Request for Proposal

District Name:	Pendleton County School District
E-Rate BEN:	126796
E-Rate Form 470#:	260000277
RFP Title:	2026 Pendleton County School District WAN
RFP Issued:	December 5, 2025
Questions Due:	December 12, 2025, by 3:00 p.m. Eastern Standard Time
RFP Close Date/Time:	**January 14, 2026, by 3:00 p.m. Eastern Time. *All bids must be submitted by this date to be considered.***
Attachments B & C **must be submitted with your proposal by the bid submission deadline to avoid disqualification.*	

All RFP Questions and comments must be sent to:
J.P. Mowery, Director of Finance/Treasurer, via email at jmowery@k12.wv.us, and Reggie Myers at bids-rmyers@e-ratecentral.com.

All inquiries for information regarding Proposal Submission requirements or Procurement Procedures shall be directed to the above email addresses by **December 12, 2025, at 3:00 p.m.**, Eastern Standard Time, as per the Official Purchasing Timeclock. Pendleton County School District shall not be responsible for verbal clarification of information provided by parties other than contacts provided in this document. Unauthorized contact may be grounds for disqualification.

Sealed proposals shall be clearly marked and delivered to the following addresses no later than the RFP Close/Date Time. Emailed proposals **will not** be considered.

USPS Deliveries to:
Pendleton County School District
2026 Pendleton County School District WAN
ATTN: J.P. Mowery
P.O. Box 888
Franklin, WV 26807

Fed Ex, UPS, or Hand Deliveries to:
Pendleton County School District
2026 Pendleton County School District WAN
ATTN: J.P. Mowery
125 North Main Street
Franklin, WV 26807

Pendleton County School District does not discriminate against faith-based organizations or against any contractor, bidder, or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.

By signing this document, the Offeror agrees that he has carefully examined all the requirements of this solicitation and that there are no contradictions, ambiguities, errors or infeasible requirements apparent. The undersigned further agrees that he will accept an award to carry out the required services under this solicitation.

In compliance with this Request for Proposal and all the conditions imposed herein, including the General Terms and Conditions, and Attachments, the undersigned offers and agrees to furnish the products and/or services in accordance with the signed Proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

______________________________ **Date:** ______________________________

______________________________ **By:** ______________________________

Signature in Ink

____

Telephone: ______________________________ ______________________________

Printed/Typed

Email: ______________________________ **FIN/SSN:** ______________________________

Contents

Section 1: Procurement Timeline

December 5, 2025	RFP Issue Date
December 12, 2025	Vendor Questions Deadline due by 3:00 p.m. Eastern Time
December 16, 2025	Responses to Questions Distributed
January 14, 2026	**RFP Close Date; Proposals due by 3:00 p.m. Eastern Time**

Section 2: Introduction

Pendleton County School District, hereafter referred to as Pendleton County, is requesting proposals for delivery of fully managed Wide Area Network services to the school district including the backhaul WAN transport connection to the statewide K-12 network where the district receives Internet Access. The new service is needed effective July 1, 2026, upon execution of this Agreement by an authorized Pendleton County representative and will continue until June 30, 2027 (12 months) ("Initial Agreement Period"), with an option of two (2) 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. In the event that special construction is required, commencement of services shall not occur prior to January 1, 2026, and no service commencement date earlier than July 1, 2026, shall be effective unless expressly authorized in writing by Pendleton County.

The Contractor understands and agrees that continuity of this award is subject to availability of funding by Pendleton County and satisfactory performance by the Contractor.

Section 3: Service Requests

1. Pendleton County is seeking proposals for a single-provider, turnkey transport circuit solution for all locations and backhaul to the K-12 network where the District receives Internet access.
2. Network Design and Construction Routes
    a. Pendleton County 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.
    b. Respondents should clearly illustrate proposed network design and construction routes.
    c. Pendleton County's stated decision criteria (outlined in the RFP) will be used to determine if an award is made as-a-result of this RFP. Pendleton County has, in accordance with E-Rate guidelines, rated cost of E-Rate eligible services as the highest weighted factor in its decision criteria.
3. Special Construction
    a. 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.
    b. Special construction charges eligible for Category One support consist of three components:
        i. construction of network facilities
        ii. design and engineering
        iii. project management
    c. If no new facilities are being installed, then any installation costs are considered standard **non-recurring costs (NRC).**
        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.

d. Excess fiber strands for special construction projects (if applicable)
    i. To the extent that the winning service provider installs additional strands of fiber for future business ventures, the winning service provider assumes 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.
    ii. 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, Pendleton County will not be responsible for reimbursing the winning vendor and the winning vendor will assume all responsibilities deemed ineligible by USAC.

