

# 2024 BROOKE COUNTY SCHOOLS WIDE AREA NETWORK REQUEST FOR PROPOSAL

|                                      |                                                                                                                                                                   |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| E-Rate Applicant BEN:                | 126722                                                                                                                                                            |
| RFP Title:                           | FY2024 Brooke County Schools Wide Area Network                                                                                                                    |
| E-Rate Form 470#:                    | 240000483                                                                                                                                                         |
| FCC Form 470/RFP Posted Date:        | September 27, 2023                                                                                                                                                |
| Voluntary Pre-bid Meeting Date/Time: | October 18 <sup>th</sup> , 2023, at 8:30 am                                                                                                                       |
| Voluntary Pre-bid Meeting Location:  | Brooke County High School,<br>29 Bruin Dr, Wellsburg, WV 26070<br>(Driver's License/Identification required for check-in. Ask for Michael Berner or Randy Brown.) |
| Questions due by:                    | Wednesday, October 18, 2023, by 3:30 PM Eastern                                                                                                                   |
| Responses to Questions Distributed:  | Wednesday, October 25, 2023                                                                                                                                       |
| RFP Close Date/Time:                 | Wednesday, November 22, 2023, at 10:00 AM<br>Eastern, Local Prevailing Time                                                                                       |
| Anticipated Start of Services:       | July 1, 2024                                                                                                                                                      |

|                                     |
|-------------------------------------|
| <b>Sealed Bid Deliveries to:</b>    |
| Brooke County Schools               |
| E-rate FY2024 Wide Area Network RFP |
| ATTN: Karen Whetsell                |
| 1201 Pleasant Ave                   |
| Wellsburg, WV 26070-1344            |

## GENERAL TERMS & CONDITIONS

- Awards will be made in the best interest of the Brooke County Schools.
- The Brooke County Schools may accept or reject in part, or in whole, any bid.
- Brooke County Schools reserves the right to waive any technicalities or minor irregularities in responses received and to award the contract in the most beneficial manner for the District.
- All quotations are governed by the *West Virginia Code* and Policy 8200.
- All services performed or goods delivered under Brooke County Schools Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30 of each fiscal year.
- Payment may only be made after the delivery and acceptance of goods or services.
- Interest may be paid for late payment in accordance with the *West Virginia Code*.
- Vendor preference will be granted only upon written request at the time of bid in accordance with the *West Virginia Code* and Brooke County Schools' purchasing policy.
- Any additional taxes, charges, or fees must be disclosed and included in quoted price.
- The Brooke County Schools is exempt from Federal and State taxes and will not pay or reimburse such taxes.
- The Purchasing Director may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- The laws of the State of West Virginia and Policy 8200 shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.

# 2024 BROOKE COUNTY SCHOOLS WIDE AREA NETWORK REQUEST FOR PROPOSAL

## ***INSTRUCTIONS TO BIDDERS***

1. RFP responses are to be received in the form of sealed bids at Brooke County Schools, Attention: Karen Whetsell, 1201 Pleasant Ave., Wellsburg, WV 26070 with 3 (three) paper copies and 1 (one) electronic copy (CD or flash drive). **Costs must be submitted on the attached pricing sheet (See Attachment B). Special construction, monthly recurring cost, and any additional non-recurring costs are required to be broken out and listed separately.**
2. Bids will be publicly opened on, **Wednesday, November 22, 2023, at 10:00 AM**, in the Brooke County Schools Board Room, located at 1201 Pleasant Ave., Wellsburg, WV 26070
3. Any and all bids may be rejected if there is a sound documented reason. Failure to include any requested information noted as required by the respondent may be grounds for disqualification. Reasons for potential disqualification:
  - Unauthorized contact with any district personnel.
  - Proposal submitted after the posted bid due date.
  - Proposal does not meet service requirements.
  - Proposal does not provide definitive costs for the services requested (including recurring and/or one-time charges).
  - Proposal includes generic/encyclopedic price lists and/or solution is proposed by an artificial intelligence system that does not take into consideration the specific needs of Brooke County Schools.
  - Proposal requires an initial contract term longer than 12 months.
  - Proposal does not include minimum service offerings or backhaul to K12 network.
4. An approved purchase order is required before the merchandise or service is ordered.
5. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as "equal to" the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Director may waive minor deviations to specifications.
6. Complete all sections of the quotation form, returning Attachments A, B and C.
7. Unit prices shall prevail in case of discrepancy.
8. The vendor must clearly instruct on the bid document if the vendor wishes to have the payment sent to a different "remit to" address other than the address on this document.

