

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY



REVISED May 15, 2019

Request for Proposal for Fiber Internet Service Provider (ISP)

Date Issued 05/7/2019

Proposal Submission Deadline:

June 7, 2019 – 2:00 p.m. EDT

SUMMARY

West Virginia Water Development Authority, hereafter referred to as “the Authority”, is requesting proposals from Fiber Internet Service Providers (hereafter “Internet”) that will provide customer acquisition and support services that will serve the Authority.

The term “offeror” shall refer to providers submitting proposals in response to this Request for Proposals (RFP). The terms “Contractor” or “Provider” is also used to describe the successful offeror in the context of providing services under an agreement resulting from this RFP.

Each proposal received in response to this RFP will be evaluated for completeness of the required bid form (Exhibit A).

The Authority will receive bids for Fiber Internet Service until **2:00 PM on Friday, June 7, 2019**, at its office located at 1009 Bullitt Street, Charleston, West Virginia, 25301, at which time and place all bids will be publicly opened and read aloud. Bids may be delivered to the Authority office or mailed. Contact person is Mr. Brandon Crace at (304) 414-6500 ext. 121 or emailed to bcrace@wvwda.org. all bids shall be labeled as follows in the lower left-hand corner of the envelope:

SEALED BID OPENING:	FIBER INTERNET SERVICE PROVIDER (ISP)
BID OPENING DATE:	Friday, June 7, 2019
TIME:	2:00 O’CLOCK PM

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY
FIBER INTERNET SERVICE PROVIDER (ISP)

DESCRIPTION OF SERVICES REQUIRED

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1. Scope of Services
 - Provide turn-key Internet access;
 - Provide local sales and technology support;

2. Detailed Description(s) of Services
 - Voice
 - 1 SIP Trunk delivered over Fiber
 - 15 Concurrent Call Paths
 - Maintaining Existing Phone Number(s)
 - Ability to increase at request
 - Unlimited Local Calling
 - Unlimited Long Distance
 - 2 Analog Phone Lines
 - 1 for Elevator
 - Maintaining existing Phone Number
 - 1 for Emergency Calling
 - 2 Fax Lines
 - Maintaining existing Fax Phone Numbers

 - Data/Internet
 - 100Mb Direct Internet Access delivered over Fiber Circuit at 1009 Bullitt St., Charleston, WV 25301
 - 100Mb Fiber Circuit Private Layer 2 Connection
 - From 1009 Bullitt St., Charleston, WV 25301
 - To 100 Citynet Drive, Bridgeport, WV 26330
 - ~~➤ Hosted Firewall to 1009 Bullitt St., Charleston, WV 25301~~
 - ~~➤ Monitoring Portal~~

 - Equipment
 - Fiber Termination, ~~24 Port Gigabit PoE Switch, Managed Router~~

GENERAL SPECIFICATIONS

1. The service provider is herein identified as "Contractor".
2. The Contractor shall be required to carry and submit for approval evidence of worker's compensation (WV statutory limits), comprehensive general liability, occurrence basis policy, and licensed to do business in the state of West Virginia. The Contractor shall be responsible for notifying the Authority in writing of any changes in insurance coverage and shall provide renewal certificates as needed.
3. The Contractor has not entered into any collusion with any person in respect to the bid for this contract.
4. Contractors shall be properly licensed for business with the State of West Virginia and City of Charleston and shall be responsible for payment of any and all fees and taxes required by State and local law with respect to this contract. The Authority is exempt from sales tax, and a tax-exempt certification will be provided to the selected Contractor upon request. **Copies of current State and City Business Licenses shall be provided with the bid.**
5. The contract price shall be a fixed price not subject to increase throughout the contract duration unless the Authority requests a change in the scope of services provided. The Authority reserves the right to increase or decrease the scope of services specified herein by giving the Contractor a thirty (30) day prior written notice. A change in the contract price, whether increased or decreased, shall be negotiated on an hourly rate basis for the work item(s) involved.
6. **CONTRACT TERM; RENEWAL; EXTENSION: Initial Contract term will be for one year. This Contract may be renewed upon the mutual written consent of the Authority and the Contractor. Any request for renewal should be delivered to the Authority thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to **Three (3)** successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Authority and the Contractor.**
7. The Contractor shall be required to submit with the bid at least (3) experience reference. Such information shall include the name of the contact person, telephone number, and brief description of work performed for each reference listed.
8. Monthly invoices for payment may be submitted as services are rendered.

