

2024 Doddridge County Schools Wide Area Network (WAN) Request for Proposal (RFP)

E-Rate Applicant BEN:	126773
RFP Title:	FY2024 Doddridge County Schools Wide Area Network
E-Rate Form 470#:	240000484
FCC Form 470/RFP Posted Date:	September 27, 2023
Questions due by:	Wednesday, October 4, 2023, by 3:30 PM Eastern
Responses to Questions Distributed:	Wednesday, October 11, 2023
RFP Close Date/Time:	Wednesday, November 8, 2023, at 10:00 AM Eastern, Local Prevailing Time
Anticipated Start of Services:	July 1, 2024

USPS Deliveries to:

Doddridge County Schools

E-rate FY2024 Wide Area Network RFP

ATTN: Darren McCullough

268 Bulldog Drive

West Union, WV 26456

Fed Ex, UPS, or Hand Deliveries to:

Doddridge County Schools

E-rate FY2024 Wide Area Network RFP

ATTN: Darren McCullough

268 Bulldog Drive

West Union, WV 26456

GENERAL TERMS & CONDITIONS

1. Awards will be made in the best interest of the Doddridge County School District.
2. The Doddridge County School District may accept or reject in part, or in whole, any bid.
3. Doddridge County School District 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 Doddridge County School District 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 Doddridge County School District purchasing policy.
9. Any additional taxes, charges, or fees must be disclosed and included in quoted price.
10. The Doddridge County School District 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.

INSTRUCTIONS TO BIDDERS

1. RFP responses are to be received in the form of sealed bids at Doddridge County Schools, Attention: Darren McCullough 268 Bulldog Drive, West Union, WV 26456 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 A). 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 8, 2023, at 10:00 AM**, in the Board Office of the Doddridge County Board of Education, 268 Bulldog Dr, West Union, WV.
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 Doddridge County Schools.
 - Proposal requires an initial contract term longer than 36 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.
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.
9. Bids are to be received in the form of sealed bids.
10. Proposers must submit a copy of the Attachment A pricing sheet and Attachment C: No-Debt Affidavit with their proposal and should include signed copies of the Attachment B (Contract Agreement Addendum/WV-96) with their contract.

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

Doddridge County Schools is soliciting a Request for Proposal for the installation of high bandwidth service as indicated below. The project must include termination of each circuit at a switch owned and maintained by the vendor at each termination location (i.e. school site).

The proposal shall include initial installation (non-recurring charges) and monthly recurring service charges that shall be priced separately for each service location--See **Attachment A**.

Any questions related to the technical aspects of this document should be submitted via web form at <https://forms.office.com/pages/responsepage.aspx?id=S7AZ4AwzekaLrgn7FzdNam4N20HpOX1F1F1jf0uvlCpUN0JNk9CSEM5MktJTU8yVzVinkFVMTNPTS4u&wdLOR=c645F5DB5-BA50-4225-AF51-3158265DBA7B> no later than **Wednesday, October 4, 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 11, 2024**.

- The vendor must quote a turn-key solution that will be installed, tested, fully operational, and accepted by Doddridge 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. Billing should run the 1st through the end of the month.
- 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 Doddridge 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.
- All circuits in this RFP response will transport full quoted bandwidth for Doddridge County Schools use only.
- In the event of a site closing, Vendor shall allow for termination of service to the location without imposing any early termination charge.
- Should the state network POP site need to be relocated, the Vendor will cooperate with Doddridge County School District to effectuate the move as cost effectively as possible. Any non-recurring charges for such relocations are expressly contemplated under this RFP and shall be addressed in the contract negotiated with the selected Vendors. For any site closing, the proportionate share of the costs of serving that building shall be deducted from the monthly recurring charge for the remaining term of the contract.
- In the event that a school requires the relocation of its service, Vendor will cooperate with Doddridge County School District to effectuate the move as cost effectively as possible. Any non-recurring charges for such relocations are expressly contemplated under this RFP and shall be addressed in the contract negotiated with the selected Vendors. For any school closing that may occur, the proportionate share of the costs of serving that building shall be deducted from the monthly recurring charge for the remaining term of the contract without any early termination charge.
- The vendor’s proposal price shall be for three-year base with two signed one-year renewals. Vendor must agree to sign contract agreement addendum (Attachment B) and No-Debt Affidavit (Attachment C).

