



PURCHASING AND INVENTORY DEPARTMENT

Contracting, Fixed Assets, Warehousing, Textbooks
1403 Honaker Avenue, Princeton, West Virginia
Edward T. Toman, Superintendent

REQUEST FOR PROPOSAL #336

Broadband Service

The Mercer County Board of Education invites proposals for providing broadband service. Proposals must be in accordance with the provisions, specifications, and instructions set forth herein. Our signed bid form must be returned in an envelope clearly marked RFP #336. Faxed copies are unacceptable.

Proposals will be opened as follows:

PLACE: Main Conference Room
1403 Honaker Avenue
Princeton, West Virginia 24740

DATE: March 4, 2025

TIME: 2:00 p.m.

Please read our enclosed proposal conditions carefully. The Board assumes no responsibility for oral instruction or suggestion by employee or representative. All official correspondence in regard to this proposal and its contents should be directed to and will be issued by the Procurement Specialist. Only the responding offerors will be announced at the proposal opening, not the contents of their proposal. Otherwise, no information will be given out until contract is approved by the Board. All responding offerors will be notified in writing of the Board's action to award along with details of the offeror, and contract awarded.

Dawn Green
Procurement Specialist
Mercer County Board of Education
January 29, 2025

INDEX

Request for Proposal.....	Page 3
Evaluation of Proposals.....	Page 4
Insurance Requirements	Page 5
Disclosure of Award.....	Page 6
Proposal Response Form	Page 11
Affidavit of Non-Collusion	Page 12
State of WV Purchasing Affidavit.....	Page 13
Debarment Statement	Page 14
List of Subcontractors.....	Page 15
LEA Agreement.....	Page 16
State of WV Drug-Free Workplace Conformance Affidavit	Page 17
No Bid Reply Form	Page 18
Pricing Sheets, Attachment A, B and C	Attachments

RETURN THE FOLLOWING PAGES

All the documents listed below must be submitted to validate your proposal.

Mail your proposal in sufficient time to be received by the due date and proposal opening time.

Your Proposal and Service Level Agreement (three copies).....	Page 3-4
Proposal Response Form	Page 11
Affidavit of Non-Collusion	Page 12
State of WV Purchasing Affidavit.....	Page 13
Debarment Statement	Page 14
List of Subcontractors.....	Page 15
LEA Agreement.....	Page 16
State of WV Drug-Free Workplace Conformance Affidavit	Page 17
Pricing Sheets, Attachments A, B, and C	Attachments

If installation/construction is required, the following must also return:

- Contractor's License
- Insurance Certificate
- Sub Contractor's List

REQUEST FOR PROPOSAL:

The Mercer County Board of Education (MCBOE), requests proposals for providing Wide Area Network service commencing with E-rate funding year 2025/2026 as indicated below. The existing WAN contract expires on June 30, 2025. The County reserves the right to modify the project as deemed necessary. This RFP and the winning bidder's response shall become an integral part of the resultant contract. The project must include the termination of each circuit at a switch owned and maintained by the vendor at each termination location MDF (Mercer County School District buildings) providing WAN connectivity for all Mercer County Schools' sites.