Section 4: Solution Specifications

1. Wide Area Network
    a. Internet access is provided by the West Virginia K-12 Statewide Network.
    b. Pendleton County **must** have a minimum of the following bandwidths of dedicated, symmetrical transport bandwidth between the designated endpoints:
        i. 20 Mbps at the Pendleton County Bus Garage
        ii. 1 Gbps at Pendleton County Middle/High School
        iii. 500 Mbps at all other locations
        iv. 5 Gbps for the Backhaul Connection to West Virginia K-12 Statewide Network Northern Point of Presence currently located at 837 Chestnut Ridge Road, Morgantown, WV 26505
    c. The solution **must** be scalable to 10 Gbps. Vendors should price lower-speed options without including upfront charges for future upgrades. Charges for upgrades will apply only when the client requests an increase in speed.
    d. Offers for WAN services **must** include all locations listed in the Pricing Attachment (Attachment A) – partial bids **will not** be considered.
    e. Each respondent is requested to complete the Pricing Attachment (Attachment A) with this RFP.
        i. Special construction, monthly recurring costs, and any additional non-recurring costs are **required** to be broken out and listed separately.
        ii. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
        iii. 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.
    f. 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.
    g. All contracts should include a provision permitting early termination or transfer of circuits, with no penalty per the WV-96, should a location be closed or relocated by Pendleton County. Additionally, if Pendleton County opens a new location, the final agreement must include a provision permitting that site to be added at the existing MRC rate for the duration of the contract, with Pendleton County paying for any one-time charges associated with adding the new site to the network.
    h. All solutions should adhere to the Service Level Agreement (SLA) terms in Section 5.

Section 5: Service Level Agreement

1. Proposed services should meet the following specifications:
    a. The provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
    b. .25% frame/packet loss commitment
    c. 3ms network latency commitment
    d. 4ms network jitter commitment
    e. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason

    f. Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service.
2. Network operations center: Solution will provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with vendor provided services.
3. Trouble reporting and response: Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.
4. Escalation: In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
5. Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
6. Trouble reporting, escalation and resolution: A detailed trouble reporting, escalation and resolution plan will be provided to the district.
7. Measurement: Time starts from the time the Customer contacts vendor and identifies the problem. Credits for outages of a certain duration or longer will be identified.
8. Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
9. Link performance per segment: The service will maintain the proposed link performance throughout the term of the contract.
10. Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing Pendleton County.

Section 6: General Terms for All Proposals

1. Awards will be made in the best interest of the LEA.
2. The LEA may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the West Virginia Code and Policy 8200.
4. All services performed or goods delivered under LEA Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the West Virginia Code.
7. Vendor preference will be granted only upon written request at the time of bid in accordance with the West Virginia Code and LEA purchasing policy.
8. The LEA is exempt from Federal and State taxes and will not pay or reimburse such taxes.
9. The Purchasing Director may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia Code and Policy 8200 shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. The language in this solicitation has been standardized: "must," "shall," "mandatory," and "required" indicate mandatory specifications that Pendleton County expects in the proposed solution. Proposals failing to meet these will be disqualified. "Should" and "may" indicate desirable specifications. A mandatory requirement may be waived if all respondents fail to meet a mandatory requirement.
13. Description of Proposal
    a. Respondent will provide a description of their proposal for all services and solutions.
    b. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, and other detail Pendleton County may find useful or necessary (or could differentiate the solution from a competing proposal).

