



State of West Virginia
Agency Request for Proposals
Educational

Proc Folder: 2084520

Doc Description: Networking, Enterprise & Technologies

Reason for Modification:

Proc Type: Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2026-10-14	2026-11-30 14:00	ARFP 0402 EDD2700000001	1	

BID RECEIVING LOCATION

PROCUREMENT OFFICER
DEPARTMENT OF EDUCATION
BLDG 6, RM 700
1900 KANAWHA BLVD E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
(304) 558-2686
michelle.childers@k12.wv.us

**Vendor
Signature X**

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO	SHIP TO
DEPARTMENT OF EDUCATION BLDG 6, RM 700 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	DEPARTMENT OF EDUCATION OFFICE OF ASSESSMENT 1900 KANAWHA BLVD E, BLDG 6 RM 850 CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
1	Networking, Enterprise & Technologies				

Comm Code	Manufacturer	Specification	Model #
86132200			

Extended Description:
 Networking, Enterprise & Technologies

See attached specifications and Exhibit A & B - cost proposal sheets

Online responses are prohibited.

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>

	Document Phase	Document Description	Page 3
EDD2700000001	Draft	Networking, Enterprise & Technologies	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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West Virginia Department of Education

ARFP_EDD2700000001

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SECTION ONE: GENERAL INFORMATION

- 1.1** Purpose: The West Virginia Department of Education (WVDE), hereinafter referred to as the “Agency,” through its Purchasing Section, is soliciting proposals to establish a contract for Networking Infrastructure, Enterprise Technology, and related products and services. The resulting contract will be available for use by the Agency, other Local Educational Agencies (LEA), and Charter Schools throughout West Virginia.

The intent is to establish an open-end award for the State Master Contract with one awarded Prime Vendor under which Manufacturers (OEM) offer guaranteed minimum percentage discounts off their published manufacturer/distributor MSRP and/or Vendor’s advertised price (VAP) product catalogs.

A single Prime Vendor will be designated as the contract manager and be the single point of contact for all ordering, coordination, invoicing, and fulfillment activities under the contract. Manufacturers or manufacturer partners may participate in product fulfillment under the Prime Vendor’s direction. The State will contract solely with the Prime Vendor and will not execute separate agreements with Manufacturers.

Note: This will be awarded as a Catalog Discount Price contract. Vendors offer a guaranteed minimum percentage discount off their published catalog or MSRP/VAP for the life of the contract.

- 1.2** The RFP is a procurement method in which Vendors submit proposals in response to the RFP published by the Purchasing Section. It requires an award to the highest scoring Vendor, rather than the lowest cost

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Vendor, based upon a technical evaluation of the Vendor's technical proposal and a cost evaluation. This is referred to as a best value procurement. Through their proposals, Vendors offer a solution to the objectives, problem, or need specified in the RFP, and define how they intend to meet (or exceed) the RFP requirements.

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

NOTE:

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

Our preference is that the Vendor's proposal response adheres to the exact numbering as listed in RFP request.

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

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

Any and all automatically generated or "robo" bids will not be considered during the bid review process.

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SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

CONTINUED ON NEXT PAGE

INSTRUCTIONS TO VENDORS SUBMITTING BIDS
(Agency Delegated Procurements Only)

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

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

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

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

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

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

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

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

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

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at the pre-bid meeting).

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

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

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

Question Submission Deadline: October 28, 2026 at 4:00 PM ET

Submit Questions to: Michelle Childers, Coordinator

Email: Michelle.Childers@k12.wv.us

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

4A. BID SUBMISSION

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

SEALED BID: Networking, Enterprise & Technologies

BUYER: Michelle Childers, Coordinator

SOLICITATION NO.: ARFP EDD2700000001

BID OPENING DATE: November 30, 2026

BID OPENING TIME: 2:00 PM ET

FAX NUMBER: N/A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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SECTION THREE: GENERAL TERMS AND CONDITIONS

CONTINUED ON NEXT PAGE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☒ **Term Contract**

Initial Contract Term: This Contract becomes effective on _____ upon award _____ and the initial contract term extends until one (1) year _____.

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

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

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

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

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

☐ **Other:** See attached.

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

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

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

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

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

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

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

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

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

☒ WV Contractor License

☐

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

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

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of:

\$4,000,000.00 per occurrence.

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

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

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

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

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

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

☐ _____ for _____

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Printed Name and Title)

(Address)

(Phone Number) / (Fax Number)

(E-mail address)

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

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

(Company)

(Signature of Authorized Representative)

(Printed Name and Title of Authorized Representative)

(Date)

(Phone Number) (Fax Number)

Revised 02/10/2025

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.:

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| ☐ Addendum No. 1 | ☐ Addendum No. 6 |
| ☐ Addendum No. 2 | ☐ Addendum No. 7 |
| ☐ Addendum No. 3 | ☐ Addendum No. 8 |
| ☐ Addendum No. 4 | ☐ Addendum No. 9 |
| ☐ Addendum No. 5 | ☐ Addendum No. 10 |

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

Company

Authorized Signature

Date

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

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Education, Purchasing Section, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Education, Purchasing Section, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

(2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES:

(2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

- b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

- c. Definitions: For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3, this contract includes the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

6. DAVIS-BACON WAGE RATES:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

West Virginia Department of Education

Vendor Name:

By: _____

By: _____

Printed Name: Michele Blatt

Printed Name: _____

Title: State Superintendent of Schools

Title: _____

Date: _____

Date: _____

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5

§ 148-1-5. Remedies.

Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

☒ – Not Applicable Because Contract Not for Construction

☐ – Federal Prevailing Wage Determination on Next Page

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not allow a vendor to perform work on a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the state agency prior to beginning work under a contract and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: _____ Address: _____

Name of Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

☐ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

☐ Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

☐ Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

☐ Check here if none, otherwise list entity/individual names below.

Signature: _____ Date Signed: _____

Notary Verification

State of _____, County of _____:

I, _____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this _____ day of _____, _____.

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

Revised April 1, 2022

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SECTION FOUR: PROJECT SPECIFICATIONS

4.1. Location:

The Agency is located in the State Capitol Complex, Building 6, 1900 Kanawha Blvd., East, Charleston, WV 25305-0330. The products and services will be provided to the Agency and each applicable Local Education Agency (LEA), which currently consists of 55 local county boards of education, 7 Multi-County Vocational Centers (MCVCs), 3 Educational Service Cooperatives (ESCs), 8 Charter schools, and 2 state school districts.

4.2 Background and Current Operating Environment:

West Virginia's K-12 educational system has the following characteristics:

- Statewide enrollment of more than 250,000 students
- 57 Local Educational Agencies (LEAs), including 55 Counties/districts, Institutional Education Programs and the WV Schools for the Deaf and Blind
- 8 Charter Schools located statewide
- Approximately 850 entities which include rural, urban and suburban schools, related annexes, non-instructional sites and various schools and libraries throughout the state.
- Approximately 40,000 full-time staff, including approximately 20,000 teachers

Over the past five years, West Virginia school districts, local boards, and the State Agency has purchased over \$31.5 million dollars in products. This information is provided to help Vendors estimate potential sales volume in West Virginia, however, we cannot guarantee any dollar amount. This contract serves to promote and pass on savings to each entity while utilizing the E-Rate program for funding.

Purchases in this contract may occur in the following ways:

- Agency-level purchases for the direct use of West Virginia Department of Education.
- Eligible political subdivisions, local governments, county school districts, and authorized State entities purchasing under this contract as permitted by applicable law.
- Charter Schools may purchase as permitted by applicable law.

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4.3 Glossary of RFP Terms and Product Categories:

Glossary Terms:

"Agency" The West Virginia Department of Education.

"Applicant or Eligible Entity" is a specific school, school district, library, library system, or authorized consortium that meets strict non-profit, K–12 grade-level, and state-law criteria to receive discounted telecommunications and internet access when filing applications under the E-Rate program.

"BOM" means Bill of Materials. It is the detailed line-item list of all hardware, software, cabling, and professional services required for a network or telecommunication project. Vendors and Applicants use it to separate eligible from ineligible costs on E-Rate project bids/quotes.

"Catalog", "MSRP", "VAP" The vendor's current, publicly available commercial price list or catalog in effect at the time of order.

"Catalog Discount Rate" The guaranteed minimum percentage by which the MSRP/VAP Price is reduced to arrive at the Contract Price.

"Contract Price" The price paid by the Agency, equal to the MSRP Price in effect at time of order, less the applicable Catalog Discount Rate, or any lower available price.

"ESL" means Eligible Services List, and it is an official annual document released by the Federal Communications Commission (FCC) that explicitly defines which specific technology products, equipment, and services qualify for universal service discounts for schools and libraries in the E-Rate program.

"EPC Portal" is the digital account and application management portal used for the federal Schools and Libraries (E-Rate) program. Maintained by the Universal Service Administrative Company (USAC), it is the centralized platform where schools, libraries, consultants, and service providers handle the entire lifecycle of E-Rate funding.

"E-Rate" means the commonly used name for the Schools and Libraries Program administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC).

"FCC" means Federal Communications Commission

"FCC Form 471 Bulk Upload" is an offline spreadsheet tool provided by USAC that lets Applicants import large sets of funding request line items and equipment data all at once rather than typing them manually into the EPC Portal.

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“FCDL” means the Funding Commitment Decision Letter. This is issued by the Universal Service Administrative Company (USAC) and it notifies schools and libraries whether their funding requests (Form 471) have been approved.

“F.O.B. Delivered/Destination Shipping” means Free On Board or Freight On Board. The shipping costs are borne by the seller and any responsibility for the product stays with the seller until the item arrives at the specified shipping address.

“FRN” means Funding Request Number, and it is a unique number assigned by USAC to track individual line items for each project/request on the E-Rate application.

“IDF” means Intermediate Distribution Frame and is a secondary local distribution point which branches off the MDF main to connect end-user devices in specific floors or areas.

“Lowest Corresponding Price (LCP)” means the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular school, library, or library consortium for similar services.

“Manufacturer or OEM” A manufacturer, distributor, or reseller authorized by the Prime Vendor to supply products under this Contract. The Prime Vendor bears full responsibility for manufacturer performance.