1. **PROPOSAL PRICING SUBMISSION:** Vendors are required to submit three copies of their proposals to include a description of the following topics:
 - a. **COST:** Submit a total cost for installation, if required, all one-time charges, and monthly recurring charges for USF and other fees for the initial contract period, July 1, 2025 – June 30, 2026. These costs should be listed on Attachment A
 - b. Renewal 1 and Renewal 2 pricing sheets are included as Attachment B and Attachment C.
 - c. Optional Data Transfer rates if different from requested rates, Attachment A, B, and C.
2. **PROJECT AND PROPOSAL REQUIREMENTS:**
 - a. Initial installation (non-recurring charges) if any, and monthly recurring service charges that shall be priced separately for each service location on Attachment A.
 - b. The vendor must quote a turn-key solution that will be installed, tested, fully operational, and accepted by Mercer County Schools within ninety (90) days after issue of purchase order. This should occur in order to start services by July 1, 2025. Billing should only begin once all circuits have successfully completed testing and turn-up.
 - c. In case of service interruption, the vendor must include in their quoted service price a four-hour *"back in service"* response time from the time of notification by an authorized Mercer County Schools representative during regular business hours, Monday thru Friday, 7:00 a.m. – 4:00 p.m.
 - d. Vendor must provide a Service Level Agreement (SLA) indicating the guaranteed uptime percentage for MCBOE. Vendors should also indicate if a credit will be offered, and details of such a credit, if the uptime percentage is not met
 - e. The vendor shall provide a physical and logical Network Drawing of the proposed network in Visio format and PDF format with their proposal.
 - f. One 5 and 10Gb/s minimum speed connection from the MCBOE Central Office at 1403 Honaker Avenue, Princeton, WV, 24740 to the K12 network located at Building 6 at WV State Capitol Complex, Charleston, WV, 25311 for Internet traffic from all Mercer County Schools sites to the WVDE Building 6 site. WVDE expects Mercer County Board of Education to be configured as a Layer 2 network. WVDE will provide Internet Access and IP addressing for this network.
 - g. 1 Gb/s minimum speed connections (or equivalent alternatives) for each MCBOE location as referenced in the location table. If higher speeds are available, please indicate the speed and monthly cost on Attachment A.
 - h. Description of the Vendor's commitment to meet the minimum requirements as per the Request of Proposal
 - i. Details regarding prior experience with the MCBOE.
 - j. References that can attest to the quality of technical capability and workmanship in other networks the vendor has installed.
 - k. Personnel qualifications showing certifications and years of experience.
 - l. Any environmental factors that enhance the vendor's proposal.
 - m. An explanation of the capabilities of vendors centralized network testing and trouble correction system and procedures utilized during service outage as an explanation to the four-hour "Back in Service" response time.
 - n. The vendor must allow the MCBOE representative to monitor the utilization of bandwidth and traffic flow at all switch ports at the NOC through a web interface. Please provide screenshots of the interface.

- o. All circuits in the RFP response must transport full quoted bandwidth for MCBOE use only.
- p. Specify in detail the extent, if any, of services that are intended to be provided by a subcontractor or through lease/resale.

3. **CONTRACT TERM / OPTION TO RENEW**

The contract term shall be from July 1, 2025, to June 30, 2026. This contract may be renewed at the expiration of its term by agreement of both parties. Such renewal may be for an additional year not to exceed two such renewals (three years total). Each year, during the renewal process, price drops should be included as part of the renewal process, as applicable, and included in signature documents for renewal. Any services delivered prior to receipt of the Board's written purchase order shall be at the contractor's risk.

If a facility of the Board should close, MCBOE reserves the right to cancel a circuit without termination charges or penalties during the course of the contract. The Board may also add a new service, if necessary, at a new location.

Mercer County Schools reserves the right to change any circuit to any speed specified in this RFP and in the vendor's response any time during the life of the contract with a 30 day notice to the vendor. All quoted transfer rates will be available for the life of the contract.

4. **PERIOD THAT PROPOSALS SHALL REMAIN VALID:** After the scheduled closing time for receipt of proposals, no proposal may be withdrawn for a period of **90** days.

5. **EVALUATION AND BASIS OF AWARD OF PROPOSALS**

A selection committee will review and evaluate all proposals submitted in response to this Request for Proposal. The committee will evaluate the proposals deemed to be the most highly qualified to provide the services required, rank such firms in order of preference, subject to negotiation of fair and reasonable compensation and scope of products and service offered. The selection committee shall evaluate each proposal on the basis on their response to the Scope of Proposal. Each factor is weighted as shown below:

- Total Cost: Complete installation costs, all other one-time costs, and monthly recurring costs for the period of the contract duration..... 60%
- Ability of the vendor to deliver a complete array of optional data transfer rates 20%
- Ability of the vendor to provide a turn-key solution 5%
- Ability of the district to monitor bandwidth usage and traffic flow through a web portal 5%
- Ability to provide direct fiber connection to site 5%
- Prior experience of Mercer County Schools with the respondent, technical capability and quality of work performed in other networks, qualification of personnel, environmental factors, uptime SLA 5%

Based upon the results of the Selection Committee's evaluation, vendors may be invited to make oral or written presentations to the Selection Committee for the purpose of obtaining additional information or clarifications to the submitted proposal. At the time the proposed contract is being negotiated, the vendor and the selection committee may negotiate any changes desired in the Request for Proposal if deemed in the best interest of the Board. If in the opinion of the selection committee a single vendor cannot be selected to fulfill necessary Proposal requirements, then multiple awards may be made to fulfill requirements of the Proposal for providing services to the Board of Education.