14. Timeline
    a. **Services are needed effective July 1, 2026.** For each response, respondents **must** include a timeline for bringing service online. If service cannot be guaranteed by this date, this should be indicated in the proposal.
    b. Proposals requiring little to no special construction should be able to bring all sites online by the July 1 start of the funding year.
    c. For solutions requiring special construction, a schedule of bringing the service online **must** be included with an explanation of how this timeline shifts if the date of the E-Rate funding commitment shifts.
    d. In the event winning proposer cannot deliver services starting July 1, 2026, this proposer will be responsible for the financial difference that the District incurs in the price differential of the incumbent proposer, until the new service is fully provisioned and operational, to make the County financially whole.
15. Demarcation
    a. All solutions **must** terminate service or infrastructure in the demarcation point at address specified in the Pricing Attachment (Attachment A).
    b. Solutions bringing service to the property line but not to the demarcation point are not acceptable.
    c. Respondent must specify the specific demarcation setup included in base fees, e.g., wall-mounted CPE and CAT6a handoff, rack-mount patch panel, etc.
16. Network Diagram
    a. For each response, respondents **must** include a network diagram displaying the paths to be used to serve each endpoint.
    b. Diagrams **must** show if the circuit is routed through any aggregation hubs, equipment, or third-party facilities between district site and point of presence.
17. References
    a. For each response, respondent **must** provide 3 references from current or recent customers (preferably K-12) with projects equivalent to the size of Pendleton County.
18. E-Rate Program Integrity Assurance (PIA) Review
    a. If their solution is chosen, respondents are required to promptly provide Pendleton County with any information being requested as part of PIA review.
    b. Vendors may assist filing entities with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.
    c. 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.
    d. **All responses must agree, in writing, to this section with a yes or no answer. Answering no or failure to answer at all is grounds for disqualification.**
19. Required Notice to Proceed and Funding Availability
    a. Pendleton County will follow the purchasing policies of Pendleton County Board and requirements and procedures of the FCC's E-Rate program as administered by the Universal Service Administrative Company to be eligible for all available funding.
    b. Proposers **must** submit the following required attachments with their proposal response. Failure to submit the documents below by **December 12, 2025,** will result in disqualification:
        i. Vendor Packet
        ii. No Debt Affidavit
    c. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the district's issuance of a written Notice to Proceed.
    d. E-Rate funding notification alone will not signify Notice to Proceed. The district 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 come available.
20. Equipment Restrictions
    a. 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.

   b. 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.
   c. Temporary loan equipment for product demonstrations and/or evaluation purposes will not be accepted, and product demonstration meetings will not be granted during the competitive bidding process. Proposals of or requests for such will be ignored.

21. 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 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.
22. Pendleton County 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.
23. 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. Pendleton County will not be held responsible for otherwise reimbursable fees due to failure of vendor to successfully complete this form.
24. Pendleton County has a preference for SPI billing. Vendors **must** state their willingness to offer SPI discounts in their response. Vendor is responsible for submitting reimbursement requests via the FCC Form 474 by the invoice deadline. Pendleton County will not be responsible for repayment of funds not claimed by vendor due to untimely filing of the FCC Form 474.
25. Additional locations may be added during the contract term. Any additional sites added to the agreement will be co-terminus with the main agreement.

Section 7: Instructions to Bidders

1. Vendor is requested to use the Pricing Attachment (Attachment A) provided by the District.
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 showing equivalency. A bidder offering an alternate should attach complete specifications and literature to the bid.
3. The Purchasing Director may waive minor deviations to specifications.
4. Complete all sections of the quotation form.
5. Unit prices shall prevail in case of discrepancy.
6. All quotations are considered Free On Board (F.O.B.) shipping to destination unless alternate shipping terms are clearly identified in the quotation.
7. The vendor must clearly instruct on the bid document if the vendor wishes to have the payment sent to a different “remit to” address other than the address on the face of this document.

Section 8: Locations and Network Configuration

Pendleton County’s current network environment is built on a leased-lit fiber transport circuit WAN infrastructure. Individual site circuits range from 20 Mbps at the bus garage to 500 Mbps at Pendleton Middle/High School. See attached for individual location details. There is currently a 2 Gbps connection to WVNET in Morgantown that the District anticipates increasing to 5 Gbps during this procurement cycle.

These circuits are currently aggregated at the incumbent vendor's hub, where the data traffic from each location is centralized. From this hub, a 2 Gbps backhaul circuit transports the aggregated traffic to the WV State

Network through the northern point of presence (POP) currently located at 837 Chestnut Ridge Road, Morgantown, WV 26505, for Internet access.

Please see the Pricing Attachment (Attachment A) for all locations, along with all requested connections and bandwidths. The table below shows the location as well as the minimum bandwidth sought for each. These minimums will be used to evaluate the bids provided; however, optional speeds and costs should be provided as part of contract options to permit growth during the terms of the contract.

Entity Name	Physical Address	Minimum Speed
Pendleton Central Office	125 North Main Street, Franklin, WV 26807	500 Mbps
Pendleton County Middle/High School	409 Maple Avenue, Franklin, WV 26807	1 Gbps
Franklin Elementary School	67 South Branch Street, Franklin, WV 26807	500 Mbps
North Fork Elementary School	189 Price Way, Circleville, WV 26804	500 Mbps
Brandywine Elementary School	11480 Blue Gray Trail, Brandywine, WV 26802	500 Mbps
Pendleton Bus Garage	3809 Blue Gray Trail, Franklin, WV 26807	20 Mbps
Backhaul Connection to WV K-12 Network Northern Point of Presence	Currently located at 837 Chestnut Ridge Road, Morgantown, WV 26505	5 Gbps

Section 9: Additional Information/Questions

1. All questions or comments concerning this Request for Proposal **must** be submitted in writing to J.P. Mowery at jmowery@k12.wv.us and Reggie Myers at bids-rmyers@e-ratecentral.com.
2. All questions or comments **must** be submitted by **December 12, 2025, at 3:00 PM EST**.
3. Appointments for site visits will not be scheduled.