“MDF” means Main Distribution Frame and is the central brain or main hub of a building's network. It connects the facility to external internet providers.

“Mini-Bid” A secondary competitive solicitation issued among Manufacturers by the applicant for a specific order or project according to E-Rate guidelines, enabling the most favorable LCP pricing.

“MSRP” stands for Manufacturer suggested retail price.

“Open-End Contract” A contract for quantities actually ordered on an as-needed basis, without guaranteed purchase volumes.

“PIA” means the Program Integrity Assurance unit within USAC who audits 470 and 471 applications for any errors or omissions.

“Prime Vendor or Vendor” The single awarded Vendor serving as sole contract manager, point of contact, and fulfillment coordinator for all orders under a given award. The State contracts solely with the Prime Vendor.

“RCDD” means Registered Communications Distribution Designer. This is a top-level professional certification for designing, building, and maintaining telecommunications and data network

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infrastructure. Awarded by BICSI, an RCDD experts plan structured cabling, wireless systems, and data centers for buildings.

“Red Light Rule” means the FCC shall withhold action on any request for benefits made by an Applicant or service provider that is delinquent in its non-tax debts owed to the FCC. USAC can dismiss any outstanding requests for funding if a service provider has not paid an outstanding debt or made otherwise satisfactory arrangements within 30 days of being notified.

“SAM.gov” means the System for Award Management system. This is the official federal platform required by the Universal Service Administrative Company (USAC) to validate banking data, manage entity registrations, and issue Universal Service Fund (USF) reimbursements or disbursements.

“Service Substitution” is an approved post-commitment change (after funding approval) replacing a product or service listed on a FCC Form 471 application with new, similar product or service. This process allows schools and libraries to update discontinued equipment after receiving a Funding Commitment Decision Letter.

“SPIN” means Service Provider Identification Number.

“UEI Number” means the Unique Entity Identifier from the SAM.gov website. This number is assigned to each Applicant for any reimbursements from USAC.

“USAC” means Universal Service Administrative Company

“VAP” means Vendor’s advertised price

“WAP” means Wireless Access Point, and it is a networking device that bridges wireless Wi-Fi devices to a wired local area network. It plugs into a router or switch with an Ethernet cable and creates a wireless signal so phones, laptops, and smart gadgets can connect to the internet.

Categories of Service on Contract:

#	Categories of Service
1	Wired LAN Equipment (Routers, Switches – Copper & Fiber)
2	Wireless LAN Equipment (Access Points, Wireless Controllers)
3	Network Security (Firewalls, UTM, NAC)
4	Antennas, Connectors & Internal Broadband Components
5	Uninterruptible Power Supply (UPS) / Battery Backup
6	Servers (Rack, Blade, Tower)

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7	Storage (On-Premise SAN/NAS, Network Attached Storage)
8	Virtualization Software & Hyperconverged Infrastructure
9	Network Management Software & Licenses
10	Racks, Cabinets & Physical Infrastructure
11	Copper - Structured Cabling (Cat6/Cat6A, Plenum & Non-Plenum)
12	Fiber Optic - Structured Cabling (Single-Mode & Multi-Mode)
13	Extended Warranties & Manufacturer Support Contracts
14	Professional / Installation Services (Block Hours)
15	Security Equipment (such as Access Controls Systems/related hardware, Security Cameras)
16	Communications Equipment (Phone systems)
17	Content Filtering (network/web filtering services)
18	Cyber Security Solutions and Renewals

Key Concept: A catalog discount price contract is NOT a fixed unit price list. Vendor commits to a guaranteed minimum discount percentage off their current published MSRP/VAP price. The actual purchase price at time of order is the “catalog price or MSRP/VAP” in effect at the initial quote and/or mini bid, less the discount committed.

4.4. Qualifications and Experience: Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems similar to those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, and descriptions of past projects completed.

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

4.4.1.1. Vendor Profile and Qualifications

Provide information regarding the company (legal business name or doing business as) and include the following:

4.4.1.1.1 Contact information such as business address, phone, and other office locations,

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4.4.1.1.2 Years in operation,

4.4.1.1.3 Business structure and state of incorporation or registration,

4.4.1.1.4 Ownership structure or parent company relationship and number of employees overall,

4.4.1.1.5 List of individuals who will be working on the project, including:

4.4.1.1.5.1 Qualifications and experience completing similar projects.

4.4.1.1.5.2 Copies of any staff certifications, degrees, and resumes applicable to this project.

4.4.1.1.6 Include disclosures of any contract terminations and litigation in the past 3-5 years.

4.4.1.2. Contract Management Experience

Prior experience developing and successfully implementing projects for a statewide educational agency within the past 5 years. Provide a description of 2 (two) successful implementations in educational environments in states or districts of comparable size and scope and provide references of such projects. For each implementation, include at a minimum:

4.4.1.2.1 Contact person name, title, business address, phone number and email address;

4.4.1.2.2 List the agency or agencies and/or school system using the system;

4.4.1.2.3 Description of project/services that align to this RFP;

4.4.1.3 E-Rate Experience

Vendor shall describe its experience providing products and/or services under the FCC's E-Rate (Schools and Libraries) Program, including the following information:

4.4.1.3.1 The number of years participated as an eligible Service Provider,

4.4.1.3.2 A summary of prior or current contracts with K-12 school districts, libraries, or state education agencies involving E-Rate eligible goods and services.