9. The Authority reserves the right to terminate the contract for unsatisfactory performance or such other justifiable causes. In the event the Contractor is performing unsatisfactorily, notice of immediate termination shall be given the Contractor in writing. A thirty (30) day prior written notice shall be given of termination for other justifiable causes, e.g., loss or reduction in availability of funding.
10. The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
11. The Contractor shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5).
12. The Contractor shall indemnify and hold harmless the Authority, its employees and agents for and against any and all liabilities, claims, demands, costs and expenses of every kind and nature, including attorney's fees, arising from injury, death or damage of any person, property or business sustained for any reason resulting or arising from the performance of this contract.
13. In accordance with federal regulations, the Authority requires a drug-free work place.
14. Any and all damages to the Authority property shall be repaired equivalent to existing by the contractor at no additional charge to WV Water Development Authority. Prompt notification must be made to the Executive Director of the Authority within three (3) days, except in emergency situations, prior to proceeding with work.
15. The Contractor shall be required to abide by all Federal, State, and/or local regulations with regard to equal employment opportunity.
16. The Contractor shall be required to abide by all applicable regulations established by the Department of Labor with regard to payment of employees, work hours and all other pertinent regulations governing employees.
17. In order to comply with the law and provisions of the Immigration and Reform and Control Act of 1986, the Contractor must verify that all its employees are United States citizens or aliens authorized to work in the United States.
18. Questions may be directed to Brandon Crace, at bcrace@wwwda.org. He can also be reached at (304) 414-6500, extension 121.

REQUIREMENTS

1. West Virginia Water Development Authority (the Authority) will receive sealed bids for Fiber Internet Service Provider (ISP) until 2:00 PM on **Friday, the seventh day of June 2019**, at their office located at 1009 Bullitt Street, Charleston, West Virginia 25301, at which time and place all bids will be publicly opened and read aloud. Bids may be delivered to the Authority office or mailed. Contact person is Brandon Crace at (304) 414-6500 ext. 121 or emailed to bcrace@wwda.org. All bids shall be labeled as follows in the lower left-hand corner of the envelope:

SEALED BID OPENING:	FIBER INTERNET SERVICE PROVIDER (ISP)
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2. The Authority reserves the right to reject any or all proposals and to waive any informality in the bidding. Withdrawal of bids prior to and subsequent to the bid-opening deadline shall be permitted.
3. **A contract shall be awarded to the lowest responsible bidder whose bid, experience and performance meets the requirements, specifications, and other requirements as noted in Part II of the requirements.**
4. The Contractor shall provide all labor, tools, equipment, and safety equipment, supplies and services necessary to provide Fiber Internet Service Provider (ISP) as needed at the following location:

The Authority's Office: 1009 Bullitt Street
Charleston, WV 25301
5. Any interested Contractor may contact the Authority to schedule a visit of the building at the above listed location, prior to the bid closing date and time.
6. The Contractor shall be responsible for all supervision required to satisfactorily perform the requirements of the Contract and shall not engage or use services of subcontractors without prior written approval from the Authority.
7. The Contractor shall be required to provide all subcontractor(s) qualifications and references and attach to this RFP.
8. Employees of the Contractor shall conduct themselves in a businesslike and professional manner at all times.

9. The Contractor shall not use any product, supplies or equipment, which may be injurious or damaging to the Authority's building.
10. The Contractor shall be responsible for any breakage, damage and/or loss of equipment or supplies through negligence resulting from performance of contract duties.
11. Contractor shall be responsible for advising the Authority Management of any suspicious or unusual items of concern or problems noted while performing maintenance, inspections or repairs.
12. The Contractor shall comply with all safety instructions regarding operation of equipment and to supply and wear protective equipment where necessary. The Contractor shall exercise safety precautions at all times to prevent injury to him / herself or others.

PART II REQUIREMENTS

Please answer the following questions:

1. If your firm is awarded the bid, what is the anticipated time for delivery of physical equipment and the date when the turn-key internet access will be provided? Please discuss.

2. Will your firm require subcontractors for setup and installation of the necessary equipment and any other physical components to provide turn-key internet access?

3. Warranty: Is a warranty included with the bid amount? Does this include physical equipment, labor, and any other equipment furnished by the provider? If a warranty is not included in the bid amount, what is the cost to cover the items identified in this section? How long will it take to fix any problems covered by the warrant?

Note: The lump sum bid amount should include all amounts identified in Part II Requirements. Please provide justification and description if the lump sum bid amount cannot include the scope of services as outlined in the above requirements.

EXHIBIT A
BID FORM

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY
REQUESTS FOR PROCUREMENT OF FIBER INTERNET SERVICE PROVIDER

Our Company can meet all of the requirements, services to be performed, and general specifications listed in the request for bids. If there are any exceptions, please note them in writing and attach to this bid form.

Bid Submitted By:

Company Name _____

Address _____

Phone Number _____

Fax Number _____

E-mail _____

Bidders Name(s) _____

Title _____

Lump Sum Price (Yr.) _____

Signature _____

Date _____

Please Attach: 3 References and Copies of Current State and City Business Licenses

Part II Requirements