Section 10: Proposal Procedures

1. **Sealed** proposals will be received until **Wednesday, January 14, 2026, at 3:00 PM EST**.
2. The proposal Title **must** be clearly shown on the face of the envelope.
3. Offerors shall mail or hand deliver proposals. Emailed files will not be accepted.
    a. Proposals delivered by USPS **must** be sent to P. O. Box 888, Franklin, WV 26807
    b. Proposals delivered by Fed Ex, UPS, or in person **must** be sent to: 125 North Main Street, Franklin, WV 26807
4. Proposals must be received by Pendleton County by the date/time noted above. Pendleton County 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.
5. It shall be the Offeror's responsibility to ensure his/her proposal has been received on or before the deadline published above.
6. Pendleton County is not responsible for delays in the Postal service or other methods of delivery.
7. Award Protest- Proposers may appeal the award decision by submitting a written protest to the Purchasing Director within (5) five business days of the date of the award notice and meet all requirements for protest in West Virginia Department of Education (WVDE) Policy 8200, 23.1-23.2.2.

Section 11: Evaluation Criteria

% Weight	Criteria
30%	E-Rate Eligible Costs
10%	E-Rate Ineligible Costs
25%	Implementation and Transition Plan
20%	Prior Experience of Respondent including their Technical Capability & Service Reliability
15%	Willingness to Offer SPI Billing

Section 12: Award of Contract

1. Selection shall be made of one offeror deemed to be most cost-effective, fully qualified, and best suited among those submitted proposals on the basis of the factors involved in the Request for Proposal.
2. Price of E-Rate eligible services shall be the primary consideration.
3. Negotiations shall be conducted with the offeror so selected.
4. After negotiations have been conducted with the selected offeror, Pendleton County shall award the contract to that offeror.
5. 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 Pendleton County to evaluate the proposal might be referenced to become part of the purchase agreement between Pendleton County and the offeror.

Attachment A

Pricing Attachment

Should be completed by the vendor and submitted with the RFP response.

Pricing Attachment - Wide Area Network (WAN) Transport Services

This sheet should be completed by vendor and submitted with offer.
A response must be included for each row below. If a service level is not offered, vendors must enter N/A. If no charge applies, vendors must enter $0.00.
Should there be a discrepancy between the fees listed in this Pricing Attachment and any other proposal response document, the costs offered in this document shall prevail.

Applicant:	Pendleton County School District (BEN 126796)	**Offeror:**	
Form 470 #:	260000277	**Contact:**	
Initial Term:	12-months; 07/01/26 - 06/30/27	**Email:**	

Wide Area Network (WAN) Transport

Special Construction Fees for A-Location, if necessary (Build costs outside of standard installation NRC)

Location Name	Address	E-Rate Eligible Special Construction	E-Rate Ineligible Special Construction	Total Special Construction	Applicable to All Bandwidth Levels?	If costs are conditional, explain here.
				$0.00		

Special Construction Fees for Z-Locations (Build costs outside of standard installation NRC)

Location Name	Address	E-Rate Eligible Special Construction	E-Rate Ineligible Special Construction	Total Special Construction	Applicable to All Bandwidth Levels?	If costs are conditional, explain here.
Brandywine Elementary School	11480 Blue Gray Trail, Brandywine, WV 26802			$0.00		
Franklin Elementary School	67 South Branch Street, Franklin, WV 26807			$0.00		
North Fork Elementary	189 Price Way, Circleville, WV 26804			$0.00		
Pendleton Bus Garage	3809 Blue Gray Trail, Frnklin, WV 26807			$0.00		
Pendleton Central Office	125 North Main Street, Franklin, WV 26807			$0.00		
Pendleton County Middle/High School	409 Maple Avenue, Franklin, WV 26807			$0.00		
WV K-12 Network	Currently located at 837 Chestnut Ridge Rd, Morgantown, WV 26505			$0.00		

Wide Area Network (WAN) Transport Fees for Z Locations

Bandwidth	E-Rate Eligible NRC	E-Rate Ineligible NRC	E-Rate Eligible MRC	E-Rate Ineligible MRC	Notes
20 Mbps					
50 Mbps					
200 Mbps					
300 Mbps					
500 Mbps					
2 Gbps					
5 Gbps					
10 Gbps					

* Fees quoted are the unit costs for both endpoints.