## **CERTIFICATION OF NON-CONFLICT OF INTEREST**

According to W. Va. Code §61-10-15, It shall be unlawful for any member of a county commission, overseer of the poor, district school officer, secretary of a board of education, supervisor or superintendent, principal or teacher of public schools, or any member of any other county or district board, or for any county or district office to be or become peculiarly interested, directly or indirectly, in the proceeds of any contract or service, or in furnishing any supplies in the contract for, or the awarding or letting of, which as such member, officer, secretary, supervisor, superintendent, principal, or teacher, he/she may have any voice, influence or control.

## SCOPE OF WORK

Brooke County School District is soliciting a Request for Proposal for the installation of Wide Area Network service commencing with E-rate Funding Year 2024 as indicated below. The County reserves the right to modify the project as it deems necessary. This RFP and the winning bidder's response shall become an integral part of the resultant contract. The project must include termination of each circuit at a switch owned and maintained by the vendor at each termination location Main Distribution Frame (MDF) within each Brooke County School District building.

The proposal shall include initial installation and/or special construction charges (non-recurring charges) and monthly recurring service charges that shall be priced separately for each service location and submitted on the attached proposal pricing sheet.

Any questions related to the technical aspects of this document should be submitted via web form at <https://forms.office.com/r/jzG11kVLGP> no later than **Wednesday, October 18, 2023, at 3:30 pm**. It is the responsibility of the vendor to follow addenda postings on the FCC Form 470. Responses will not be emailed to interested parties. Responses will be posted by **Wednesday, October 25, 2023**.

- The vendor should quote a turn-key solution that will be installed, tested, fully operational, and accepted by Brooke County Schools within ninety (90) days after issue of purchase order. This should occur to start services by **July 1, 2024**. Billing should only begin once all circuits have successfully completed testing and turn-up.
- 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 Brooke County Schools representative during regular business hours.
- The vendor must include an explanation of the capabilities of their centralized network testing, trouble correction system, and procedures utilized during the service outage. In addition, Brooke County Schools representative desires to monitor the utilization of bandwidth and traffic flow at all switch ports at the NOC through a web interface. Please provide screen shots of the interface.
- All circuits in this RFP response will transport full quoted bandwidth for Brooke County Schools' use only.
- Preference will be given to the provider who can offer county-wide services via a turn-key WAN proposal rather than via subcontracting services or lease/resale. Please specify in detail the extent if any of services that are intended to be provided by a subcontractor or through lease/resale.
- Brooke County School District reserves the right to award to multiple vendors, selecting portions of the vendors' solutions best suitable for County's needs.
- Vendors must include a copy of their service agreement with their proposal.
- The vendor's proposal price shall be for **one year with up to four 1-year signed** voluntary renewals.

- The District desires discounted Service Provider Invoice (SPI) billing and access to a Vendor billing portal. Please describe the ability to provide each.
- 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 comply with all applicable E-rate rules and regulations.
- The vendor must sign a Purchasing Policies and Procedures for local Education Agencies Agreement Addendum which will be sent to the vendor upon selection. This document notifies vendors of State laws and procedures. See Attachment A.
- The vendor shall provide a physical and logical Network Drawing of proposed network in PDF format.
- 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.

### **CIRCUIT SPECIFICATIONS**

- One connection to the Northern POP, currently located at WVNET, 837 Chestnut Ridge Rd. Morgantown, WV. Please provide pricing for the service levels listed on Attachment B from 2 to 10 Gbps.
- Please provide pricing for the service levels listed on Attachment B from 20 Mbps to 10 Gbps for schools and NIFs as listed in the Service Locations table to the hub.
- If the vendor provides a hub in their network, each circuit shall also have an appearance at the Brooke County High School location at a quoted bandwidth.
- The vendor may place their hub at the High School utilizing their own core switch and then a minimum of one (1) Gbps connection is provided to the High School. Please provide separate pricing for all options.
- Brooke 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. Any relevant proposed services and/or pricing contained in the winning vendor's RFP response must be incorporated into the resultant contract. The resultant contract must also contain a provision specifically allowing for upgrades and downgrades during the life of the contract at or below the pricing quoted for that speed in the winning vendor's proposal.