MCBOE reserves the right to award to multiple vendors, selecting portions of the vendors' solutions best suitable for County's needs.

If the selection committee is unable to negotiate a satisfactory contract with the firm considered to be the most qualified,

then that negotiation will be formally terminated. The selection committee will then undertake negotiations, following the same procedures, with the next ranked firm. This procedure will be continued thereafter until an agreement is reached and will submit their recommendation to the MCBOE for approval.

6. **APPROVAL OF PROPOSAL AND FUNDING OF THIS WORK** depends upon the approval of the MCBOE and funding approval in accordance with the guidelines of E-Rate. Upon approval by the Board, a contract will be signed with the awarded vendor subject to funding approval by E-Rate. E-Rate will approve the vendor and the alignment of funds for this project.
7. **REQUIREMENTS:** The successful Bidder will be required:
 - a. To execute a contract.
 - b. Comply with all rules and regulations of the West Virginia Workers' Compensation Fund.
 - c. Provide evidence of insurance coverage to the minimum limits required by the contract documents. (Applicable to new vendors and installations only.)
 - d. Provide a performance bond and a material and labor payment bond for 100% of the contract award. (Applicable to new vendors and installations only.)
 - e. The winning vendor will be required to have or obtain a SPIN number before the start of service and submit a Service Provider Invoice Form directly to USAC pursuant to E-rate procedures established by the federal government. The winning vendor will be required to comply with all applicable E-rate rules and regulations.
 - f. All new vendors who submit proposals that include installation costs must provide a copy of their West Virginia contractor's license at the time of the proposal opening. The West Virginia Division of Labor website for information is <https://wvclboard.wv.gov/account/forms.asp> (304) 558-7890.
8. **PERFORMANCE BOND AND PAYMENT BOND:** The vendor to whom any NEW installation contract is awarded, shall pay for, execute and deliver to the Mercer County Board of Education within ten (10) days after award or contract by Mercer County Board of Education and before signing the contract a corporate surety performance and labor and material payment bond on AIA Document A312 (or equivalent form), to be executed by a surety company listed on the most current Federal Register, Circular 570, and which is authorized to do business in the State of West Virginia and signed or co-signed by a resident West Virginia agent, and which is satisfactory to and approved by the Mercer County Board of Education in the sum of one hundred percent (100%) of the amount of the contract, insuring the full and faithful performance of the work and payment in full for all material, machinery, equipment and labor, and covering all the guarantees called for in the specifications and all other obligations arising there under.
The performance and payment bond provision will be waived for existing vendors and only applies to new vendors who must supply a backbone for a new broadband system. Should the successful bidder fail or refuse to deliver the required bond and all other contract documents, properly executed, within ten (10) days after receipt of the Mercer County Board of Education's letter of intent to award a contract, the successful bidder shall forfeit the security deposited with his proposal as liquidated damages, not as a penalty.
9. **ALLOWABLE CHARGES:**
 - a. Installation costs.
 - b. Monthly service charges priced by location.
 - c. Federal, state, and local government charges.
10. **NON-ALLOWABLE CHARGES**
 - a. Services that have not been requested under this contract and have not been approved by an authorized representative of the MCBOE.
 - b. Overcharges.