Backhaul Circuit Transport Fees for A Location

Bandwidth	E-Rate Eligible NRC	E-Rate Ineligible NRC	E-Rate Eligible MRC	E-Rate Ineligible MRC	Notes
2 Gbps					
5 Gbps					
10 Gbps					

* Fees quoted are the unit costs for both endpoints.

Router/Managed Equipment for Locations

Make/Model Offered	E-Rate Eligible NRC	E-Rate Ineligible NRC	E-Rate Eligible MRC	E-Rate Ineligible MRC	Notes

Attachment B

No Debt Affidavit

Must be completed by vendor and submitted with the RFP response

*The **No Debt Affidavit** is administered in accordance with the **West Virginia Code,** §5A-3-10A.*

According to the statute, no contract or renewal of any contract may be awarded under this article to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor as defined in this section and the debt owed is an amount greater than $1,000 in the aggregate.

Affidavit

Must be completed by vendor and submitted with the RFP response

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded under this article to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor as defined in this section and the debt owed is an amount greater than five thousand dollars in the aggregate.

Definitions:

“Debt” means any assessment, penalty, fine, tax or other amount of money owed to the state because of a judgment, fine, permit violation, license assessment, penalty or other assessment presently due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon;

“Debtor” means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions;

“Related party” means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor, so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

Exception:

The prohibition does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the West Virginia Code, worker’s compensation premium, permit fee or environmental fee or assessment, and the matter has not become final, or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the bidder and all related parties do not owe any debts or, if a debt is owed, that the provisions of the exception clause (above) apply.

Vendor Name: ____

Authorized Signature: _____________________________ Date: _____________________________

Attachment C

Vendor Package

Please complete and return the forms starting on the next page with your proposed solution.

PENDLETON COUNTY SCHOOLS
125 N. Main Street · PO Box 888
Franklin, WV 26807
Phone: 304-358-2207 · Fax: 304-358-2936
www.pendletoncountyschools.com

Pendleton County Schools Vendors:

The State of West Virginia has recently adopted additional registration requirements for vendors who do business with a county board of education in West Virginia. This letter serves as a request for records from you to collect the required documentation so that we may comply with these new standards.

Enclosed in this envelope is a Vendor Registration Memorandum form that must be completed, signed, and returned to the business office. Vendors may select one of two options - the vendor is properly registered and can provide supporting documentation OR the vendor is exempt from all registration requirements.

Please complete the attached forms in full and return to us at your earliest convenience. Your prompt attention to this matter will help us maintain a smooth and compliant working relationship.

You may return the signed form and supporting documentation by emailing to brooke.dahmer@k12.wv.us OR by faxing to 304-358-2936 OR by U.S. Mail to the following address:

Pendleton County Board of
Education
125 North Main Street
P. O. Box 888
Franklin, WV 26807
ATTN: Purchasing

Thank you for your cooperation and continued partnership.

Sincerely,

Brooke Dahmer
Accounts Payable
Pendleton County Schools

Enclosure

Vendor Registration Memorandum

Before engaging in a business transaction with the PENDLETON County Board of Education school district, vendors shall complete and certify the following (check one):

☐ We, ____ (company name), hereby attest to be a NONEXEMPT vendor and are fully registered and authorized to conduct business within the State of West Virginia per West Virginia Legislative Rule 148, Title 1, Section 6.1.7 (WVSOS) and West Virginia Code §11-12-3 (WV Tax) and have submitted applicable forms to Pendleton County Board of Education school district verifying registration with these entities.

Please attach the following forms to this signed Vendor Registration Memorandum:
____ W-9 (IRS)
____ Copy of WV Business License OR Remote Seller Registration issued by WV State Tax Dept
____ Proof of WV Secretary of State Registration (WVSOS)

OR

☐ We, ____ (company name), hereby attest to be EXEMPT from the State of West Virginia vendor registration requirements per West Virginia Legislative Rule 148, Title 1, Section 6.1.7 (WVSOS) and West Virginia Code §11-12-3 (WV Tax). Specifically, the business activity conducted by the above-named company is considered to be an exempt organization indicated under EXEMPTION # _________ found on page 3 of this document.