- If a facility of the Board should close, Brooke County Board of Education reserves the right to cancel a circuit without termination charges or penalties during the course of the contract.
- If Brooke County Schools moves or opens a new location, the final agreement must include a provision permitting that site to be continued or added at the existing MRC rate for the duration of the contract, with the district paying for any one-time charges associated with adding the new site to the network.

### **EVALUATION CRITERIA**

| Criteria                                                                   | Points     |
|----------------------------------------------------------------------------|------------|
| E-rate Eligible Cost                                                       | 40 points  |
| Prior Experience with Brooke County Schools and qualification of personnel | 20 points  |
| Ability to provide a turn-key solution                                     | 20 points  |
| Ability to received discounted billing                                     | 10 points  |
| Availability of billing and/or monitoring web portal                       | 10 points  |
| Total                                                                      | 100 points |

## SERVICE LOCATIONS

FOLLOWING IS THE LIST OF LOCATIONS REQUIRING SERVICE.

**VENDOR MUST PROVIDE PRICING FOR EACH OPTION AT EACH LOCATION USING  
ATTACHMENT B.**

**All solutions must terminate service or infrastructure in the demarcation point at address specified in the pricing sheet.**

| Building                                                                 | Address                    | City       | State | Zip   | <i>Minimum<br/>Bandwidth</i> |
|--------------------------------------------------------------------------|----------------------------|------------|-------|-------|------------------------------|
| Board Office                                                             | 1201 Pleasant Avenue       | Wellsburg  | WV    | 26070 | 100 Mbps                     |
| Bus Garage                                                               | 13202 River Road           | Wellsburg  | WV    | 26070 | 20 Mbps                      |
| Brooke Primary South                                                     | 1448 Main Street           | Wellsburg  | WV    | 26070 | 100 Mbps                     |
| Brooke Intermediate South                                                | 1305 Washington Pike       | Wellsburg  | WV    | 26070 | 100 Mbps                     |
| Brooke Primary North                                                     | 200 Rockdale Road          | Follansbee | WV    | 26037 | 100 Mbps                     |
| Brooke Intermediate North                                                | 1098 Jefferson Street      | Follansbee | WV    | 26037 | 100 Mbps                     |
| Brooke Middle School                                                     | 5 Bruin Drive              | Wellsburg  | WV    | 26070 | 1 Gbps                       |
| Bruin's Bridge (formerly<br>Brooke County Alternate<br>Learning Center)  | 1447 Main Street           | Weirton    | WV    | 26062 | 100 Mbps                     |
| Brooke High School                                                       | 29 Bruin Drive             | Wellsburg  | WV    | 26070 | 1 Gbps                       |
| (NOC/HUB) Connection to<br>North State K-12 network<br>Point of Presence | 837 Chestnut Ridge<br>Road | Morgantown | WV    | 26505 | 2 Gbps                       |

# ATTACHMENT A

## 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 jurisdiction of any court other than the Circuit Court of the county in which the Agency is located are hereby deleted. The parties may agree to nonbinding mediation prior to litigation.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a political subdivision of the State of West Virginia, the Agency is generally exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered 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 hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The Agency is insured through the Board of Risk and Insurance Management and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. Governmental contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Agency.

ACCEPTED BY:

Local Education Agency:

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

VENDOR:

Company Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Revised 07-12

## **Attachment B: Proposal Pricing Sheet Vendor Instructions**

The Vendor will complete one workbook per technical option proposed.