11. **TO THE EXTENT** allowed by West Virginia Code, the Board reserves the right to waive any informality or irregularity in any proposal or proposals and to reject any or all proposals in whole or in part; to reject a proposal not accompanied by the required condition of the proposal by the bidder that is in any way inconsistent with the requirements, terms and conditions of the proposal documents; to reject any condition of the proposal by the bidder that is in any way inconsistent with the requirements, terms and conditions of the proposal documents; or to reject a proposal that is in any way incomplete or irregular.
12. **REJECTION OF PROPOSALS:** The MCBOE shall have the right to reject any or all proposals and to reject a proposal not accompanied by the required proposal security, or by other data required by the proposal documents, or to reject a proposal which is in any way incomplete or irregular.
13. **LATE PROPOSALS:** Proposals received in the purchasing department after the date and time prescribed, shall not be considered and shall be returned to the vendor.
14. **ANY WORK** performed or any materials contracted prior to receipt of the Board's signed contract and purchase order shall be at the vendor's risk.
15. **DISCLOSURE OF AWARD:** Disclosure will not be made until after the Board has acted upon a proposed recommendation. All vendors will be notified in writing of the Board's action to award. Only the responding vendors will be announced at the proposal opening, not the contents of their proposal.
16. **CANCELLATION OF CONTRACT:** This contract may be canceled with a 30-day notice from the Board with no reason given. Reasons for cancellations may be:
 - a. Failure to perform or non-represented service results.
 - b. Inadequate resources to adequately manage the Board's account.
 - c. Inability to work with school personnel or to respond to inquiries and requests.
 - d. Inability to work within the school schedule.
 - e. At option of the Board.
 - f. Non-Appropriation of Funds, WV Code 11-8-26.
17. **ALL PROPOSALS** must be submitted in accordance with the proposal documents issued by the MCBOE. Proposals shall be submitted on the proposal response form found in the proposal documents.
18. **ALTERNATE PROPOSALS:** Alternate proposals on items meeting or exceeding specifications may be considered providing the vendor clearly indicate what is being offered on the proposal forms or on separate pages that are properly referenced. Evaluation of alternates will be made after the evaluation of the primary specifications of this proposal. If a conclusive evaluation of the primary specifications can be made, which wholly satisfies the needs of the board, then evaluation of alternates may not be made. Such decision not to evaluate alternates will be made based upon the available time and personnel to conduct such evaluation, and cost required for such evaluation. Evaluation of alternates does not permit an award to vendor submitting a higher quality item than the minimum required by the purchase description unless the vendor also has the proposal price evaluated lowest in accordance with the basis of evaluation for proposals set forth in the invitation for proposal.
19. **EXEMPT FROM TAXES:** Vendors shall not include the federal excise tax, transportation tax, or sales tax in prices since these do not apply to the school district.

20. **NO CONTRACTS AWARDED OR RENEWED WITH DEBTORS:** WV Code §5A-3-10a requires that no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is more than \$1,000 in the aggregate or the debtor is in employer default. All bids, contract proposals or contracts with the state or any of its political subdivisions submitted or approved shall include an affidavit that the vendor, prospective vendor or related party is not in employer default and does not owe any debt in excess of \$1,000.
21. **FINAL PAYMENT REQUIREMENTS:** According to Section 26 of State Board Policy 8200 and according to WV Code §11-10-11(d), all state county, district, and municipal officers and agents making contracts on behalf of the state or any political subdivisions thereof must withhold payment in the final settlement of any contract, until the receipt of a certificate from the tax commissioner to the effect that all taxes against the contractor have been paid or provided for.

In addition, if the contract is subject to county or municipal business and occupation taxes, the payment must also be withheld until receipt of a release from the applicable county or municipal business and occupation taxes levied or accrued against the contractor have been paid.

According to WV Code §23-1-1(c), all state, county, district, and municipal officers and agents making contracts on behalf of the state or any political subdivision thereof must withhold payment in the final settlement of any contract until the receipt of a certificate from the West Virginia Insurance Commissioner to the effect that all payments, interest, and penalties accrued against the contractor related to Workers Compensation coverage have been paid or provided for. According to WV Code §21A-2-6c all state, county, district, and municipal officers and agents making contracts on behalf of the state or any political subdivision thereof must withhold payment in the final settlement of any contract until the receipt of a certificate from the Executive Director of Workforce West Virginia to the effect that all payments, interest, and penalties accrued against the contractor related to Unemployment Compensation coverage have been paid or provided for.

22. **AWARD OF CONTRACT**

- a. The Board shall have the right to waive any informality or irregularity in any proposal or proposals received. The Board shall have the right to accept the proposal or proposals, which, in its judgment, is in its own best interest.
- b. The contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the intended awardee (i.e., the Vendor to whom the MCBOE contemplates awarding the contract) by the purchasing director of the Board. If the awarded vendor is a new vendor with installation costs, the contract shall not be deemed to have been perfected until a satisfactory surety bond equal to 100% of the contract sum has been furnished by the successful vendor, at his own expense to the Board as a guarantee of contract performance.

23. **CHANGE ORDERS:** If the awarded vendor must complete a new installation, then all requests for changes from the approved contract specifications must be submitted on **AIA G701 Change Order** form and approved by the Board prior before any additional work can proceed that would result in changes from the contract specifications that otherwise would result in claims for compensation or days added to the contract.
24. **BOARD OF EDUCATION INSPECTIONS:** Should construction/installation be a requirement, the MCBOE reserves the right to visit project at intervals deemed necessary to observe the progress of the project.