Please attach the following form to this signed Vendor Registration Memorandum:
____ W-9 (IRS)

*Please note that a vendor may be exempt from one agency's requirements but not the other. If the vendor is exempt from only a portion of the requirements, applicable registration documentation shall be attached to this memorandum submission.

After the date of this signed memorandum, ____ (company name), agrees to notify the Pendleton County Board of Education school district upon the occurrence of any event that would cause the above attestation to be false or incorrect.

AFFIRMATION:
I, ____ (company representative), hereby declare under penalty of perjury and/or false swearing that the information provided in this Vendor Registration Memorandum is true and correct to the best of my information and belief.

____

Company Representative Signature
Date ___________________________

____

School District Representative Signature
Date ___________________________

Exemption 1 – Small Seller (WV Tax Department)

Beginning January 1, 2019, remote sellers, as defined below, are required to collect West Virginia State and municipal sales and use taxes on sales delivered in West Virginia on or after January 1, 2019, unless the small-seller exception applies. This requirement was in direct response to the "Wayfair decision" set forth by a case law of the US Supreme Court on June 21, 2018, in South Dakota v. Wayfair, Inc., et al.

"Remote seller" means a person selling tangible personal property and/or services for delivery in West Virginia who does not have a physical presence in West Virginia and who has not voluntarily agreed to collect West Virginia sales and use taxes. Smaller remote sellers that have no physical presence in West Virginia will not be required to collect West Virginia State and municipal sales and use taxes when the remote seller has annual sales of products and services into the state of (1) no more than $100,000 and (2) has less than 200 separate transactions for goods and services delivered in West Virginia.

https://tax.wv.gov/Business/SalesAndUseTax/ECommerce/RemoteSellers/Pages/RemoteSellersAndWestVirginiaTax.aspx

Exemption 2 – Business Structure Exemption (WV Secretary of State)

Based on information provided by the WV SOS, the following business structures are exempt from registration with the agency: Sole Proprietorship, General Partnership, Joint Venture, and Association. All other business structures are required to register with the WV SOS. This exemption is specific to filing requirements with the WV SOS; thus, registration with the WV State Tax Department is required for the listed incorporation types.

https://sos.wv.gov/FormSearch/Business/Documents/BusStructuresList.pdf

Exemption 3 – Certain Business Activity Exemptions (WV Secretary of State and WV State Tax Department) Persons engaged in the following activities are not required to register with the WV SOS and WV Tax Department if they engage solely in these activities. (tsd360.pdf)

- Judicial sales directed by law or court order.
- Sales for delinquent taxes of real or personal property.
- Licensed charitable raffles.
- Horse or dog race meetings by any licensed racing association under W. Va. Code § 19-23-1.
- Operation of the pari-mutuel system of wagering during a licensed horse or dog race meeting.
- Sale of commodities during a horse or dog race meeting.
- Occasional or casual sales of property or services by persons not engaged in a business activity.
- Any person engaging in a business activity who meets all three following conditions:
  a. Is not required by law to collect or withhold a tax;
  b. Does not claim exemption from payment of the West Virginia Consumers Sales and Service Tax or Use Tax; AND
  c. Had a gross income from business activity of $4,000 dollars or less from operations in all states during the income tax year most recently completed.

Exemption 4 – Activities not constituting transacting business (WV Secretary of State)

In accordance with WVC §31B-10-1003 and WVC §31D-15-1501, there are several exemptions to WV SOS registration requirements afforded to foreign limited liability companies and foreign corporations that do not constitute "transacting business" by the definition of the term found in WV Code. Those code sections can be found at the following links. West Virginia Code | §31B-10- 1003 (wvlegislature.gov) West Virginia Code | §31D-15-1501 (wvlegislature.gov)

Exemption 5 – Government Entities and Intangible Sales

Federal and State entities not required to register with the WV State Tax Dept or the WV Secretary of State OR suppliers of intangible sales (i.e. software) that do not have a physical presence in West Virginia.

Business Name: ____________________

Physical Address: ____________________

Remit Address: ____________________

Contact Name: ____________________ Phone #: ____________________

Contact Email: ____________________

VENDOR CHECKLIST

Please be sure this form and all items listed below are returned to us to avoid delays in being approved as a vendor for Pendleton County Schools.

Check boxes provided for your convenience.