**All pricing on proposed Pricing Schedule will be firm over the life of the contract  
to include a 1-year initial term with four optional annual renewals.**

**Maximum contracted period considering all optional renewals exercised is July 1, 2024 - June 30, 2029.**

**Respondents providing proposals which require an upfront payment, may include a special construction cost or non-recurring cost. This upfront payment is considered special construction if any construction is required. If construction is not necessary, the payment is considered a non-recurring cost and must be entered into the pricing sheet accordingly.**

**Definitions:**

**Mbps is Megabits per second**

**WAN is Wide Area Network**

**MRC is recurring, monthly cost.**

**NRC is Non-recurring, one-time cost, not including special construction.**

ATTACHMENT B: Brooke RFP Pricing Schedule

All proposed pricing applies to 1 year initial term with four optional annual renewals. Maximum contracted period with all renewals exercised is July 1, 2024 - June 30, 2029.

For pricing consistency evaluation purposes. Speeds may not be the actual speeds purchased and may be increased at individual sites and not all sites.

Respondents providing proposals which require an upfront payment, may include a special construction cost or non-recurring cost. This upfront payment is considered special construction if any construction is required. If new construction is not necessary, the payment is considered a non-recurring cost and must be entered into the pricing sheet accordingly.

| Location Name                                                      | Address                                       | Current Speeds (Mbps/Gbps) | 20 Mbps                                              |                                                        |                                      |                                                         |                                                           |                           | 100 Mbps                                             |                                                        |                                      |                                                         |                                                           |                           |
|--------------------------------------------------------------------|-----------------------------------------------|----------------------------|------------------------------------------------------|--------------------------------------------------------|--------------------------------------|---------------------------------------------------------|-----------------------------------------------------------|---------------------------|------------------------------------------------------|--------------------------------------------------------|--------------------------------------|---------------------------------------------------------|-----------------------------------------------------------|---------------------------|
|                                                                    |                                               |                            | E-Rate ELIGIBLE Non-recurring One-time Charges (NRC) | E-Rate INELIGIBLE Non-recurring One-Time Charges (NRC) | E-Rate ELIGIBLE Special Construction | E-Rate ELIGIBLE Service Monthly Recurring Charges (MRC) | E-rate INELIGIBLE Service Monthly Recurring Charges (MRC) | E-Rate ELIGIBLE Other MRC | E-Rate ELIGIBLE Non-recurring One-time Charges (NRC) | E-Rate INELIGIBLE Non-recurring One-Time Charges (NRC) | E-Rate ELIGIBLE Special Construction | E-Rate ELIGIBLE Service Monthly Recurring Charges (MRC) | E-rate INELIGIBLE Service Monthly Recurring Charges (MRC) | E-Rate ELIGIBLE Other MRC |
| Board Office                                                       | 1201 Pleasant Avenue, Wellsburg, WV 26070     | 100 Mbps                   |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |
| Bus Garage                                                         | 13202 River Road, Wellsburg, WV 26070         | 20 Mbps                    |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |
| Brooke Primary South                                               | 1448 Main Street, Wellsburg, WV 26070         | 100 Mbps                   |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |
| Brooke Intermediate South                                          | 1305 Washington Pike, Wellsburg, WV 26070     | 100 Mbps                   |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |
| Brooke Primary North                                               | 200 Rockdale Road, Follansbee, WV 26037       | 100 Mbps                   |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |
| Brooke Intermediate North                                          | 1098 Jefferson Street, Follansbee, WV 26037   | 100 Mbps                   |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |
| Brooke Middle School                                               | 5 Bruin Drive, Wellsburg, WV 26070            | 1 Gbps                     |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |
| Bruins Bridge (Former ALC)                                         | 1447 Main Street, Weirton, WV 26070           | 100 Mbps                   |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |
| Brooke High School                                                 | 29 Bruin Drive, Wellsburg, WV 26070           | 1 Gbps                     |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |
| (NOC/HUB) Connection to North State K-12 network Point of Presence | 837 Chestnut Ridge Road, Morgantown, WV 26505 | 2 Gbps                     |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |

Please itemize what constitutes any "Other MRC" charges here. May include but is not limited to equipment lease fees, static IP charges, surcharges, taxes/fees, etc.:

| Location | Service/Product | Cost |
|----------|-----------------|------|
|          |                 |      |
|          |                 |      |
|          |                 |      |
|          |                 |      |

Please itemize what constitutes any "Ineligible Charges" here. May include but is not limited to additional filtering or DDoS services outside of standard service fees.

| Location | Service/Product |
|----------|-----------------|
|          |                 |
|          |                 |
|          |                 |
|          |                 |

\* Note: 10 Mbps is the minimum bandwidth listed on the associated FCC Form 470 due to form restrictions/drop down options. 20 Mbps is the actual minimum service requirement for this RFP.

