

TITLE: FY2024 WAN RFP Barbour County Schools
ENTITY: Barbour County School District (BEN: 126766)
FORM 470 #: 240000482
POSTING DATE: September 13, 2023
PROPOSED SERVICE START DATE: July 1, 2024

QUESTION DEADLINE: Wednesday, October 4, 2023, by 3:30 pm Eastern

All communication with the entity regarding this solicitation, including questions or comments, must be submitted via email no later than the deadline above to all the following recipients. No phone calls.

cderico@k12.wv.us AND bids-jlegg@e-ratecentral.com

Responses will be posted within five (5) business days of this deadline.

PROPOSALS DUE DATE/TIME: Wednesday, November 8, 2023, at 10:00 am Eastern

Offers must be submitted by the due date/time listed above via sealed bid sent to

Barbour County School District
Attention: Chris Derico
45 School Street
Philippi, WV 26416

Late submissions will not be considered. E-mailed proposals will not be considered.

Contents

I. Service Specifications	2
II. Service Locations	3
III. Service Level Agreement	4
IV. Solicitation Requirements	5
V. Evaluation Criteria.....	9
VI. Submittal Instructions	10
VII. General Terms & Conditions.....	11
VIII. Certification of Non-Conflict of Interest.....	11
Attachment A	12
Attachment B.....	21
Attachment C.....	22

I. Service Specifications

Barbour County Board of Education (BCBoE) is seeking offers for Internet Access and/or Transport services. Offerors' proposals must include all required services listed below. Proposals for a subset of the required services and/or required locations will not be considered. All proposed solutions that meet the requested service requirements will be evaluated.

Services Requested	Service Type	Qty	Details
	Transport (WAN)	11	Some sites are currently shared. The BCBoE desires proposals that include separate circuit pricing to determine if it can afford providing individual circuits for each location. See Service Locations table. Storage Building connection is included, if available and cost-effective.
	Bundled Internet/Transport	1	Barbour Co Schools Storage Building, if WAN is not available, or cost-effective.

Bandwidth Type/Speed	Symmetrical service is required for all WAN connections; Asymmetrical services will not be considered for WAN connections. The Bundled Internet/Transport options may be asymmetrical.
----------------------	---

WAN Required Bandwidth Levels	100 Mbps, 200 Mbps, 1 Gbps, 2 Gbps
WAN Optional Bandwidth Levels	25 Mbps, 500 Mbps, 1 Gbps, 2 Gbps, 3 Gbps, 4 Gbps, 5 Gbps, 6 Gbps, 7 Gbps, 8 Gbps, 9 Gbps, 10 Gbps

Bundled Internet/Transport Required Bandwidth Levels	No required levels. Please provide available pricing for optional levels available.
Bundled Internet/Transport Optional Bandwidth Levels	1.5 Mbps, 5 Mbps, 10 Mbps, 25 Mbps, 50 Mbps, 100 Mbps, 200 Mbps

Service Address(es)	See Service Locations tables on following page.
---------------------	---

Required Service Delivery	July 1, 2024
---------------------------	--------------

Initial Contract Terms Requested	36 Month Option
Renewal Periods Requested	Maximum of 2 annual optional signed renewals, July 1 – June 30

At a minimum, pricing for all sites, and all "required levels" in Section I should be included in all proposed solutions. Pricing for additional tiers of service may also be included for evaluation and/or consideration.

If applicable, pricing provided for Transport connections shall be presented as total cost for both endpoints (A and Z) for each circuit.

II. Service Locations

Transport/WAN: BCBoE is requesting proposals for fully managed Wide Area Network (transport) service to be delivered between the Offer's proposed hub (A) location and the following Z location(s):