4.4.2 Mandatory Qualification/Experience Requirements: The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the mandatory requirements and includes any areas where it exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification.

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- 4.4.2.1. The Vendor must have at least five (5) years of experience implementing and managing projects comparable in scope and complexity for a statewide educational agency.
- 4.4.2.2. The Vendor must possess a valid Service Provider Identification Number (SPIN).
- 4.4.2.3. The vendor must possess a valid and active Service Provider Annual Certification (SPAC) to be renewed annually by June 30th to participate in the E-Rate program throughout the term of the awarded Contract.
- 4.4.2.4. The Headquarters and primary fulfillment locations must be located within the continental United States and Vendor must have an office in West Virginia.
- 4.4.2.5. The Vendor must maintain a dedicated account team with sufficient staff to respond to Agency inquiries within one (1) business day.
- 4.4.2.6. The Vendor Installation staff must meet applicable State background check requirements under 18-5-15c(e) of WV Code before entering any State facility and/or county school.
- 4.4.2.7. The Vendor must have experience with a minimum of two (2) comparable implementations in educational environments. The implementations must have been completed for a state education agency, school district(s), or comparable educational entities of similar size.
 - 4.4.2.7.1. For each of the two implementations identified in 4.4.2.7, the Vendor will describe their overall implementation plan. This shall include an overall timeline, milestones to hit, and any problems encountered during the process and how the issue(s) was resolved.

- 4.5 Project Goals:** Vendor should describe its proposed approach and methodology for providing the services and meeting the goals/objectives identified below. Vendor's response should include sufficient detail to demonstrate how the proposed approach will satisfy the requirements.

Important Notes:

- Incomplete or poorly identified responses may result in point deductions at the sole discretion of the WVDE.
- All supporting documentation requested in this RFP should be submitted with the proposal. Failure to include required documents may negatively impact the evaluation of the proposal.
- Vendors should provide clear and verifiable proof of their ability to meet the specifications and achieve the goals listed in this RFP.

- 4.5.1 Goals and Objectives:** The project goals and objectives are listed below.

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4.5.1.1 Transition and Implementation Approach

4.5.1.1.1 Contract Transition-In

Describe your plan for transitioning services at contract start. Include the implementation timeline, key milestones, assigned personnel, communication approach, knowledge transfer activities, and strategies to ensure uninterrupted service during the transition.

4.5.1.1.2 Contract Transition-Out

Describe your plan for transitioning services upon contract expiration or termination. Include key activities, timelines, transfer of data and documentation, knowledge transfer, completion of outstanding work, and measures to ensure continuity of services during the transition.

4.5.1.2 Authorized Reseller Status, Product Fulfillment, and Subcontractor Management

4.5.1.2.1 Provide information about the manufacturers and resellers you currently have relationships with and are authorized to sell.

4.5.1.2.1.1 Provide a brief overview of the products, solutions, and services offered by each manufacturer or reseller.

4.5.1.2.2 Describe your organization's financial capacity to provide the required products and services, maintain contract performance during delayed payment cycles, and carry significant accounts receivable associated with large public sector contracts. Disclose any bankruptcy, insolvency, receivership, or debt restructuring proceedings within the past five years and provide documentation supporting your financial stability and ability to perform this contract.

4.5.1.2.3 Provide a brief description about the subcontractor(s) you will be using on this contract, including any relevant experience that qualifies the subcontractor(s) in the performance of this contract.

4.5.1.3 Customer Support, Reporting, and Account Management

4.5.1.3.1 Describe the customer support model and account management structure as it pertains to this contract, including the following:

4.5.1.3.1.1 Detail designated account representative assigned to service West Virginia county school districts.

4.5.1.3.1.2 Provide the hours of availability for customer support.

4.5.1.3.1.3 Describe the escalation procedures for any issues or problems, and

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the average response/resolution times for support inquiries.

4.5.1.3.1.4 Describe reporting capabilities and confirm ability to accommodate ad hoc reporting requests.

4.5.1.3.1.5 Describe how Vendor manages ongoing account relationships throughout the contract term, including processes for resolving disputes and handling order or billing discrepancies.

4.5.1.3.1.6 Describe the reporting software used to track and manage all projects and any additional software programs used in conjunction with this project.

4.5.1.4 E-rate Program Administration

4.5.1.4.1 The vendor shall describe their experience supporting E-rate funded projects and demonstrate knowledge of current E-rate rules, FCC requirements, USAC procedures, eligible services, competitive bidding requirements, invoicing processes, document retention obligations, and compliance monitoring.

4.5.1.4.2 In addition, to demonstrate knowledge of the E-Rate Mini-Bid process, the Vendor will respond to the following scenario with the appropriate steps and actions required to conduct a Mini-Bid E-Rate process with a County. Please include each step of the process and any requirements you must keep in mind to facilitate the project from beginning to end.