ATTACHMENT B: Brooke RFP Pricing Schedule

All proposed pricing applies to 1 year initial term with four optional annual renewals. Maximum contracted period with all renewals exercised is July 1, 2024 - June 30, 2029.

For pricing consistency evaluation purposes. Speeds may not be the actual speeds purchased and may be increased at individual sites and not all sites.

Respondents providing proposals which require an upfront payment, may include a special construction cost or non-recurring cost. This upfront payment is considered special construction if any construction is required. If new construction is not necessary, the payment is considered a non-recurring cost and must be entered into the pricing sheet accordingly.

| Location Name                                                      | Address                                       | Current Speeds (Mbps/Gbps) | 500 Mbps                                             |                                                        |                                      |                                                         |                                                           |                           | 1 Gbps                                               |                                                        |                                      |                                                         |                                                           |                           |
|--------------------------------------------------------------------|-----------------------------------------------|----------------------------|------------------------------------------------------|--------------------------------------------------------|--------------------------------------|---------------------------------------------------------|-----------------------------------------------------------|---------------------------|------------------------------------------------------|--------------------------------------------------------|--------------------------------------|---------------------------------------------------------|-----------------------------------------------------------|---------------------------|
|                                                                    |                                               |                            | E-Rate ELIGIBLE Non-recurring One-time Charges (NRC) | E-Rate INELIGIBLE Non-recurring One-Time Charges (NRC) | E-Rate ELIGIBLE Special Construction | E-Rate ELIGIBLE Service Monthly Recurring Charges (MRC) | E-rate INELIGIBLE Service Monthly Recurring Charges (MRC) | E-Rate ELIGIBLE Other MRC | E-Rate ELIGIBLE Non-recurring One-time Charges (NRC) | E-Rate INELIGIBLE Non-recurring One-Time Charges (NRC) | E-Rate ELIGIBLE Special Construction | E-Rate ELIGIBLE Service Monthly Recurring Charges (MRC) | E-rate INELIGIBLE Service Monthly Recurring Charges (MRC) | E-Rate ELIGIBLE Other MRC |
| Board Office                                                       | 1201 Pleasant Avenue, Wellsburg, WV 26070     | 100 Mbps                   |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |
| Bus Garage                                                         | 13202 River Road, Wellsburg, WV 26070         | 20 Mbps                    |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |
| Brooke Primary South                                               | 1448 Main Street, Wellsburg, WV 26070         | 100 Mbps                   |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |
| Brooke Intermediate South                                          | 1305 Washington Pike, Wellsburg, WV 26070     | 100 Mbps                   |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |
| Brooke Primary North                                               | 200 Rockdale Road, Follansbee, WV 26037       | 100 Mbps                   |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |
| Brooke Intermediate North                                          | 1098 Jefferson Street, Follansbee, WV 26037   | 100 Mbps                   |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |
| Brooke Middle School                                               | 5 Bruin Drive, Wellsburg, WV 26070            | 1 Gbps                     |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |
| Bruins Bridge (Former ALC)                                         | 1447 Main Street, Weirton, WV 26070           | 100 Mbps                   |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |
| Brooke High School                                                 | 29 Bruin Drive, Wellsburg, WV 26070           | 1 Gbps                     |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |
| (NOC/HUB) Connection to North State K-12 network Point of Presence | 837 Chestnut Ridge Road, Morgantown, WV 26505 | 2 Gbps                     |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |

Please itemize what constitutes any "Other MRC" charges here. May include but is not limited to equipment lease fees, static IP charges, surcharges, taxes/fees, etc.:

| Location | Service/Product | Cost |
|----------|-----------------|------|
|          |                 |      |
|          |                 |      |
|          |                 |      |
|          |                 |      |

Please itemize what constitutes any "Ineligible Charges" here. May include but is not limited to additional filtering or DDoS services outside of standard service fees.

| Location | Service/Product |
|----------|-----------------|
|          |                 |
|          |                 |
|          |                 |
|          |                 |

\* Note: 10 Mbps is the minimum bandwidth listed on the associated FCC Form 470 due to form restrictions/drop

ATTACHMENT B: Brooke RFP Pricing Schedule

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For pricing consistency evaluation purposes. Speeds may not be the actual speeds purchased and may be increased at individual sites and not all sites.