Entity Name	Entity #	Street	City	State	Zip	Current Mbps
Barbour Co Schools Office	16027336	45 School St	Philippi	WV	26416	100
Barbour Co Schools Transportation Facility	16027337	330 Chestnut Street	Philippi	WV	26416	Shared from County Office
Barbour County Board of Education Storage Building	17035255	1064 South Main Street	Philippi	WV	26416	Currently unspecified speed DSL
Belington Elementary School	27407	471 Morgantown Pike	Belington	WV	26250	200 (Currently shared with Belington Middle. Proposing a possible split in the new contract.)
Belington Middle School	27408	469 Morgantown Pike	Belington	WV	26250	(Currently shared from Belington Middle. Proposing a possible split in the new contract.)
Junior Elementary School	27420	49 West 1st. Street	Junior	WV	26275	100
Kasson Elem & Middle School	27472	19 Kasson Road	Moatsville	WV	26405	100
Philip Barbour High School	27479	99 Horseshoe Drive	Philippi	WV	26416	200
Philippi Elementary School	27477	547 Cherry Hill Road	Philippi	WV	26416	200 (Currently shared with Philippi Middle. Proposing a possible split in the new contract.)
Philippi Middle School	27478	611 Cherry Hill Road	Philippi	WV	26416	(Currently shared from Philippi Elementary. Proposing a possible split in the new contract.)
(NOC/Hub) Connection to North State K-12 Network Point of Presence		WV Net 837 Chestnut Ridge Rd	Morgantown	WV	26505	1 Gbps

Additionally, if Barbour County Board of Education moves or opens a new location, the final agreement must include a provision permitting that entity to be added at the existing Monthly Recurring Charge (MRC) with BCBoE paying for any one-time charges associated with adding the new site to the network. Any additional sites added to the agreement will be co-terminus with the main agreement.

III. Service Level Agreement

The services included in this solicitation are critical to our organizations ability to meet its goals and objectives. As such, respondents are expected to explain their proposed service level agreement as well as its process for identifying and resolving service issues.

1. **Vendors should provide a proposed Service Level Agreement (SLA)** with their response addressing the following components and how each is measured.
 - a. Network availability
 - b. Frame/packet loss commitment
 - c. Network latency commitment
 - d. Network jitter commitment
 - e. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason
 - f. Outage response time commitment
 - g. Restoration of service time commitment
2. **Network operations center:** Solution will provide customer support functions including problem tracking, resolution, and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with vendor provided services.
3. **Trouble reporting and response:** Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.
4. **Escalation:** If service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
5. **Resolution:** The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
6. **Trouble reporting, escalation, and resolution:** A detailed trouble reporting, escalation and resolution plan will be provided to BCBoE.
7. **Measurement:** Time starts from the time the Customer contacts vendor and identifies the problem. Credits for outages of a certain duration or longer will be identified.
8. **Reports:** Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.

9. **Link performance per segment:** The service will maintain the proposed link performance throughout the term of the contract.
10. **Historical uptime:** Provide aggregate uptime statistics for your proposed service in the geographic area encompassing BCBoE.

IV. Solicitation Requirements

1. Responsiveness

- a. An attempt has been made to standardize the language used in this solicitation. The words “must,” “shall,” “mandatory,” and “required” are used in connection with a mandatory specification that BCBoE expects will be present in the proposed solution. Proposals not meeting the mandatory specifications will be disqualified. The words “should” and “may” are used in connection with a specification that is desirable.

2. Questions

- a. All communication with BCBoE regarding this solicitation, including questions or comments, must be submitted via email to both the contacts listed on the cover sheet no later than the “Question Deadline” stated on page one (1). The subject line should include the Form 470 number. Contact initiated by an Offeror concerning this solicitation with any other BCBoE representative is prohibited. Unauthorized contact may result in disqualification of the Offeror from this solicitation.
- b. If applicable, answers will be posted to EPC within five (5) business days of the question deadline. It is the responsibility of every Offeror to ensure they have downloaded the latest version of the Form 470 and/or form attachments, including any addenda.
- c. BCBoE reserves the right to ask clarifying questions of vendors upon review of proposals.

3. Description of Proposal

- a. Respondent will provide a description of their proposal for all services and solutions.
- b. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, and other detail BCBoE may find useful or necessary (or could differentiate the solution from a competing proposal).

4. Timeline

- a. For each response, respondents should include a timeline for bringing service online.
- b. Proposals requiring little to no special construction should be able to bring all sites online by the July 1 start of the funding year.
- c. For solutions requiring special construction, a schedule of bringing the service online must be included with an explanation of how this timeline shifts if the date of the E-rate funding commitment shifts.

5. Demarcation

- a. All solutions must terminate service or infrastructure in the demarcation point at address specified in the Service Locations table.

- b. Solutions bringing service to the property line but not to the demarcation point are not acceptable. Contract must terminate service at an MDF to be designated by BCBoE.
- c. Respondent must specify specific demarcation setup included in base fees, e. g. wall mounted CPE and CAT6a handoff, rack mount patch panel, etc.