- ☐ WV Business Registration (see sample)
- ☐ Proof of Registration with the WV Secretary of State (see sample)
  Please note, the wording in the body of this form may be different for your business depending on how you registered. This is only a sample to show what the form should look like.
- ☐ Certificate of Liability insurance (see sample)
- ☐ Business/Contractor's License
- ☐ Certificate of Worker's Comp Insurance (if applicable)
- ☐ W9 (it is required to fill out the individual's SSN or employer's tax identification number and must be signed with a current date)
- ☐ WV96 Addendum Agreement
- ☐ Verification of Criminal History Check (if you/your company will be providing services on school property)
- ☐ No Debt Affidavit

Forms may be submitted electronically to Brooke Dahmer at Brooke.Dahmer@k12.wv.us or mailed to my attention at the address below. If you have any questions, please feel free to contact me at 304-358-2207 extension 99324.

WEST VIRGINIA
STATE TAX DEPARTMENT
BUSINESS REGISTRATION CERTIFICATE

ISSUED TO:

BUSINESS REGISTRATION ACCOUNT NUMBER:

This certificate is issued on:

This certificate is issued by
the West Virginia State Tax Commissioner
in accordance with Chapter 11, Article 12, of the West Virginia Code

The person or organization identified on this certificate is registered to conduct business in the State of West Virginia at the location above.

This certificate is not transferrable and must be displayed at the location for which issued.

This certificate shall be permanent until cessation of the business for which the certificate of registration was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of this certificate displayed at every job site within West Virginia.

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L1268100224

State of West Virginia

Certificate

I, Natalie E. Tennant, Secretary of State of the State of West Virginia, hereby certify that

YOUR COMPANY NAME HERE

was duly authorized under the laws of this state to transact business in West Virginia as a foreign limited liability company on November 21, 2007.

The company is filed as an at-will company, for an indefinite period.

I further certify that the company's most recent annual report, as required by West Virginia Code §31B-2-211, has been filed with our office and that a certificate of cancellation has not been filed.

Therefore, I hereby issue this

CERTIFICATE OF AUTHORIZATION

Given under my hand and the Great Seal of the State of West Virginia on this day of February 9, 2009

Secretary of State

Example
Certificate of Liability Insurance (COI)

DATE (MM/DD/YYYY)

1 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

2 PRODUCER

CONTACT NAME:

PHONE (A/C, No, Ext): | FAX (A/C, No):

E-MAIL ADDRESS:

3 INSURED

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

4

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
	Broad Form Property Damage						PERSONAL & ADV INJURY	$
	Blanket Contractual						GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY / PRO-JECT / LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

5

6 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

7

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 8

AUTHORIZED REPRESENTATIVE 9

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . ____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) ____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under *"By signing the filled-out form"* above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

***Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** – Any references in the agreement to arbitration or to jurisdiction of any court other than the Circuit Court of the county in which the Agency is located are hereby deleted. The parties may agree to nonbinding mediation prior to litigation.
2. **HOLD HARMLESS** – Any clause requiring the Agency to indemnify or hold harmless any party is deleted in its entirety.
3. **GOVERNING LAW** – The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** – Provisions in the agreement requiring the Agency to pay taxes are deleted. As a political subdivision of the State of West Virginia, the Agency is generally exempt from Federal, State and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** – Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** – Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** – Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** – Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered in the event of default.
9. **STATUTE OF LIMITATION** – Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** – Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** – The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** – Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to a State agency or another local governmental agency, board or commission of the State of West Virginia upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** – The Agency, as a political subdivision of the State, cannot agree to potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** – Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, the Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
15. **TERMINATION CHARGES** – Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** – Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of parties.
17. **INSURANCE** – Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The Agency is insured through the Board of Risk and Insurance Management, and will provide a certificate of liability upon request.
18. **RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** – Any reference to acceleration of payments in the event of default is hereby deleted.
20. **CONFIDENTIALITY** – Any provision regarding the confidentiality of the terms and conditions of the agreement is hereby deleted. Governmental contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** – All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Agency.

ACCEPTED BY:
Local Education Agency: Pendleton County Schools
Signed: J P Mowery
Title: CFO/Treasurer
Date: ______

VENDOR:
Company Name: ______
Signed: ______
Title: ______
Date: ______

PURCHASING POLICIES AND PROCEDURES FOR LOCAL EDUCATIONAL AGENCIES

AGREEMENT ADDENDUM FOR SOFTWARE

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration is hereby deleted. Jurisdiction resides in the Circuit Court in the Agency's county. Agreements to engage in nonbinding mediation are permissible.

2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.

3. **GOVERNING LAW** -The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.

4. **TAXES**. - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a political subdivision of the State of West Virginia, the Agency is generally exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.

5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears. Annual licensing and maintenance costs are payable at the beginning of each renewal period. Payment for services will be in arrears.

6. **INTEREST** – Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.

7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.