25. **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE – (APPLICABLE TO NEW VENDORS AND**

INSTALLATIONS ONLY)

In furtherance of Article II of the General Conditions, each contractor furnishing labor and materials shall furnish insurance in the following categories and for the stated minimum amounts. All insurance shall be written to show evidence of the following:

- a. Worker's Compensation / Employer's Liability
Statutory-State of West Virginia-Compensation through approved WV insurance carrier.
Employer's Liability – Limits Required:
\$500,000 – each employee, accident, aggregate
- b. Contractor's Public Liability Insurance:
\$2,000,000 – General Aggregate
\$1,000,000 – Products Complete Operations Aggregate
\$1,000,000 – Personal and Advertising Injury Limit
\$1,000,000 – Each Occurrence Limit
- c. Automobile Liability Insurance
\$1,000,000 – Per Accident, Provide "Any Auto" Coverage
- d. Excess Liability Insurance
- e. \$2,000,000 Combined Single Occurrence
\$2,000,000 Aggregate
- f. Certificate of Insurance:
The Certificate shall be prepared on "Acord" Form 25-5 (7/90) or an equivalent form.
The Certificate shall indicate that the Mercer County Board of Education is an **ADDITIONAL INSURED** under to Contractor's policy. The Contractor shall be named insured. The Certification shall be countersigned by a licensed WV Resident Agent.

26. **PERMITS AND LICENSES:** For the Mercer County Board of Education's records, submit copies of permits, licenses, certifications, inspection reports, releases, notices, receipt for fee payments, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work established by the city, county or state authorities.

27. **SUBMITTAL OF INVOICES:** **Invoices are to be sent to:**

Accounts Payable
Mercer County Board of Education
PO Box 5489
Princeton, WV 24740
Inquiries for payment can be directed to 304-487-1551, ext.1217.

28. **WORKMANSHIP WARRANTY:** The contractor shall warrant all work performed and materials used under these specifications to be free of defects for a period of one year.

29. **DISCLOSURE:** In accordance with the Freedom of Information Act found in West Virginia Code §29B-1-1 et seq. <http://www.legis.state.wv.us/wvcode/Code.cfm?chap=29b&art=1> and Mercer County Board of Education Policy D-04. Vendor's response to the solicitation and the resulting contract are considered public documents and will be disclosed to the public. Requests must be in writing and addressed to Mercer County Board of Education Superintendent.

30. **PROPOSAL DOCUMENTS REQUIRED FROM ALL VENDORS**

- a. Three copies of the proposal

- b. Proposal Response Form
 - c. Affidavit of Non-Collusion
 - d. Purchasing Affidavit
 - e. WV Statement of Good Standing
 - f. Drug-Free Workplace Conformance Affidavit
 - g. Debarment Statement
 - h. LEA Agreement
 - i. A sample copy of vendor's contract
 - j. Price Sheets
- If applicable:

- k. Certificate of Insurance
- l. Contractor's License
- m. Subcontractors List

FOLLOWING IS THE LIST OF LOCATIONS REQUIRING SERVICE. PLEASE PROVIDE PRICING FOR EACH OPTION AT EACH LOCATION ON THE ATTACHED PRICING SHEETS