4.5.1.4.2.1. Scenario: County A requires new components for one of their schools. They currently have Cisco brand equipment for their network. They are requesting a new switch (24 port 10/100/1000Base-T PoE+ and all it includes) and 10 new Access Points with drops. This will be a standard installation with no obstacles during the installation. The Vendor will provide detailed steps from start to finish (invoicing) on how this process will be accomplished with the Manufacturers you currently have agreements.

4.6 Mandatory Requirements: The following mandatory requirements must be met by the Vendor as a part of the submitted proposal. Failure on the part of the Vendor to meet any of the mandatory specifications shall

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result in the disqualification of the proposal. The terms “must,” “will,” “shall,” “minimum,” “maximum,” or “is/are required” identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the Purchasing Section. Mandatory deliverables are defined as those services/milestones, etc. that the successful vendor shall provide after award and execution of the contract.

- 4.6.1.** The Vendor shall comply with all applicable E-Rate program rules, regulations, reports and orders, all FCC and USAC requirements, including invoicing and documentation requirements associated with E-Rate funding.

Catalog Discount Pricing Mandatories:

- 4.6.2.** The Vendor’s published MSRP/VAP at the time of quote is the price baseline. This quote will be used during E-Rate’s required Mini-Bid process for comparison of manufacturer brands/costs. The Vendor must include all fees and costs within the quote and breakout eligible and ineligible E-Rate charges.
- 4.6.3.** The Contract Price is the MSRP/VAP less the guaranteed Catalog Discount Rate committed in Exhibit A.
- 4.6.4.** The purchase price used in the Mini-Bid evaluation holds for 45 days after applicant receives the FCDL from USAC for E-Rate funding.
- 4.6.5.** The Contract Price must never exceed the price the Manufacturer offers to any other State or local government entity for the same products in comparable quantities.
- 4.6.6.** If the Manufacturer offers promotional pricing, limited-time sales, or volume discounts lower than the Contract Price, the Manufacturer must extend those prices to the Agency for that period.
- 4.6.7.** Vendors must be aware that invoiced E-Rate pricing must comply with the Federal Communications Commission (FCC) Lowest Corresponding Price (LCP) requirement which states that Manufacturers will not charge an E-Rate Applicant a price above the LCP that the vendor charges to similarly situated non-residential customers for services or equipment.
- 4.6.8.** Prices shall be quoted as “F.O.B. Delivered/Destination” to each Eligible Entity with transportation charges prepaid. Delivery/Destination will consist of dock, street level,

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and/or lift gate delivery methods as determined by the Eligible Entity. Other F.O.B. terms may not be accepted.

4.6.9. A sample market basket of Manufacturer products must be completed in Excel format according to the requirements below and in Exhibit A.

4.6.9.1. Pricing is for a single unit (quantity 1), which includes FOB Destination shipping. Provide the MSRP/VAP price pre-discount.

4.6.9.2. Identify all products provided in the market basket as E-rate eligible vs. ineligible and their E-Rate percentage of eligibility (if applicable).

4.6.9.3 Include the total Catalog Discount Percentage off MSRP/VAP available from the Manufacturer.

4.6.10. Any new products or models that become available and added to the Manufacturer's product catalog are automatically added to the contract provided they fall within an approved category.

Contract and Administrative Mandatories:

4.6.11. If Vendor's primary contact were to change, Vendor must notify Agency within one (1) business day.

4.6.12. The Prime Vendor must notify the Agency in writing within 5 business days of any change in a Manufacturer status during the contract term. The Prime Vendor must monitor Manufacturer performance and is accountable for all Manufacturer acts, omissions, and errors.

4.6.13. The State reserves the right to reject any proposed Manufacturer and/or Sub-Contractor for any reason.

4.6.14. The Prime Vendor is solely responsible for the performance of any Sub-Contractors it engages and shall be liable for all costs, damages, or deficiencies resulting from their work in the schools and/or facilities.

4.6.15. The Vendor will provide a reporting/tracking system so at any point the Agency and/or Eligible Entity can receive a status update of where they are in the process of ordering, installation, testing, or final phase.