6. References

- a. For each response, respondent should provide three (3) references from current or recent customers (preferably West Virginia K-12) with projects equivalent to the size and scope of BCBoE.

7. E-Rate Compliance

- a. Respondents must comply with E-rate program rules and submit an FCC Form 473 before July 1 of the funding year.
- b. If the respondent does not have an FCC 498 number or is on FCC red light status, they may be disqualified.
- c. Lowest Corresponding Price - As required by Section 54. 500(f) of Part 47 of the Code of Federal Regulation all bids in response to this solicitation must offer the lowest corresponding price (LCP) which is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-rate applicant (school, library, or consortium) for similar services. See <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>.
- d. Prohibited Equipment - By submitting a proposal on the requested services herein, the vendor certifies its proposed services and/or products are in compliance with Part 47 Section 54. 9 and 54. 10 of the FCC rules which prohibits the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other covered company posing a national security threat to the integrity of communications networks or the communications supply chain. See <https://www.usac.org/about/reports-orders/supply-chain/> for more details.
- e. Offerors must provide SPI discount method if requested by BCBoE.

8. E-rate Program Integrity Assurance (PIA) Review

- a. If their solution is chosen, respondents are required to promptly provide BCBoE with any information being requested as part of PIA review.
- b. Vendors may assist filing entities with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.
- c. For all responses that include special construction, the respondent agrees to, by submitting its proposal, produce all construction labor, construction materials and other cost information requested during PIA review.

9. Costs

- a. Proposals must include all costs associated with providing service, including but not limited to:
 - i. all monthly service fees
 - ii. managed router/modem lease fees

- iii. one-time construction, installation, and/or connection charges
 - iv. estimated taxes, fees, and/or surcharges
- b. Fees should be presented on Attachment A – Pricing Schedule, in lieu of, or addition to, the vendor’s typical quote format
- c. No increased pricing will be allowed during the quoted term of special construction, MRC, or NRC. Prices may be decreased based on market conditions.
- d. Offers must clearly separate E-rate eligible and ineligible costs.
- e. Service providers proposing equipment whose prices may increase depending upon new U. S. government tariffs imposed on imports are encouraged to (a) identify such products in their offers, and (b) propose an acceptable methodology for limiting price adjustments over the life of the contract and/or renewal periods. Subject to contract restrictions, services may be reevaluated for cost-effectiveness at any time during the life of the agreement including renewal periods.

10. Special Construction

- a. In E-rate terminology, special construction refers to the upfront, non-recurring costs for the deployment of new or upgraded network facilities.
- b. Special construction and service eligibility for reimbursement have changed starting funding year 2016. See the Federal Communications Commission’s Second E-rate Modernization Order ([WC Docket No. 13-184](#)) for more information.
- c. Special construction charges eligible for Category One support consist of three components:
 - i. construction of network facilities
 - ii. design and engineering
 - iii. project management
- d. If no new or upgraded facilities are being deployed, then any installation costs are considered standard non-recurring costs (NRC). Network electronics required to make the service functional are not considered special construction.
- e. Excess fiber strands for special construction projects
 - i. To the extent that the winning service provider installs additional strands of fiber for future business ventures, the winning service provider assumes full responsibility to ensure those incremental costs are allocated out of the special construction charges to BCBoE in accordance with FCC rules and orders.
 - ii. If, after the issuance of the FCDL, USAC or the FCC determines that the winning service provider did not cost allocate those charges associated with the additional strands, BCBoE will not be responsible for reimbursing the winning vendor and the winning vendor will assume all responsibilities deemed ineligible by USAC.

11. Contracts

- a. Offers of month-to-month or contracted services will be considered.
- b. Service providers submitting proposals for contracted service are requested to provide the term length(s) requested in the Section I: Service Specifications.
- c. Contracts should include an option for annual voluntary renewals for up to two (2) additional years, when agreed to in writing by both parties.

- d. Offers requiring term lengths that exceed the maximum term requested in Section I: Service Specifications may be disqualified.
- e. BCBoE reserves the right to slightly modify the contract period, if necessary, so that the Initial term or renewal period is coterminous with an E-rate Fund Year or an extended service delivery date pursuant to a “service delivery deadline.”
- f. Any resulting contract shall incorporate the terms and conditions of this solicitation, including all written and properly executed modifications, amendments and change orders after execution of an agreement.