	Entity Name	Physical Address	Minimum Bandwidth
1	Mercer County Board of Education	1403 Honaker Ave., Princeton, WV 24740	1 Gb/s
2	Athens Elementary School	Route 20, Athens, WV 24712	1 Gb/s
3	Bluefield High School	535 W. Cumberland Rd., Bluefield WV 24701	1 Gb/s
4	Bluefield Intermediate School	1301 Southview Drive, Bluefield, WV 24701	1 Gb/s
5	Bluefield Middle School	2002 Stadium Drive, Bluefield, WV 24701	1 Gb/s
6	Bluefield Primary School	673 W. Cumberland Road, Bluefield, WV 24701	1 Gb/s
7	Glenwood School	1734 Glenwood Park Road, Princeton, WV 24739	1 Gb/s
8	Lashmeet/Matoaka School	Route 10, Matoaka, WV 24736	200 Mb/s, 500 Mb/s
9	Melrose Elementary School	2121 Athens Road, Princeton, WV 24739	1 Gb/s
10	Silver Springs - Mercer Co. Early Learning Center - Princeton	821 Broadway St., Princeton, WV 24740	1 Gb/s
11	Mercer Co. Tech. Ed. Center	1397 Stafford Dr., Princeton, WV 24740	1 Gb/s
12	Mercer Elementary School	1200 Mercer St., Princeton, WV 24740	1 Gb/s
13	Montcalm Elementary School	Rt. 2, Box 35, Rock, WV 24747	200 Mb/s, 500 Mb/s
14	Montcalm High School	710 Simmons River Road, Montcalm, WV 24737	200 Mb/s, 500 Mb/s
15	Oakvale Elementary School	2503 Goodwins Chapel Road, Princeton, WV 24739	1 Gb/s
16	Mountain Valley Elementary	977 BluePrince Road, Bluefield, WV 24701	1 Gb/s
17	Pikeview High School	3566 Eads Mill Road, Princeton, WV 24740	1 Gb/s
18	Pikeview Middle School	3560 Eads Mill Road, Princeton, WV 24740	1 Gb/s
19	Princeton Sr. High School	1321 Stafford Dr., Princeton, WV 24740	1 Gb/s
20	Princeton Middle School	300 N Johnson St., Princeton, WV 24740	1 Gb/s
21	Princeton Primary School	180 Tiger Drive, Princeton, WV 24740	1 Gb/s
22	Spanishburg Elem School	8544 Beckley Road, Spanishburg, WV 25922	1 Gb/s
23	Straley Elementary School	810 Straley Ave, Princeton, WV 24740	1 Gb/s
24	Sun Valley Elementary School	5281 Hinton Road, Lerona, WV 25971	1 Gb/s
25	Timberwood Elementary	6097 Airport Road, Bluefield, WV 24701	1 Gb/s
26	Mercer Co. Physical Plant	376 Maple Acres Road, Princeton, WV 24739	1 Gb/s
27	Mercer Co. Dept. of Transportation	Box 209 Old Bluefield-Princeton Rd., Princeton, WV 24740	1 Gb/s
28	Mercer Co. Acad. Of Adult Learning - Princeton	195 Davis Street, Suite 108, Princeton, WV 24740	1 Gb/s
31	(NOC/Hub) Connection to South State K-12 Network Point of Presence	1900 Kanawha Blvd., Charleston, WV 25305	5, and 10 Gb/s

PROPOSAL RESPONSE FORM

RFP 336 Broadband Service

Sealed proposals subject to terms and conditions of this invitation will be received at 1403 Honaker Avenue, Princeton, West Virginia, 24740, on opening date and time specified, and then publicly opened for furnishing services specified therein by the Vendor.

TO: The Mercer County Board of Education:

The undersigned, hereinafter called the Vendor, being familiar with and understanding the Proposal Documents hereby proposes to furnish services listed in the Scope of Proposal.

Return Proposal Response to:

Dawn Green
Procurement Specialist
Mercer County Board of Education
1403 Honaker Avenue
Princeton, WV 24740

Opening date/time

March 4, 2025

2:00 p.m.

The Vendor understands that to the extent allowed by West Virginia Code, the Owner reserves the right to waive any informality or irregularity in any Proposal or Proposals and to reject any or all Proposals in whole or in part; to reject a Proposal not accompanied by data required by the Proposal Documents; to reject any condition of the proposal by the Vendor that is in any way inconsistent with the requirements, terms and conditions of the Proposal Documents; or to reject a Proposal that is in any way incomplete or irregular.

BY: _____
(Signature, in ink)

NAME: _____

TITLE: _____

FIRM NAME: _____

ADDRESS: _____

EMAIL: _____

TELEPHONE: _____

FAX: _____

DATE: _____

I received _____ addendums

Vendors including installation costs

Attach a copy of your:

- WV Contractor's license
- WV Workman's Compensation Certificate - Insurance Certificate, Acord Form 25

AFFIDAVIT of NON-COLLUSION

State of _____, County of _____

ss: _____ being first duly
sworn

(Name of Authorized Individual Making Proposal)

does depose and say that he is authorized to act as an agent or Attorney-In- Fact for:

Name of Bidder

Business Address _____

City _____ State _____ Zip _____

in which regard he covenants and agrees that the aforementioned bidder is the only one interested in this Proposal; that no person, firm or corporation other than hereinafter named has any interest in this Proposal. The bidder further attests that this Proposal was made without any understanding, agreement or connection with any person, firm, or corporation making a Proposal for the same work or materials, and that this Proposal is in all respects fair and without collusion or fraud. The bidder further covenants that no member, employee, or official of the Board of Education of the County of Mercer is or shall become interested directly or indirectly as a partner, stockholder, or in any manner in the work or materials for which this Proposal was submitted.

