents.

4.2.2.3 The Contractor understands and agrees that continuity of this award is subject to the availability of funding by the Agency/Applicant and satisfactory performance by the Contractor.

4.2.2.4. To the extent that the winning service provider installs additional strands of fiber for future business ventures, if applicable, the winning service provider must take full responsibility to ensure those incremental costs are allocated out of the special construction charges to the district in accordance with FCC rules and orders in the Pricing Attachment. If, after the issuance of the FCDL, USAC or the FCC determines that the winning service provider did not cost-allocate those charges associated with the additional strands, Agency/Applicant will not be responsible for reimbursing the winning vendor, and the winning vendor will assume all responsibilities deemed ineligible by USAC.

4.2.2.5. Agency/Applicant must have a minimum of 500 Mbps dedicated, symmetrical bandwidth.

4.2.2.6. The solution must be scalable to 1 Gbps.

4.2.2.7. The service must maintain the proposed link performance for each network segment for the full term of the contract.

4.2.2.8. Solution must offer six (6) public IPv4 addresses with five (5) usable addresses that allows vendor systems to terminate directly to fiber-managed equipment.

4.2.2.9. Proposers must include content filtering services as part of the proposed bundled Internet solution. Proposals that do not include both services will be deemed non-responsive. 4.2.2.10. Proposers must clearly identify in the Pricing Attachment which components of the solution are connected to E-Rate-ineligible filtering and describe the cost allocation methodology used to separate eligible and ineligible charges in accordance with FCC rules and USAC guidance.

4.2.2.10. Each respondent is required to complete the attached pricing sheet with this RFP.

a. Special construction, monthly recurring cost, and any additional non-recurring costs are required to be broken out and listed separately.

b. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.

c. No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate in each pricing cell of the matrix.

4.2.2.11. If an increase in bandwidth is requested during the contract period, the contract does not renew; the existing agreement may be modified to allow the change.

4.2.2.12. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason.

4.2.2.13. The solution will provide network operations center customer support functions, including problem tracking, resolution, and escalation management on a 24x7x365 basis. Agency/Applicant and consortium members have the right and are encouraged to call regarding any problems that may arise with their connection to vendor-provided services.

4.2.2.14. Upon interruption, degradation, or loss of service, Customer may contact Vendor by the defined method with a response based on the trouble level. Upon contact from the Customer, the Vendor's support team will respond immediately to resolve any Customer issue. The customer will receive rapid feedback on trouble resolution, including potential resolution time.

4.2.2.15. The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.

4.2.2.16. Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.

4.2.2.17. Outage time measurement starts from the time the Customer or Consortium member contacts the vendor and identifies the problem.

4.2.2.18. If their solution is chosen, respondents are required to promptly provide Agency/Applicant with any information being requested as part of PIA review.

a. Vendors must assist filing entities with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers, upon request from the Agency/Applicant or its representative consultant.

b. For all responses that include special construction, the respondent agrees to, by submitting its proposal, produce all construction labor, construction materials and other cost information requested during PIA review.

4.2.2.19. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the Agency's issuance of a written Purchase Order. E-Rate funding notification alone will not signify Notice to Proceed. The Agency will have the right to allow the contract to expire without implementation if appropriate funding (including any state matching funds for special construction projects) does not become available.

4.2.2.20. By submitting a proposal on the requested services herein, the vendor certifies its proposed services and/or products are in compliance with Part 47 Section 54.9 of the FCC rules which prohibits the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other covered company posing a national security threat to the integrity of communications networks or the communications supply chain.

4.2.2.21. Offerors proposing equipment whose prices may increase depending upon new U.S. government tariffs imposed on foreign imports are encouraged to (a) identify such products in their proposals, and (b) propose an acceptable methodology for limiting price adjustments over the life of the contract.

4.2.2.22. As required by Section 54.500(f) of Part 47 of the Code of Federal Regulation all bids in response to this RFP must offer the lowest corresponding price (LCP) which is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-Rate agency/applicant (school, library, or consortium) for similar services. See <https://www.usac.org/E-Rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/> for more information on the requirements relating to LCP.

4.2.2.23. Proposers must submit fixed unit pricing for all goods, services, and deliverables specified in this RFP. This fixed unit pricing shall apply throughout the initial contract term and any subsequent renewal periods, subject to the following conditions:

- a. Subject to contract restrictions, services may be reevaluated for cost-effectiveness at any time during the life of the agreement including renewal periods.
- b. At any time during the contract term or prior to any renewal, either party may request a re-evaluation of the fixed unit pricing based on changes in market conditions, cost efficiencies, or other relevant factors.
- c. Any adjustment resulting from such re-evaluation shall only permit a reduction in pricing, and only upon mutual written agreement of both parties. Under no circumstances shall the fixed unit pricing be increased above the levels proposed in response to this RFP.