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- 4.6.16.** The Vendor must maintain complete records of all items and transactions under this Contract for a minimum of ten (10) years for audit purposes and respond within one week upon request from Agency, FCC, USAC, or other official agency.
- 4.6.17.** Vendor quotes, BOMs, and/or invoices must include the manufacturer name, model number, product name and description, the MSRP price at time of order, applicable discount rate, the final discounted contract price (with included discount percentage), E-rate eligible or ineligible percentages, and other E-Rate requirements as required by USAC.
- 4.6.18.** The Vendor must comply with the WV State Tax Department's code section, WV Code 11-15-9(a)(3), "sales of property or services to this state, its institutions or subdivisions... are exempt from the Consumer Sales and Service Tax". Additionally, no Use Tax or Federal Excise Tax is to be included in the Bid or resulting Contract pricing.
- 4.6.19.** Vendor must maintain and enforce an internal E-Rate compliance review and audit process to ensure compliance with all E-Rate program rules and regulations, including ensuring that:
 - 4.6.19.1.** Ineligible charges are not submitted to USAC
 - 4.6.19.2.** Invoices align with the Form 471 Bulk Upload, FCDL, FRN(s), approved quote, purchase order, and installed/delivered equipment and services.
 - 4.6.19.3.** Products or services are not provided without the Applicant's express written authorization or purchase order.
- 4.6.20.** The Vendor will provide a fixed asset inventory list for all E-Rate supported and/or installed equipment, including manufacturer, model number, serial number, product description, building/school location, room/closet location, and other details as required by the E-Rate program.
- 4.6.21.** All records shall be subject to inspection and audit by the Applicant, Agency, State E-Rate Coordinator, USAC, FCC, or other authorized reviewers.
- 4.6.22.** A Registered Communications Distribution Designer (RCDD) must review and sign off on all cable infrastructure projects.
- 4.6.23.** All damages to existing facilities caused by any Manufacturer, Sub-Contractor, or the Prime Vendor shall be the Prime Vendor's responsibility and will be repaired at their expense.
- 4.6.24.** Prime Vendor may offer Block hours to install, troubleshoot, or assist in anyway with E-Rate project completion. As each project is different and total required Block hours are

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unknown, the Prime Vendor shall estimate the anticipated needs of the project and assign a set amount of Block hours for the project.

- 4.6.25.** The Vendor will affix durable and clearly readable labels to all installed E-Rate eligible equipment in a conspicuous location. Labels should align with district standards and E-Rate requirements and must include:
 - 4.6.25.1.** Installation date
 - 4.6.25.2.** Funding Year
 - 4.6.25.3.** Funding Request Number (FRN)
 - 4.6.25.4.** Purchase Order (PO) Number
 - 4.6.25.5.** Equipment Serial Number
- 4.6.26.** The Vendor must provide a complete inventory of installed equipment, including all E-Rate required data and any additional information reasonably required by the Applicant for fixed asset tracking and E-Rate document retention.
- 4.6.27.** The Vendor shall provide configuration documents, as-built documents, or other installation records sufficient to confirm what equipment was installed, where it was installed, and how the installed equipment aligns with the approved quote, purchase order, funding request, and scope of work.
- 4.6.28.** The Vendor will ensure all installed equipment, quantities, locations, model numbers, serial numbers, and related costs align with the approved quote, purchase order, applicable FRN(s), FCDL, and Vendor invoices.
- 4.6.29.** The Vendor must identify and obtain written Applicant approval in a Change Order Log for any substitutions, deviations, quantity changes, location changes, or other modifications from the approved equipment list, quote, or scope of work before proceeding. The Change Order log is the only document where all changes to the project should be recorded. Where E-Rate approval is required, the substitution or change must be approved through the E-Rate Service Substitution process before equipment is ordered, invoiced, or claimed for E-Rate reimbursement.
- 4.6.30.** The Vendor must complete post-installation testing for 30 days and provide dated, written confirmation the equipment is operational. The final date will be utilized by the Applicant and Vendor as the official installation date for invoicing purposes.
- 4.6.31.** All documentation must be complete, accurate, and acceptable to Applicant, and must support E-Rate compliance, asset tracking, and audit requirements.

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- 4.6.32.** For any cabling installation services, the Vendor shall provide comprehensive cable documentation, including:
- 4.6.32.1.** As-built diagrams showing cabling drops, counts, and locations.
 - 4.6.32.2.** Identification of associated closets, patch panels, and faceplates
 - 4.6.32.3.** Cable test results with a certification report for each drop and reference back to each closet and faceplate.
- 4.6.33.** Vendor shall not invoice for equipment or services until they have been delivered, installed where applicable, accepted by the Applicant after a 30-day post installation period, and eligible for invoicing under E-Rate rules.
- 4.6.34.** Vendor must provide complete audit documentation packets to Eligible Entity at the time of final payment to include at a minimum:
- 4.6.34.1.** Scope of Work overview
 - 4.6.34.2.** Updated Map of Facilities
 - 4.6.34.3.** Bill of Materials (BOMs)
 - 4.6.34.4.** Quotes from all Manufacturers for the Mini-Bid process
 - 4.6.34.5.** Change Order Log documentation
 - 4.6.34.6.** Packing slips for received products
 - 4.6.34.7.** Warranty Information
 - 4.6.34.8.** Cablers tests, assurances, and final documentation
 - 4.6.34.9.** Electronics testing reports and final documentation
 - 4.6.34.10.** Installation or acknowledgements for project details
 - 4.6.34.11.** Invoices
 - 4.6.34.12.** Asset Inventory for all new products (including serial numbers)
- 4.6.35.** For E-Rate funded purchases using SPI billing, Vendor must be responsible for timely, accurate, and compliant SPI invoicing and shall not seek payment from the Applicant for the E-Rate discount share if reimbursement is denied, reduced or delayed due to vendor error, omission, failure to timely invoice, or noncompliance.
- 4.6.36.** Invoicing and payments must be completed in accordance with the FCC Obligation to Pay requirements.
- 4.6.37.** All E-Rate funded equipment and/or services will be delivered and installed within the applicable funding year or the approved service delivery period.

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4.6.38. An Installation Report for all E-Rate funded projects detailing the exact point in the installation process must be provided monthly to the State E-Rate Coordinator.