Respondents providing proposals which require an upfront payment, may include a special construction cost or non-recurring cost. This upfront payment is considered special construction if any construction is required. If new construction is not necessary, the payment is considered a non-recurring cost and must be entered into the pricing sheet accordingly.

|                                                                    |                                               |                            | 2 Gbps                                               |                                                        |                                      |                                                         |                                                           |                           |                                                      | 3 Gbps                                                 |                                      |                                                         |                                                           |                           |  |
|--------------------------------------------------------------------|-----------------------------------------------|----------------------------|------------------------------------------------------|--------------------------------------------------------|--------------------------------------|---------------------------------------------------------|-----------------------------------------------------------|---------------------------|------------------------------------------------------|--------------------------------------------------------|--------------------------------------|---------------------------------------------------------|-----------------------------------------------------------|---------------------------|--|
| Location Name                                                      | Address                                       | Current Speeds (Mbps/Gbps) | E-Rate ELIGIBLE Non-recurring One-time Charges (NRC) | E-Rate INELIGIBLE Non-recurring One-Time Charges (NRC) | E-Rate ELIGIBLE Special Construction | E-Rate ELIGIBLE Service Monthly Recurring Charges (MRC) | E-rate INELIGIBLE Service Monthly Recurring Charges (MRC) | E-Rate ELIGIBLE Other MRC | E-Rate ELIGIBLE Non-recurring One-time Charges (NRC) | E-Rate INELIGIBLE Non-recurring One-Time Charges (NRC) | E-Rate ELIGIBLE Special Construction | E-Rate ELIGIBLE Service Monthly Recurring Charges (MRC) | E-rate INELIGIBLE Service Monthly Recurring Charges (MRC) | E-Rate ELIGIBLE Other MRC |  |
| Board Office                                                       | 1201 Pleasant Avenue, Wellsburg, WV 26070     | 100 Mbps                   |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |  |
| Bus Garage                                                         | 13202 River Road, Wellsburg, WV 26070         | 20 Mbps                    |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |  |
| Brooke Primary South                                               | 1448 Main Street, Wellsburg, WV 26070         | 100 Mbps                   |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |  |
| Brooke Intermediate South                                          | 1305 Washington Pike, Wellsburg, WV 26070     | 100 Mbps                   |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |  |
| Brooke Primary North                                               | 200 Rockdale Road, Follansbee, WV 26037       | 100 Mbps                   |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |  |
| Brooke Intermediate North                                          | 1098 Jefferson Street, Follansbee, WV 26037   | 100 Mbps                   |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |  |
| Brooke Middle School                                               | 5 Bruin Drive, Wellsburg, WV 26070            | 1 Gbps                     |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |  |
| Bruins Bridge (Former ALC)                                         | 1447 Main Street, Weirton, WV 26070           | 100 Mbps                   |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |  |
| Brooke High School                                                 | 29 Bruin Drive, Wellsburg, WV 26070           | 1 Gbps                     |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |  |
| (NOC/HUB) Connection to North State K-12 network Point of Presence | 837 Chestnut Ridge Road, Morgantown, WV 26505 | 2 Gbps                     |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |  |

Please itemize what constitutes any "Other MRC" charges here. May include but is not limited to equipment lease fees, static IP charges, surcharges, taxes/fees, etc.:

| Location | Service/Product | Cost |
|----------|-----------------|------|
|          |                 |      |
|          |                 |      |
|          |                 |      |
|          |                 |      |

Please itemize what constitutes any "Ineligible Charges" here. May include but is not limited to additional filtering or DDoS services outside of standard service fees.

| Location | Service/Product |
|----------|-----------------|
|          |                 |
|          |                 |
|          |                 |
|          |                 |

\* Note: 10 Mbps is the minimum bandwidth listed on the associated FCC Form 470 due to form restrictions/drop

ATTACHMENT B: Brooke RFP Pricing Schedule

All proposed pricing applies to 1 year initial term with four optional annual renewals. Maximum contracted period with all renewals exercised is July 1, 2024 - June 30, 2029.