8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.

9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.

10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.

11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.

12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to a State agency or another local governmental agency, board or commission of the State of West Virginia upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.

13. **LIMITATION OF LIABILITY** – The Agency, as a political subdivision of the State, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision in the agreement limiting the Vendor's liability for direct damages is hereby deleted. Vendor's liability under the agreement shall not exceed three times the total value of the agreement. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.

14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services received prior to the effective date of termination.

15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.

16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.

17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The Agency is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.

18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.

19. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.

20. **CONFIDENTIALITY** – Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. Agency contracts are public records under the West Virginia Freedom of Information Act subject to disclosure upon request unless excepted under the statute or any other statute.

21. **AMENDMENTS** -All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No future amendment, modification, alteration or change may be made to this addendum without the express written approval of the Agency.

ACCEPTED BY:

Local Education Agency: ____________________

Signed: J. P. Mowery

Title: ____________________

Date: ____________________

VENDOR:

Company Name: ____________________

Signed: ____________________

Title: ____________________

Date: ____________________

Revised 08/12

(P) R.7.2.2.

Verification of Criminal History of Contractor/Vendor's Employees

Name of Company: ______________________________

Date of Verification: ______________

Company Telephone Number: ______________ E-Mail: ______________

Address of Company: ______________________________

____

Nature of Contract/Relationship with Pendleton County Schools: ______________

____

Name of Person Completing Verification and Position/Title : ______________

____

I hereby certify that the following employees, who may have access to Pendleton County School property, or who may have direct, unaccompanied contact with Pendleton County School students pursuant to the contract/relationship described above, have not been convicted of any offense listed in Section 15-12-2 of the W. Va. Code (sexual offender registration offenses):

____

____

____

____

(You may attach a list of additional employees)

The foregoing certification is based upon (check one):

- ☐ A criminal history background check run by this company (if checked, please attach relevant background check(s)); or
- ☐ Verification from the named employees, without an accompanying background check.

I further certify that no employees whose criminal histories have not been verified above will have access to school property or direct contact with students unaccompanied. I swear the foregoing to be true to the best of my knowledge.

Signature: ______________________________ Date : ______________

Sworn to and subscribed before me this_____ day of ______________, 201__

My commission expires: ______________________

Notary Public ______________________

(P) R.7.2.3.

Certification and Consent to Search Central Abuse Registry

I, ____, acknowledge that the Pendleton County Board of Education is required by Section 18-5-15c(e) of the West Virginia Code to verify that employees of its contractors, vendors, and service providers have not been convicted of an offense listed in Section 15-12-2 of the West Virginia Code, which would require those employees to register with the Central Abuse Registry as a sexual offender. Further, I acknowledge that as an employee of the contractor, vendor, or service provider listed below, I may not have access to school property or have direct, unaccompanied contact with Pendleton County School students if I have been convicted of an offense listed in Section 15-12-2 of the West Virginia Code.

Therefore, I certify that I have not been convicted of an offense listed in Section 15-12-2 of the West Virginia Code, which would require me to register with the Central Abuse Registry as a sexual offender.

Further, I give my consent to the Pendleton County Board of Education to search the Central Abuse Registry to determine whether I have been convicted of an offense listed in Section 15-12-2 of the West Virginia Code and whether I am registered with the Central Abuse Registry as a sexual offender.

I understand that if I wish to see the results of any search conducted by the Pendleton County Board of Education pursuant to this Consent, I need only request in writing that the Board of Education provide me those results.

Printed Name: ________________________________ Date: ____________

Signature: ________________________________

Employer's Name

No Debt Affidavit

The **No Debt Affidavit** is administered in accordance with the ***West Virginia Code,*** *§5A-3-10A.*

According to the statute, no contract or renewal of any contract may be awarded under this article to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor as defined in this section and the debt owed is an amount greater than $1,000 in the aggregate.

AFFIDAVIT

No contract or renewal of any contract may be awarded under this article to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor as defined in this section and the debt owed is an amount greater than five thousand dollars in the aggregate.

Definitions:

"Debt" means any assessment, penalty, fine, tax or other amount of money owed to the state because of a judgment, fine, permit violation, license assessment, penalty or other assessment presently due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon;

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions;

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor, so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

Exception:

The prohibition does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the West Virginia Code, worker's compensation premium, permit fee or environmental fee or assessment, and the matter has not become final, or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the bidder and all related parties do not owe any debts or, if a debt is owed, that the provisions of the exception clause (above) apply.

Vendor's Name: ____

Authorized Signature: ____________________________________ Date: ________