4.6.39. Ad hoc reports must be provided within 5 business days of request.

Mini-Bid Mandatories:

4.6.40. Prime Vendor will review the Needs Assessment Form submitted by Eligible Entity to begin the E-Rate Mini-Bid process.

4.6.41. Prime Vendor will confirm a Walkthrough date/time of the facilities in which a County and Vendor representative must be present unless a waiver form is submitted.

4.6.42. The Needs Assessment Form and Walkthrough Checklist Form must utilize an online automated process for form information transfer and completion for each project. The Prime Vendor will create and utilize with the Agency's assistance; a Power Automate or similar program for project planning and final approval requirement review.

4.6.43. If the Walkthrough is waived, the Prime Vendor will review the Contract Discount Catalog for required products and services and create a quote/bid from the approved manufacturers on the contract within seven days (7) of receiving final approval of the Walkthrough Checklist Form.

4.6.44. If more than one Manufacturer bids on a project, a Mini-Bid must commence per E-Rate requirements.

4.6.45. The Eligible Entity will award the winning Manufacturer within seven days (7) of receiving the bids/quotes from Prime Vendor. The County will save the completed Evaluation Form to SharePoint and alert the Vendor of a decision.

4.6.46. With the winning Manufacturer selected after Mini-Bid, the Prime Vendor shall forward the FCC Form 471 Bulk Upload File for use in the 471-application filing process within one week.

4.6.47. After Eligible Entity is funded by USAC via an FCDL, Prime Vendor shall forward a Configuration Packet for signature within seven days. This will include:

4.6.47.1. The Manufacturer configuration and/or list of materials for each school/facility project,

4.6.47.2. A cost breakdown by school/facility which includes the total project costs,

4.6.47.3. The Eligible Entity portion of costs (non-discount share) per their discount level,

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- 4.6.47.4.** The E-Rate costs which will be reimbursed to the Vendor,
- 4.6.47.5.** The Funding Request Number (FRN) related to the requested funding project.
- 4.6.47.6.** The packet will also include the total amount of the Purchase Order (PO) requested by Prime Vendor for equipment order so work may begin on the project.
- 4.6.48.** The Eligible Entity must provide the Purchase Order (PO) to the Prime Vendor within thirty-five (35) days after receipt of the Configuration Packet from Vendor.
- 4.6.49.** If equipment and services need adjusted on a project, a Service Substitution must be filed with USAC. All orders will commence once the Service Substitution is approved by USAC.
- 4.6.50.** Prime Vendor shall be responsible for all aspects of each E-Rate project which includes ordering, receiving equipment, installation, testing, coordination of Manufacturers and Sub-Contractors, and coordination with County for any questions, concerns, or information about the project.
- 4.6.51.** Mini-Bid responses are not amendments to the underlying Contract; they only apply for each specific order for the County.
- 4.6.52.** Prime Vendor must receive and store all products at their facility until such time as installation can move forward once all products for a project are received unless prior arrangements are made by the eligible entity.
- 4.6.53.** The Vendor shall identify and complete all E-Rate eligibility percentages, service categories, and pricing information. The Vendor certifies compliance with 47 CFR §§ 54.9 and 54.10 and the current FCC Eligible Services List. Equipment, services, components from Huawei Technologies Company, ZTE Corporation, or any other company designated by the FCC as posing a national security risk under the Secure and Trusted Communications Networks Act may not be proposed, provided, or utilized in the performance of this contract.
- 4.6.54.** Consistent with FCC E-Rate competitive bidding requirements and USAC's Free Services Advisory, Vendors shall not offer, provide, advertise, or imply the availability of free products, services, equipment, licenses, subscriptions, training, support, rebates, credits, or other things of value directly to the E-Rate Applicant in connection with an E-Rate funded purchase, except as expressly permitted under FCC E-Rate rules. Accepted value-adds

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must not be used to reduce, offset, rebate, or otherwise satisfy any non-discount share or other payment obligation by the Applicant.

- 4.6.55.** Warranty costs for up to three years may be included as eligible as long as the warranty costs are seamlessly bundled and not broken out separately.

SECTION FIVE: VENDOR PROPOSAL

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

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

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

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

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

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

- 5.3.4 Exhibit A & B Cost Sheet Instructions:** Because this RFP will result in an award to one Prime Vendor, Vendors are encouraged to provide comprehensive coverage of the manufacturers, product categories, and services identified in Exhibits A and B. The Vendor's Exhibit A Total Bid Amount will be used for the cost evaluation, while the Vendor's overall proposed coverage will be evaluated in accordance with the applicable technical evaluation criteria. A "No Bid" entry indicates the Vendor is not proposing that product, manufacturer, or category.

5.3.4.1 Exhibit A – Evaluation Cost Sheet:

Exhibit A is a market basket/sample of products and services used to evaluate and compare Vendor pricing. Vendors must complete the applicable pricing fields, including MSRP, Percent off MSRP, E-Rate Eligible %, and Contract Price. Pricing

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shall be based on a quantity of one (1), including F.O.B. Destination shipping, where applicable. The Bid Amount calculated in Exhibit A will be used as the Vendor's total bid amount for the cost evaluation. The items included are for evaluation purposes and do not represent guaranteed purchases or quantities under the resulting open-end contract.