Other persons or firms sharing an interest in the work or materials for which this Proposal was submitted. (If None, so state)

Name _____

Business Address _____

City _____ State _____ Zip _____

Signature of Authorized Individual

Subscribed and sworn to before me this _____ day of _____ 20 ____ .

Notary Public

My commission expires: _____

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) 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 above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE NOTARY PUBLIC _____

Purchasing Affidavit (Revised 08/01/2015)

DEBARMENT AND SUSPENSION CERTIFICATION

Federal Funds

This certification is required by the regulations implementing Executive Order 12549, Department and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and

d. have not within a three-year period preceding this application/Proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Organization Name

Proposal Number/Name

Name and Title of Authorized Representative

Signature

Date

LIST OF PROPOSED SUBCONTRACTORS, EQUIPMENT/MATERIAL SUPPLIERS

List below each major branch of work and major equipment/material category for this proposal and the subcontractor or supplier proposed for that portion of work. Also, provide the contractor's license number for each subcontractor as required by the "West Virginia Contractor Licensing Act." If the branch of work is to be completed solely by an equipment/material supplier, indicate by notation below in the contractor license number column. The bidder may be requested to change an unsatisfactory subcontractor or equipment/material supplier. The contractor is responsible for selecting or changing subcontractors and/or equipment/material suppliers. The Owner may indicate their concerns about any entity listed that they have reason to believe past experience indicates poor performance may be expected. The Contractor has full responsibility for satisfactory execution of all work in accordance with the contract documents. Any change of proposed subcontractors or material suppliers shall be at no additional cost to the Owner, as the Contractor has full responsibility for execution of the work.

I _____ representing _____

(Signature of Responsible Contractor)

(Company Name)

On this date _____ submit, the following list of subcontractors and major material suppliers for your review and comment. This is the final and complete list of companies who will be performing work or supplying materials for Vendor. I agree that once the subcontractors and material suppliers listed are approved for use by the Owner, no other subcontractors or substitute for any subcontractors listed below, will be used in the performance of the contract without written approval of the Owner. I further agree that if non-approved subcontractors or suppliers are used my company shall be placed on probation, unless in its reasonable discretion, the Owner determines otherwise. As a result of being placed on probation by the Owner, my company shall be prohibited from bidding projects for a minimum of one year.

Branch of Work/ Material Category	Complete Name and Address Subcontractor/Supplier	Contractor License Number
1. _____	_____ _____	_____
2. _____	_____ _____	_____
3. _____	_____ _____	_____
4. _____	_____ _____	_____
5. _____	_____ _____	_____

**PURCHASING POLICIES AND PROCEDURES MANUAL
FOR LOCAL EDUCATIONAL AGENCIES
AGREEMENT ADDENDUM**

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

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

ACCEPTED BY:

Local Education Agency: _____ Company Name: _____

Signed: _____ Signed: _____

Title: _____ Title: _____

Date: _____ Date: _____

Revised 07-12



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF _____

COUNTY OF _____, **TO-WIT:**

I, _____, after being first duly sworn, depose and state as follows:

1. I am an employee of _____; and,
(Company Name)

2. I do hereby attest that _____
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

(Company Name)

By: _____

Title: _____

Date: _____

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

By Commission expires _____

(Seal)

(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

Rev March 2009



PURCHASING AND INVENTORY DEPARTMENT

Contracting, Fixed Assets, Warehousing, Textbooks

1403 Honaker Avenue Princeton, West Virginia

(304) 487-1551 Fax (304) 425-5011

Edward T. Toman, Superintendent

Request for Proposal 336 Broadband Service

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received an invitation, but does not wish to Proposal, state their reason(s) below and return in the enclosed envelope. This information will not preclude receipt of future invitations unless you request removal from the Vendors' List by so indicating below, or do not return this form or bona fide Proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

_____ 1. We do not wish to participate in the Proposal process.

_____ 2. We do not wish to Proposal under the terms and conditions of the Request for Proposal document.
Our objections are:

_____ 3. We do not feel we can be competitive.

_____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.

_____ 5. We do not wish to sell to the district(s).

Our objections are:

_____ 6. We do not sell the items/services on which Proposals are requested.

_____ 7. Other:

FIRM NAME

SIGNATURE

_____ We wish to remain on the Vendors' List.

_____ We wish to be deleted from the Vendors' List.