12. Modifications

- a. All contracts must allow for bandwidth increases and/or decreases throughout the term of the contract; changes in bandwidth during the initial term and/or optional renewal periods shall be considered modifications to the existing agreement, not new agreements, and thus do not extend the term of the contract.
- b. All contracts should include a provision permitting early termination or transfer of circuits, with no penalty, should a location be closed by BCBoE.
- c. All contracts must include a provision permitting additional BCBoE sites be added at the existing MRC rate for the duration of the contract (including renewal periods), with BCBoE paying for any one-time charges associated with adding the new site to the network.

13. Product Demonstrations

- a. Offerors proposing to temporarily loan equipment for product demonstration and/or evaluation purposes are required to clearly state that such loans are of limited duration. Product demos extending beyond thirty (30) days must be explicitly authorized by both parties and provided at a fair market rate.

14. Required Notice to Proceed and Funding Availability

- a. BCBoE will follow the purchasing policies of the Barbour County Board of Education and requirements and procedures of the FCC’s E-rate program as administered by the Universal Service Administrative Company to be eligible for all available funding.
- b. The implementation of any associated contracts resulting from this competitive bid process will be dependent on BCBoE’s issuance of a written Notice to Proceed.
- c. E-rate funding notification alone will not signify Notice to Proceed. BCBoE will have the right to allow the contract to expire without implementation if appropriate funding (including any state matching funds for special construction projects) does not come available.

15. Proposal Acceptance

- a. BCBoE reserves the right to accept or reject any or all offers, to waive any informalities or irregularities, and to accept a proposal, which is deemed in its best interest.

V. Evaluation Criteria

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for negotiations. Individual criteria have been assigned a weight to reflect relative importance. Vendors are encouraged to provide details in their proposals that address the following criteria.

Criteria	Weight
Eligible Costs: E-rate eligible recurring and one-time costs	35%
Ineligible Costs: E-rate ineligible recurring or one-time costs	5%
Proposal Response: Completeness of proposal submission	10%
Technical Merit: Ability to support requirements of this solicitation	15%
Terms and Conditions: Vendor's proposed contract terms and conditions	10%
Prior Experience: BCBoE's previous experience with vendor	10%
References: Vendor's previous experience with similar sized/situated libraries/school districts	10%
Responsiveness: Proximity of vendor offices/staff; local vendor representation	5%

When the terms and conditions of multiple awards are so provided in the solicitation, awards may be made to more than one offeror. BCBoE will determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. Applicant reserves the right to award all, part or none of the services set forth in this procurement. This procurement in no manner obligates Applicant until a valid signed contract and/or valid Purchase Order is executed.

VI. Submittal Instructions

1. Submission and Receipt of Proposals

- a. Submittals, in one (1) original and one (1) redacted copy (if invoking protection of proprietary information), will be received until, but no later than the date and time specified on the cover sheet by sealed envelope bid sent to:
Barbour County School District
Attention: Chris Derico
45 School Street
Philippi, WV 26416
- b. The bid response documents and envelope must include the Form 470#.
- c. It is the sole responsibility of the offerors for ensuring that their proposals are received by BCBoE by the deadline. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, will not be considered. However, nothing in this solicitation precludes BCBoE from requesting additional information at any time during the procurement process.
- d. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.
- e. Any proposal submitted should include a completed Pricing Schedule, Attachment A. All proposals submitted without complete pricing may be disqualified.
- f. **Proposals shall not be accepted via email or fax.**

2. Submittal Format

- a. Completed Attachment A – Pricing Schedule
- b. Completed West Virginia State Board Policy 8200 Contract Agreement Addendum / or WV-96 Form – Attachment B
- c. Completed Attachment C – No Debt Affidavit
- d. Executive Summary – Provide a narrative, prepared in non-technical terms, summarizing the offeror's proposal. The executive summary should identify the primary contact for the offeror including name, address, telephone number and email address.
- e. A detailed description of the services to be provided (including SLA) which addresses each of the topics listed in the Scope of Work/Specifications. Clearly state your ability to meet or exceed the requested services.
- f. E-rate Eligibility Status – Provide current documentation to confirm vendor has active Form 498 SPIN and FCC Green Light Status
- g. Reference list