For pricing consistency evaluation purposes. Speeds may not be the actual speeds purchased and may be increased at individual sites and not all sites.

Respondents providing proposals which require an upfront payment, may include a special construction cost or non-recurring cost. This upfront payment is considered special construction if any construction is required. If new construction is not necessary, the payment is considered a non-recurring cost and must be entered into the pricing sheet accordingly.

| Location Name                                                      | Address                                       | Current Speeds (Mbps/Gbps) | 4 Gbps                                               |                                                        |                                      |                                                         |                                                           |                           | 5 Gbps                                               |                                                        |                                      |                                                         |                                                           |                           |
|--------------------------------------------------------------------|-----------------------------------------------|----------------------------|------------------------------------------------------|--------------------------------------------------------|--------------------------------------|---------------------------------------------------------|-----------------------------------------------------------|---------------------------|------------------------------------------------------|--------------------------------------------------------|--------------------------------------|---------------------------------------------------------|-----------------------------------------------------------|---------------------------|
|                                                                    |                                               |                            | E-Rate ELIGIBLE Non-recurring One-time Charges (NRC) | E-Rate INELIGIBLE Non-recurring One-Time Charges (NRC) | E-Rate ELIGIBLE Special Construction | E-Rate ELIGIBLE Service Monthly Recurring Charges (MRC) | E-rate INELIGIBLE Service Monthly Recurring Charges (MRC) | E-Rate ELIGIBLE Other MRC | E-Rate ELIGIBLE Non-recurring One-time Charges (NRC) | E-Rate INELIGIBLE Non-recurring One-Time Charges (NRC) | E-Rate ELIGIBLE Special Construction | E-Rate ELIGIBLE Service Monthly Recurring Charges (MRC) | E-rate INELIGIBLE Service Monthly Recurring Charges (MRC) | E-Rate ELIGIBLE Other MRC |
| Board Office                                                       | 1201 Pleasant Avenue, Wellsburg, WV 26070     | 100 Mbps                   |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |
| Bus Garage                                                         | 13202 River Road, Wellsburg, WV 26070         | 20 Mbps                    |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |
| Brooke Primary South                                               | 1448 Main Street, Wellsburg, WV 26070         | 100 Mbps                   |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |
| Brooke Intermediate South                                          | 1305 Washington Pike, Wellsburg, WV 26070     | 100 Mbps                   |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |
| Brooke Primary North                                               | 200 Rockdale Road, Follansbee, WV 26037       | 100 Mbps                   |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |
| Brooke Intermediate North                                          | 1098 Jefferson Street, Follansbee, WV 26037   | 100 Mbps                   |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |
| Brooke Middle School                                               | 5 Bruin Drive, Wellsburg, WV 26070            | 1 Gbps                     |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |
| Bruins Bridge (Former ALC)                                         | 1447 Main Street, Weirton, WV 26070           | 100 Mbps                   |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |
| Brooke High School                                                 | 29 Bruin Drive, Wellsburg, WV 26070           | 1 Gbps                     |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |
| (NOC/HUB) Connection to North State K-12 network Point of Presence | 837 Chestnut Ridge Road, Morgantown, WV 26505 | 2 Gbps                     |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                      |                                                        |                                      |                                                         |                                                           |                           |

Please itemize what constitutes any "Other MRC" charges here. May include but is not limited to equipment lease fees, static IP charges, surcharges, taxes/fees, etc.:

| Location | Service/Product | Cost |
|----------|-----------------|------|
|          |                 |      |
|          |                 |      |
|          |                 |      |
|          |                 |      |

Please itemize what constitutes any "Ineligible Charges" here. May include but is not limited to additional filtering or DDoS services outside of standard service fees.

| Location | Service/Product |
|----------|-----------------|
|          |                 |
|          |                 |
|          |                 |
|          |                 |

\* Note: 10 Mbps is the minimum bandwidth listed on the associated FCC Form 470 due to form restrictions/drop

ATTACHMENT B: Brooke RFP Pricing Schedule

All proposed pricing applies to 1 year initial term with four optional annual renewals. Maximum contracted period with all renewals exercised is July 1, 2024 - June 30, 2029.