5.3.4.2 Exhibit B – Discount Sheet

Exhibit B identifies the Vendor's Percent off MSRP/VAP by manufacturer and category. Vendors shall complete each applicable manufacturer/category and may identify additional manufacturers in the "Other" fields. The Percent off MSRP/VAP entered in Exhibit B Discount Percent, will automatically transfer to Exhibit A Cost Sheet for the appropriate categories when bid. Please review your proposed discount percentage has transferred correctly when reviewing your Cost Sheet information. For Professional/Installation Services, Vendors shall provide hourly rates rather than percentage discounts.

5.4 Proposal Submission: Proposals must be received in **two distinct parts**: technical and cost.

- **Technical proposals** must not contain any cost information relating to the project.
- **Cost proposal** shall be sealed in a separate envelope and will not be opened initially.

Vendor is to provide ONE (1) original technical and ONE (1) original cost proposal.

All proposals must be submitted to the WVDE, Purchasing Section **prior** to the date and time stipulated in the RFP as the closing date and time. All bids will be dated and time stamped to verify official time and date of receipt. All submissions must be in accordance with the provisions listed below and in Section Two: Instructions to Bidders Submitting Bids above. **Bids will not be considered if they are received after the closing date and time.**

SECTION SIX: TECHNICAL AND COST BID OPENING

6.1 Technical Bid Opening: The Purchasing Section will open and announce only the technical proposals received prior to the date and time specified in the Request for Proposal. The technical proposals shall then be provided to the Agency evaluation committee.

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NOTE: Vendors must NOT disclose any pricing or cost information in your technical proposal.

This will be grounds for disqualification.

6.2 Cost Bid Opening: The Purchasing Section shall schedule a date and time to publicly open and announce cost proposals when the Purchasing Section has approved the technical recommendation of the evaluation committee. All cost bids for qualifying proposals will be opened. Cost bids for non-qualifying proposals will also be opened but shall not be considered. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award.

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

SECTION SEVEN: EVALUATION AND AWARD

7.1 Evaluation Process: Proposals will be evaluated by a committee of three (3) or more individuals against the established criteria with points deducted for deficiencies. The Vendor who demonstrates that they meet all of the mandatory specifications required; and has appropriately presented within their written response and/or during the oral demonstration (if applicable) their understanding in meeting the goals and objectives of the project; and attains the highest overall point score of all Vendors shall be awarded the contract. The WVDE reserves the right to contact any Vendor to clarify or elaborate on the proposal. The selection of the successful Vendor will be made by a consensus of the evaluation committee.

7.2 Evaluation Criteria: Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. The technical evaluation will be based upon the point allocations designated below for a total of 70 of the 100 points. Cost represents 30 of the 100 total points.

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

- | | |
|---|---------------------------|
| • Qualifications and experience | 10 Points Possible |
| • Transition and Implementation Approach | 5 Points Possible |

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- | | |
|--|----------------------------------|
| • Authorized Reseller Status, Product Fulfillment, and Subcontractor Management | 20 Points Possible |
| • Customer Support, Reporting, and Account Management | 10 Points Possible |
| • E-rate Program Administration | 25 Points Possible |
| • Cost | <u>30 Points Possible</u> |
| Total Proposal Score: | 100 Points Possible |

7.3 Technical Evaluation: The Agency evaluation committee will review the technical proposals, deduct points where appropriate, and make a final written recommendation to the Purchasing Section.

7.4 Proposal Disqualification:

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

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

7.5 Cost Bid Opening: The Purchasing Section will schedule a date and time to publicly open and announce cost proposals after technical evaluation has been completed and the Purchasing Section has approved the technical recommendation of the evaluation committee. Once opened, the cost proposals will be provided to the Agency evaluation committee for cost evaluation.

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

NOTE: The pricing page/Cost Sheet is to be submitted in a separately sealed envelope with the Vendor’s response.

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- 7.6 Cost Evaluation:** The Agency evaluation committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein and make a final recommendation to the Purchasing Section.

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

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

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

Example:

Proposal 1 Cost is \$1,000,000

Proposal 2 Cost is \$1,100,000

Points Allocated to the Cost Proposal is 30

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

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

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

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

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

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

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Exhibit A & B: Cost Proposal Form

The Vendor's Cost Proposal Form should be submitted in a separate sealed envelope. Cost should be clearly marked.

Vendors must realize that the quantities, when provided, are estimates and will be used in the evaluation of the RFP. However, it is the intent of the RFP that this contract be awarded as an open-ended contract. The actual quantities needed are anticipated to fluctuate and are unknown at this time. The Vendor's rate will be established as a result of this award, but the quantity of items needed may be considered open-ended, to be authorized in advance by the Agency. Invoices will only be processed as deliverables are completed and accepted by the Agency. The Agency will not be responsible for any cost not identified.

VENDOR'S SECTION:

Vendor: _____

Address: _____

Phone: _____

E-mail: _____

Representative Name: _____

Signature: _____

Date: _____