- 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.
- The vendor must be an eligible provider under the FCC/SLD rules and be willing to file an E-rate Form 474, Service Provider Invoice (SPI) on behalf of Doddridge County Schools. Documentation of this is required with the bid response, along with the vendor's Service Provide Identification Number (SPIN) which must be provided for application purposes. 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 B.
- The vendor shall provide a physical and logical Network Drawing of proposed network in PDF format.
- The District desires discounted Service Provider Invoice (SPI) billing and access to a Vendor billing portal. Please describe the ability to provide each

CIRCUIT SPECIFICATIONS

- Provide pricing for options scalable to 10 Gbps in ranges of 1 Gbps from the hub at Doddridge County High School at 79 Bulldog Dr., West Union, WV 26456 to the statewide K12 network Point of Presence (POP) currently located at Northern POP, currently located in WVNET at 837 Chestnut Ridge Rd, Morgantown, WV 26505. Please provide separate pricing for all options in a variety of speeds to allow for growth and increase; however pricing increases due to scaled rates requiring additional charges due to facilities upgrades, etc., should only be applied at the particular rate bands for which the increased costs are applicable.
- Provide pricing for options scalable to 10 Gbps in ranges of 1 Gbps, from all schools/entities below to the hub at Doddridge County High School at 79 Bulldog Dr., West Union, WV 26456 to allow for growth and increase; however, pricing increases due to scaled rates requiring additional charges due to facilities upgrades, etc., should only be applied at the particular rate bands for which the increased costs are applicable. (See list below.)
- Doddridge County Schools reserves the right to change any circuit to an alternate speed with a 30-day notice to the vendor. All quoted transfer rates will be available for the life of the contract.

Bid Evaluation Criteria

In accordance with E-rate regulations, the price of E-rate eligible services will be the most heavily weighted factor for all decisions.

Criteria	Points
E-rate Eligible Cost	40 points
Prior Experience with Doddridge County Schools, qualification of personnel, environmental factors	20 points
Ability to provide a turn-key solution	20 points
Ability to receive 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 A.**

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

Entity Name	Physical Address	Minimum Speed
Doddridge County Board of Education	268 Bulldog Drive, West Union, WV 26456	1 Gbps
Doddridge County Elementary School	182 Doddridge School Road, West Union, WV 26456	1 Gbps
Doddridge County Middle School	65 Doddridge School Road, West Union, WV 26456	1 Gbps
Doddridge County High School	79 Bulldog Drive, West Union, WV 26456	1 Gbps
Doddridge County Early Learning Academy	2945 Smithton Rd, West Union, WV 26456	1 Gbps
Career Technical Education Building (Annex of Doddridge County High School)	126 Janice M Michels Drive, West Union, WV 26456	1 Gbps
Doddridge County Schools Agricultural Center (Annex of Doddridge County High School)	6251 Greenbrier Rd, Salem, WV 26426	1 Gbps
Bus Garage	178 Janice M Michels Drive, West Union, WV 26456	(Shared from Career Technical Education)
(Doddridge County High School Hub 79 Bulldog Drive, West Union, WV 26456) Connection to North State K- 12 Network Point of Presence	837 Chestnut Ridge Rd, Morgantown, WV 26505	2 Gbps

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: Doddridge 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.

			1 Gbps						2 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	E-Rate ELIGIBLE Non-recurring One-time Charges (NRC)
Doddridge County Board of Education	268 Bulldog Drive, West Union, WV 26456	1 Gbps													
Doddridge County Elementary School	182 Doddridge School Road, West Union, WV 26456	1 Gbps													
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Doddridge County High School	79 Bulldog Drive, West Union, WV 26456	1 Gbps													
Doddridge County Early Learning Academy	2945 Smithton Rd, West Union, WV 26456	1 Gbps													
Career Technical Education Building (Annex of Doddridge County High School) shared with Bus Garage	(CTE - 126 Janice M Michels Drive, West Union, WV 26456) (Bus Garage - 178 Janice M Michels Drive, West Union, WV 26456)	1 Gbps													
Doddridge County Schools Agricultural Center (Annex of Doddridge County High School)	6251 Greenbrier Rd, Salem, WV 26426	1 Gbps													
Doddridge County High School to North State K-12 Network Point of Presence	79 Bulldog Drive, West Union, WV 26456 to 837 Chestnut Ridge Rd, 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

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			3 Gbps					4 Gbps					
Location Name	Address	Current Speeds (Mbps/Gbps)	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
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			5 Gbps						6 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
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7 Gbps									8 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
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			9 Gbps					
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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	
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Location	Service/Product

WV-96
1/1/2019

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"):

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service:

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**

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

Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.

8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.

10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.

11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.
- Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~striking through~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General’s authorized representative expressly agree to and knowingly approve those alterations.

State: _____

Vendor: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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: _____