For pricing consistency evaluation purposes. Speeds may not be the actual speeds purchased and may be increased at individual sites and not all sites.

Respondents providing proposals which require an upfront payment, may include a special construction cost or non-recurring cost. This upfront payment is considered special construction if any construction is required. If new construction is not necessary, the payment is considered a non-recurring cost and must be entered into the pricing sheet accordingly.

| Location Name                                                      | Address                                       | Current Speeds (Mbps/Gbps) | 10 Gbps                                              |                                                        |                                      |                                                         |                                                           |                           | Other E-Rate Ineligible Costs* (Itemize below) |
|--------------------------------------------------------------------|-----------------------------------------------|----------------------------|------------------------------------------------------|--------------------------------------------------------|--------------------------------------|---------------------------------------------------------|-----------------------------------------------------------|---------------------------|------------------------------------------------|
|                                                                    |                                               |                            | E-Rate ELIGIBLE Non-recurring One-time Charges (NRC) | E-Rate INELIGIBLE Non-recurring One-Time Charges (NRC) | E-Rate ELIGIBLE Special Construction | E-Rate ELIGIBLE Service Monthly Recurring Charges (MRC) | E-rate INELIGIBLE Service Monthly Recurring Charges (MRC) | E-Rate ELIGIBLE Other MRC |                                                |
| Board Office                                                       | 1201 Pleasant Avenue, Wellsburg, WV 26070     | 100 Mbps                   |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                |
| Bus Garage                                                         | 13202 River Road, Wellsburg, WV 26070         | 20 Mbps                    |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                |
| Brooke Primary South                                               | 1448 Main Street, Wellsburg, WV 26070         | 100 Mbps                   |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                |
| Brooke Intermediate South                                          | 1305 Washington Pike, Wellsburg, WV 26070     | 100 Mbps                   |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                |
| Brooke Primary North                                               | 200 Rockdale Road, Follansbee, WV 26037       | 100 Mbps                   |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                |
| Brooke Intermediate North                                          | 1098 Jefferson Street, Follansbee, WV 26037   | 100 Mbps                   |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                |
| Brooke Middle School                                               | 5 Bruin Drive, Wellsburg, WV 26070            | 1 Gbps                     |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                |
| Bruins Bridge (Former ALC)                                         | 1447 Main Street, Weirton, WV 26070           | 100 Mbps                   |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                |
| Brooke High School                                                 | 29 Bruin Drive, Wellsburg, WV 26070           | 1 Gbps                     |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                |
| (NOC/HUB) Connection to North State K-12 network Point of Presence | 837 Chestnut Ridge Road, Morgantown, WV 26505 | 2 Gbps                     |                                                      |                                                        |                                      |                                                         |                                                           |                           |                                                |

Please itemize what constitutes any "Other MRC" charges here. May include but is not limited to equipment lease fees, static IP charges, surcharges, taxes/fees, etc.:

| Location | Service/Product | Cost |
|----------|-----------------|------|
|          |                 |      |
|          |                 |      |
|          |                 |      |
|          |                 |      |

Please itemize what constitutes any "Ineligible Charges" here. May include but is not limited to additional filtering or DDoS services outside of standard service fees.

| Location | Service/Product |
|----------|-----------------|
|          |                 |
|          |                 |
|          |                 |
|          |                 |

\* Note: 10 Mbps is the minimum bandwidth listed on the associated FCC Form 470 due to form restrictions/drop

## Attachment C No Debt Affidavit

### Instructions

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

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

### **AFFIDAVIT**

West Virginia Code §5A-3-10a states:

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

#### Definitions:

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

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

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

#### Exception:

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

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

Vendor's Name: \_\_\_\_\_

Authorized  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_