VII. General Terms & Conditions

1. Awards will be made in the best interest of the Barbour County Board of Education
2. The Barbour County Board of Education may accept or reject in part, or in whole, any bid.
3. Barbour County Board of Education 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.
4. All quotations are governed by the *West Virginia Code* and Policy 8200.
5. All services performed or goods delivered under Barbour County Board of Education 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted only upon written request at the time of bid in accordance with the *West Virginia Code* and Barbour County Board of Education purchasing policy.
9. Any additional taxes, charges, or fees must be disclosed and included in quoted price.
10. The Barbour County Board of Education is exempt from Federal and State taxes and will not pay or reimburse such taxes.
11. The Purchasing Director may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
12. 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.
13. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.

VIII. 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.

Attachment A: 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 3-year initial term with two 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 A: Barbour RFP Pricing Schedule

All proposed pricing applies to 3-year initial term with two 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.

WAN Circuits				25 Mbps						50 Mbps					
Location Name	Address	Current Service Type	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 (Including Estimated Taxes/Fees)	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 (Including Estimated Taxes/Fees)
Barbour Co Schools Storage Building	1064 South Main Street, Phillipi, WV 26416	DSL	Current DSL Speed Unknown												
Junior Elementary School	49 West 1st. Street, Junior,WV 26275	Leased Lit Fiber Ethernet	100 Mbps												
Kasson Elem & Middle School	19 Kasson Road, Moatsville,WV 26405	Leased Lit Fiber Ethernet	100 Mbps												
Barbour Co Schools Office	45 School St, Phillippi,WV 26416	Leased Lit Fiber Ethernet	100 Mbps												
Barbour Co Schools Transportation Facility	330 Chestnut Street, Phillippi,WV 26416	Shared from County Office													
Belington Elementary School	471 Morgantown Pike, Belington,WV 26250	Leased Lit Fiber Ethernet	200 Mbps												
Belington Middle School	469 Morgantown Pike, Belington,WV 26250	Currently shared from Belington ES Proposing splitting in this contract													
Philip Barbour High School	99 Horseshoe Drive, Phillippi,WV 26416	Leased Lit Fiber Ethernet	200 Mbps												
Phillippi Elementary School	547 Cherry Hill Road, Phillippi,WV 26416	Leased Lit Fiber Ethernet	200 Mbps												
Phillippi Middle School	611 Cherry Hill Road, Phillippi,WV 26416	Currently shared from Phillippi ES Proposing splitting in this contract													
(NOC/Hub) Connection to North State K-12 Network Point of Presence (WV Network)	837 Chestnut Ridge Road, Morgantown, WV 26505	Leased Lit Fiber Ethernet	1 Gbps												

Bundled Internet/Transport				1.5 Mbps						5 Mbps					
Location Name	Address	Current Service Type	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 (Including Estimated Taxes/Fees)	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 (Including Estimated Taxes/Fees)
Barbour Co Schools Storage Building	1064 South Main Street, Phillipi, WV 26416	DSL	Current DSL Speed Unknown												

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	Cost

ATTACHMENT A: Barbour RFP Pricing Schedule

All proposed pricing applies to 3-year initial term with two 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.

WAN Circuits			100 Mbps						200 Mbps					
Location Name	Address	Current Service Type	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 (Including Estimated Taxes/Fees)	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 (Including Estimated Taxes/Fees)
Barbour Co Schools Storage Building	1064 South Main Street, Phillipi, WV 26416	DSL												
Junior Elementary School	49 West 1st. Street, Junior,WV 26275	Leased Lit Fiber Ethernet												
Kasson Elem & Middle School	19 Kasson Road, Moatsville,WV 26405	Leased Lit Fiber Ethernet												
Barbour Co Schools Office	45 School St, Phillipi,WV 26416	Leased Lit Fiber Ethernet												
Barbour Co Schools Transportation Facility	330 Chestnut Street, Phillipi,WV 26416	Shared from County Office												
Belington Elementary School	471 Morgantown Pike, Belington,WV 26250	Leased Lit Fiber Ethernet												
Belington Middle School	469 Morgantown Pike, Belington,WV 26250	Currently shared from Belington ES Proposing splitting in this contract												
Philip Barbour High School	99 Horseshoe Drive, Phillipi,WV 26416	Leased Lit Fiber Ethernet												
Phillippi Elementary School	547 Cherry Hill Road, Phillipi,WV 26416	Leased Lit Fiber Ethernet												
Phillippi Middle School	611 Cherry Hill Road, Phillipi,WV 26416	Currently shared from Phillippi ES Proposing splitting in this contract												
(NOC/Hub) Connection to North State K-12 Network Point of Presence (WV Network)	837 Chestnut Ridge Road, Morgantown, WV 26505	Leased Lit Fiber Ethernet												