4.2.2.24. Agency/Applicant reserves the right to accept or reject any or all offers, to waive any informalities or irregularities, and to accept a proposal, which is deemed in its best interest.

4.2.2.25. Vendor is responsible for the timely filing of the FCC Form 473 for each related E-Rate application Fund Year. Reimbursement amounts denied by USAC due to failure of vendor to complete this program requirement will be the responsibility of the vendor. Agency/Applicant will not be held responsible for otherwise reimbursable fees due to failure of vendor to successfully complete this form.

4.2.2.26. The Agency/Applicant requires the E-Rate SPI discount method to be applied to vendor-issued invoices. Vendor is responsible for submitting reimbursement requests via the FCC Form 474 by the invoice deadline. Agency/Applicant will not be responsible for repayment of funds not claimed by vendor due to untimely filing of the FCC Form 474.

4.2.2.27. Additional locations may be added during the contract term. Any additional sites added to the agreement will be co-terminus with the main agreement.

4.2.2.28. All contracts should permit bandwidth increases during the term. Any such increases, including those during optional renewal periods, will be treated as modifications to the existing agreement rather than new agreements and, therefore, will NOT extend the contract's term.

4.2.2.29. All contracts should include a provision allowing for early termination of circuits without penalty if a location is closed by the Agency/Applicant.

4.2.2.30. All contracts should include a clause allowing additional sites to be added at the existing MRC for the duration of the agreement, with the Agency/Applicant covering any one-time charges related to adding the new site to the network. Any additional sites added will have the same end date as the main agreement.

4.2.2.31. No price increases will be permitted during the term of the agreement.

4.2.2.32. Awardee must complete the required WV-96 form.

4.2.2.33. Proposals must be in response to the specific requirements of this solicitation. Offers including a generic listing of services beyond the scope of this solicitation and/or encyclopedic price lists will be disqualified. SPAM and/or robotic responses will not be considered valid responses and will be disqualified from consideration.

**4.3 Qualifications and Experience:** Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems similar to those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

4.3.1. Qualification and Experience Information: Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.

4.3.1.1. Proposers should clearly describe whether the proposed Internet access services will be provided directly by the Proposer or through subcontracted, leased, or resale arrangements. Responses must identify all third parties involved, if any, and describe each party's role in the delivery, operation, maintenance, and support of the service. Responses will be evaluated based on clarity, transparency, and the degree of direct responsibility retained by the Proposer.

4.3.1.2. Describe the proposer's ability to deliver a complete, end-to-end Internet access solution, including network design, provisioning, implementation, and ongoing operations.

4.3.1.3. For each response, respondent must provide 3 references from current or recent customers with projects equivalent to the size of Agency/Applicant.

Describe the Proposer's experience participating in the E-Rate program, including familiarity with applicable FCC rules, USAC procedures, invoicing methods (SPI and/or BEAR), and service delivery requirements. Proposers should highlight experience supporting consortia, libraries, or other similarly situated agency/applicants.

**4.3.2. Mandatory Qualification/Experience Requirements** - The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the mandatory requirements and include any areas where it exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but areas where the mandatory requirements are exceeded will be included in technical scores where appropriate. The mandatory qualifications/experience requirements are listed below.

4.3.2.1. The Proposer must certify that it is not listed on the FCC Red Light Display System and that it does not have any outstanding federal or state liabilities or other delinquent governmental debts. The Proposer must also be registered in the State of West Virginia's OASIS system or demonstrate the ability and willingness to register prior to contract award.

4.3.2.2. The Proposer must demonstrate the ability to provide Internet access services that meet the technical and operational requirements of this RFP, either directly or through disclosed subcontracting arrangements.

4.3.2.3. The Proposer must be an E-Rate-eligible service provider, include their Service Provider Identification Number (SPIN) in the Pricing Attachment A, and agree to follow all E-Rate program requirements, including service delivery, documentation retention, and Lowest Corresponding Price invoicing obligations.

4.3.2.4. The Proposer must have experience delivering Internet access services for public sector, library, education, or consortium-based environments of comparable scale and complexity.

4.3.2.5. The Proposer must have sufficient staffing, technical expertise, and operational capacity to implement, operate, and support the proposed services for the full term of the contract.

4.3.2.6. The Proposer shall affirm that it is properly registered and licensed to conduct business in the State and that it possesses all licenses, certifications, and authorizations required under applicable federal, state, and local laws and regulations for the services proposed. Documentation may be submitted with the proposal, but shall be required upon contract award.