Bundled Internet/Transport			10 Mbps						25 Mbps					
Location Name	Address	Current Service Type	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 (Including Estimated Taxes/Fees)	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 (Including Estimated Taxes/Fees)
Barbour Co Schools Storage Building	1064 South Main Street, Phillipi, WV 26416	DSL												

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	Cost

ATTACHMENT A: Barbour RFP Pricing Schedule

All proposed pricing applies to 3-year initial term with two 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.

WAN Circuits			500 Mbps						1 Gbps					
Location Name	Address	Current Service Type	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 (Including Estimated Taxes/Fees)	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 (Including Estimated Taxes/Fees)
Barbour Co Schools Storage Building	1064 South Main Street, Phillipi, WV 26416	DSL												
Junior Elementary School	49 West 1st. Street, Junior,WV 26275	Leased Lit Fiber Ethernet												
Kasson Elem & Middle School	19 Kasson Road, Moatsville,WV 26405	Leased Lit Fiber Ethernet												
Barbour Co Schools Office	45 School St, Phillipi,WV 26416	Leased Lit Fiber Ethernet												
Barbour Co Schools Transportation Facility	330 Chestnut Street, Phillipi,WV 26416	Shared from County Office												
Belington Elementary School	471 Morgantown Pike, Belington,WV 26250	Leased Lit Fiber Ethernet												
Belington Middle School	469 Morgantown Pike, Belington,WV 26250	Currently shared from Belington ES Proposing splitting in this contract												
Philip Barbour High School	99 Horseshoe Drive, Phillipi,WV 26416	Leased Lit Fiber Ethernet												
Phillippi Elementary School	547 Cherry Hill Road, Phillipi,WV 26416	Leased Lit Fiber Ethernet												
Phillippi Middle School	611 Cherry Hill Road, Phillipi,WV 26416	Currently shared from Phillippi ES Proposing splitting in this contract												
(NOC/Hub) Connection to North State K-12 Network Point of Presence (WV Network)	837 Chestnut Ridge Road, Morgantown, WV 26505	Leased Lit Fiber Ethernet												

Bundled Internet/Transport			50 Mbps						100 Mbps					
Location Name	Address	Current Service Type	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 (Including Estimated Taxes/Fees)	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 (Including Estimated Taxes/Fees)
Barbour Co Schools Storage Building	1064 South Main Street, Phillipi, WV 26416	DSL												

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	Cost

ATTACHMENT A: Barbour RFP Pricing Schedule

All proposed pricing applies to 3-year initial term with two 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.

WAN Circuits			2 Gbps						3 Gbps					
Location Name	Address	Current Service Type	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 (Including Estimated Taxes/Fees)	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 (Including Estimated Taxes/Fees)
Barbour Co Schools Storage Building	1064 South Main Street, Phillipi, WV 26416	DSL												
Junior Elementary School	49 West 1st. Street, Junior,WV 26275	Leased Lit Fiber Ethernet												
Kasson Elem & Middle School	19 Kasson Road, Moatsville,WV 26405	Leased Lit Fiber Ethernet												
Barbour Co Schools Office	45 School St, Phillipi,WV 26416	Leased Lit Fiber Ethernet												
Barbour Co Schools Transportation Facility	330 Chestnut Street, Phillipi,WV 26416	Shared from County Office												
Belington Elementary School	471 Morgantown Pike, Belington,WV 26250	Leased Lit Fiber Ethernet												
Belington Middle School	469 Morgantown Pike, Belington,WV 26250	Currently shared from Belington ES Proposing splitting in this contract												
Philip Barbour High School	99 Horseshoe Drive, Phillippi,WV 26416	Leased Lit Fiber Ethernet												
Phillippi Elementary School	547 Cherry Hill Road, Phillippi,WV 26416	Leased Lit Fiber Ethernet												
Phillippi Middle School	611 Cherry Hill Road, Phillippi,WV 26416	Currently shared from Phillippi ES Proposing splitting in this contract												
(NOC/Hub) Connection to North State K-12 Network Point of Presence (WV Network)	837 Chestnut Ridge Road, Morgantown, WV 26505	Leased Lit Fiber Ethernet												

Bundled Internet/Transport			200 Mbps					
Location Name	Address	Current Service Type	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 (Including Estimated Taxes/Fees)
Barbour Co Schools Storage Building	1064 South Main Street, Phillipi, WV 26416	DSL						

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	Cost

ATTACHMENT A: Barbour RFP Pricing Schedule

All proposed pricing applies to 3-year initial term with two 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.

WAN Circuits			4 Gbps						5 Gbps						
Location Name	Address	Current Service Type	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 (Including Estimated Taxes/Fees)	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 (Including Estimated Taxes/Fees)	E-Rate ELIGIBLE Non-recurring One-time Charges (NRC)
Barbour Co Schools Storage Building	1064 South Main Street, Phillipi, WV 26416	DSL													
Junior Elementary School	49 West 1st. Street, Junior,WV 26275	Leased Lit Fiber Ethernet													
Kasson Elem & Middle School	19 Kasson Road, Moatsville,WV 26405	Leased Lit Fiber Ethernet													
Barbour Co Schools Office	45 School St, Phillipi,WV 26416	Leased Lit Fiber Ethernet													
Barbour Co Schools Transportation Facility	330 Chestnut Street, Phillipi,WV 26416	Shared from County Office													
Belington Elementary School	471 Morgantown Pike, Belington,WV 26250	Leased Lit Fiber Ethernet													
Belington Middle School	469 Morgantown Pike, Belington,WV 26250	Currently shared from Belington ES Proposing splitting in this contract													
Philip Barbour High School	99 Horseshoe Drive, Phillippi,WV 26416	Leased Lit Fiber Ethernet													
Phillippi Elementary School	547 Cherry Hill Road, Phillippi,WV 26416	Leased Lit Fiber Ethernet													
Phillippi Middle School	611 Cherry Hill Road, Phillippi,WV 26416	Currently shared from Phillippi ES Proposing splitting in this contract													
(NOC/Hub) Connection to North State K-12 Network Point of Presence (WV Network)	837 Chestnut Ridge Road, Morgantown, WV 26505	Leased Lit Fiber Ethernet													

Bundled Internet/Transport

Location Name	Address	Current Service Type
Barbour Co Schools Storage Building	1064 South Main Street, Phillipi, WV 26416	DSL

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	Cost

ATTACHMENT A: Barbour RFP Pricing Schedule

All proposed pricing applies to 3-year initial term with two 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.

WAN Circuits			6 Gbps					7 Gbps							
Location Name	Address	Current Service Type	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 (Including Estimated Taxes/Fees)	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 (Including Estimated Taxes/Fees)	E-Rate ELIGIBLE Non-recurring One-time Charges (NRC)	E-Rate INELIGIBLE Non-recurring One-Time Charges (NRC)
Barbour Co Schools Storage Building	1064 South Main Street, Phillippi, WV 26416	DSL													
Junior Elementary School	49 West 1st. Street, Junior,WV 26275	Leased Lit Fiber Ethernet													
Kasson Elem & Middle School	19 Kasson Road, Moatsville,WV 26405	Leased Lit Fiber Ethernet													
Barbour Co Schools Office	45 School St, Phillippi,WV 26416	Leased Lit Fiber Ethernet													
Barbour Co Schools Transportation Facility	330 Chestnut Street, Phillippi,WV 26416	Shared from County Office													
Belington Elementary School	471 Morgantown Pike, Belington,WV 26250	Leased Lit Fiber Ethernet													
Belington Middle School	469 Morgantown Pike, Belington,WV 26250	Currently shared from Belington ES Proposing splitting in this contract													
Philip Barbour High School	99 Horseshoe Drive, Phillippi,WV 26416	Leased Lit Fiber Ethernet													
Phillippi Elementary School	547 Cherry Hill Road, Phillippi,WV 26416	Leased Lit Fiber Ethernet													
Phillippi Middle School	611 Cherry Hill Road, Phillippi,WV 26416	Currently shared from Phillippi ES Proposing splitting in this contract													
(NOC/Hub) Connection to North State K-12 Network Point of Presence (WV Network)	837 Chestnut Ridge Road, Morgantown, WV 26505	Leased Lit Fiber Ethernet													

Bundled Internet/Transport

Location Name	Address	Current Service Type
Barbour Co Schools Storage Building	1064 South Main Street, Phillipi, WV 26416	DSL

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	Cost

ATTACHMENT A: Barbour RFP Pricing Schedule

All proposed pricing applies to 3-year initial term with two 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.