**4.4 Oral Presentations (Agency Option):** The Agency will not exercise its option for oral presentations.

## SECTION 5: VENDOR PROPOSAL

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

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

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

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

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

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

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

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

## SECTION 6: EVALUATION AND AWARD

Evaluation Process: Proposals will be evaluated in two parts by a committee of three (3) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. The Vendor who demonstrates that it meets all of the mandatory specifications required, attains the minimum acceptable score and attains the highest overall point score of all Vendors shall be awarded the contract.

Evaluation Criteria: Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. The technical evaluation will be based upon the point allocations designated below. Cost represents 30 of the 100 total points. The evaluation of each proposal will have the heaviest weight assigned to eligible costs, including complete installation costs, all other one-time costs, and monthly recurring costs for a period of the contract duration

Evaluation Point Allocation:	
Implementation & Transition Plan	(20) Points Possible
Experience and Qualifications	(20) Points Possible
Network Compatibility and Service Capabilities	(15) Points Possible
Service Delivery Model	(10) Points Possible
E-Rate Eligible Cost Score:	(30) Points Possible
E-Rate Ineligible Cost Score:	(5) Points Possible
<b>Total Proposal Score:</b>	<b>100 Points Possible</b>

### Evaluation Point Allocation

#### Implementation & Transition Plan (20 Points Possible)

The degree to which the proposer demonstrates a clear, feasible, and low-risk implementation and transition approach, including timelines, coordination activities, and mitigation of service disruptions. Particular consideration will be given to the extent to which implementation and transition activities minimize disruption to Library services, third-party systems, and end users.

#### Experience, Qualifications, and Past Performance (20 Points Possible)

The proposer's prior experience with the respondent (if applicable), demonstrated technical capability, performance on comparable library or public-sector networks, and the qualifications and experience of key personnel assigned to the project.

#### Network Compatibility and Service Capabilities (15 Points Possible)

The extent to which the proposed solution is compatible with the Library's existing network architecture and operational requirements, including support for multiple bandwidth options, static public IPv4 addressing, DNS-based content filtering, and third-party service access. Solutions that maintain continuity of existing integrations and reduce the need for reconfiguration of dependent systems will receive higher scores.

#### Service Delivery Model (10 Points Possible)

The proposer's ability to provide dedicated Internet access services directly, rather than through subcontracted, leased, or resale arrangements, and the degree of control and accountability maintained by the proposer over the end-to-end service.

**E-Rate Eligible Cost Score (30 Points Possible)**

Evaluation of total E-Rate eligible costs

**E-Rate Ineligible Cost Score (5 Points Possible)**

Evaluation of total E-Rate ineligible costs, including filtering services.

6.3. Technical Bid Opening: At the technical bid opening, the agency will open and announce the technical proposals received prior to the bid opening deadline. Once opened, the technical proposals will be provided to the Agency evaluation committee for technical evaluation.

6.4. Technical Evaluation: The Agency evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to the agency.

6.5. Proposal Disqualification:

6.5.1. Minimum Acceptable Score (“MAS”): Vendors must score a minimum of 70% (49 points) of the total technical points possible in order to move past the technical evaluation and have their cost proposal evaluated. All vendor proposals not attaining the MAS will be disqualified.

6.5.2. Failure to Meet Mandatory Requirement: Vendors must meet or exceed all mandatory requirements in order to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.

6.6 Cost Bid Opening: The committee will schedule a date and time to publicly open and announce cost proposals after technical evaluation has been completed and the agency has approved the technical recommendation of the evaluation committee. All cost bids received will be opened. Cost bids for disqualified proposals will be opened for record keeping purposes only and will not be evaluated or considered. Once opened, the cost proposals will be provided to the Agency evaluation committee for cost evaluation.

The agency reserves the right to disqualify a proposal based upon deficiencies in the technical proposal even after the cost evaluation.

6.7 Cost Evaluation: The Agency evaluation committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein and make a final recommendation to WV Tourism.

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

Step 1:  $\text{Lowest Cost of All Proposals} / \text{Cost of Proposal Being Evaluated} = \text{Cost Score Percentage}$

Step 2:  $\text{Cost Score Percentage} \times \text{Points Allocated to Cost Proposal} = \text{Total Cost Score}$

Example:

Proposal 1 Cost is \$1,000,000

Proposal 2 Cost is \$1,100,000

Points Allocated to Cost Proposal is 30

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

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

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

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

6.8 Availability of Information: Proposal submissions become public and are available for review immediately after opening pursuant to the Department of Tourism's Purchasing Procedures Procedural Rule. All other information associated with the RFP, including but not limited to technical scores and reasons for disqualification, will not be available until after the contract has been awarded. W. Va. Code St. R. Virginia Code of State Rules §144-3-1, et seq. (2024)..

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

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*Company*

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*Representative Name, Title*

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*Contact Phone/Fax Number*

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*Date*

**ATTACHMENT A: PRICING ATTACHMENT**

**ATTACHMENT B: CURRENT SPEEDS**