WAN Circuits			8 Gbps				9 Gbps					
Location Name	Address	Current Service Type	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 (Including Estimated Taxes/Fees)	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 (Including Estimated Taxes/Fees)
Barbour Co Schools Storage Building	1064 South Main Street, Phillipi, WV 26416	DSL										
Junior Elementary School	49 West 1st. Street, Junior,WV 26275	Leased Lit Fiber Ethernet										
Kasson Elem & Middle School	19 Kasson Road, Moatsville,WV 26405	Leased Lit Fiber Ethernet										
Barbour Co Schools Office	45 School St, Phillipi,WV 26416	Leased Lit Fiber Ethernet										
Barbour Co Schools Transportation Facility	330 Chestnut Street, Phillipi,WV 26416	Shared from County Office										
Belington Elementary School	471 Morgantown Pike, Belington,WV 26250	Leased Lit Fiber Ethernet										
Belington Middle School	469 Morgantown Pike, Belington,WV 26250	Currently shared from Belington ES Proposing splitting in this contract										
Philip Barbour High School	99 Horseshoe Drive, Phillipi,WV 26416	Leased Lit Fiber Ethernet										
Phillippi Elementary School	547 Cherry Hill Road, Phillipi,WV 26416	Leased Lit Fiber Ethernet										
Phillippi Middle School	611 Cherry Hill Road, Phillipi,WV 26416	Currently shared from Phillippi ES Proposing splitting in this contract										
(NOC/Hub) Connection to North State K-12 Network Point of Presence (WV Network)	837 Chestnut Ridge Road, Morgantown, WV 26505	Leased Lit Fiber Ethernet										

Bundled Internet/Transport

Location Name	Address	Current Service Type
Barbour Co Schools Storage Building	1064 South Main Street, Phillipi, WV 26416	DSL

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	Cost

ATTACHMENT A: Barbour RFP Pricing Schedule

All proposed pricing applies to 3-year initial term with two 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.

WAN Circuits			10 Gbps						Other E-Rate Ineligible Costs* (Itemize below)
Location Name	Address	Current Service Type	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 (Including Estimated Taxes/Fees)	
Barbour Co Schools Storage Building	1064 South Main Street, Phillipi, WV 26416	DSL							
Junior Elementary School	49 West 1st. Street, Junior,WV 26275	Leased Lit Fiber Ethernet							
Kasson Elem & Middle School	19 Kasson Road, Moatsville,WV 26405	Leased Lit Fiber Ethernet							
Barbour Co Schools Office	45 School St, Phillippi,WV 26416	Leased Lit Fiber Ethernet							
Barbour Co Schools Transportation Facility	330 Chestnut Street, Phillippi,WV 26416	Shared from County Office							
Belington Elementary School	471 Morgantown Pike, Belington,WV 26250	Leased Lit Fiber Ethernet							
Belington Middle School	469 Morgantown Pike, Belington,WV 26250	Currently shared from Belington ES Proposing splitting in this contract							
Philip Barbour High School	99 Horseshoe Drive, Phillippi,WV 26416	Leased Lit Fiber Ethernet							
Phillippi Elementary School	547 Cherry Hill Road, Phillippi,WV 26416	Leased Lit Fiber Ethernet							
Phillippi Middle School	611 Cherry Hill Road, Phillippi,WV 26416	Currently shared from Phillippi ES Proposing splitting in this contract							
(NOC/Hub) Connection to North State K-12 Network Point of Presence (WV Network)	837 Chestnut Ridge Road, Morgantown, WV 26505	Leased Lit Fiber Ethernet							

Bundled Internet/Transport

Location Name	Address	Current Service Type
Barbour Co Schools Storage Building	1064 South Main Street, Phillipi, WV 26416	DSL

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	Cost

Attachment B

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:

VENDOR:

Local Education Agency: Barbour County Board of Education

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Revised 07-12

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 one 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: _____