

Department of Administration **Purchasing Division** 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

State of West Virginia **Master Agreement**

Order Date: 04-17-2023

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number:	CMA 0402 0065 EDD2300000001 1	Procurement Folder:	1181103
Document Name:	E-Rate Training and Advisory Services	Reason for Modification:	
Document Description:	E-Rate Training and Advisory Services		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2023-04-20
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2024-04-19

			<u> </u>			2027 01 10
9181		VENDOR				DEPARTMENT CONTACT
Vendor	Customer Code:	VS00000423	93		Requestor Name:	Amanda Netzer
Funds F	For Learning LLC				Requestor Phone:	(304) 957-9833
2575 Ke	elley Pointe Parkway,	Suite 200			Requestor Email:	anetzer@k12.wv.us
Edmond	d		ОК	73013		
US						22
Vendor	Contact Phone:	4054710928	Extension	on:		1-5
D!	- 1 D - 1 - 21 -					
DISCOL	unt Details:					FILE LOCATION
	Discount Allowed	Discount Per	centage	Discount Days		
#1	No	0.0000		0		
#2	No					
#3	No					
#4	No				=3	

INVOICE :	то		SHIP TO
OFFICE OF FINANCE & INTERNAL OPERA	TIONS	SECRETARY	
DEPARTMENT OF EDUCATION		DEPARTMENT OF EDUCATION	
BLDG 6, RM 700		OFFICE OF TECHNOLOGY	
1900 KANAWHA BLVD E		1900 KANAWHA BLVD E, BLDG	6 RM 550
CHARLESTON	WV 25305	CHARLESTON	WV 25305-0330
US		us	

4-19-23 BAT

Total Order Amount: Open End

Purchasing Division's File Copy

PURCHASING DIVISION AUTHORIZATION

ATTORNEY GENERAL APPROVAL AS TO FORM

Page: 1

DATE: ELECTRONIO SIGNATURE ON FILE

DATE

ENCUMBRANCE CERTIFICATION

ELECTRONIC SIGNATURE ON FILE

Date Printed: Apr 17, 2023 Order Number: CMA 0402 0065 EDD2300000001 1

FORM ID: WV-PRC-CMA-002 2020/01

Extended Description:

The vendor, Funds for Learning LLC., agrees to enter into this contract with the agency, The West Virginia Departmenet of Educations, for E-Rate Training & Advisory Services per the specifications, terms and conditions, Addendum #1 issued 3/1/2023, and the vendors submitted bid response dated 03/08/2023 all incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	80101508			MO	8125.000000
	Service From	Service To		Service Conf	ract Amount
				0.00	

Commodity Line Description:

Year 1 -E-Rate and ECF Training & Advisory Services

Extended Description:

Year 1 -E-Rate and ECF Training & Advisory Service

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	80101508			EA	3500.000000
	Service From	Service To		Service Con	tract Amount
				0.00	

Commodity Line Description:

FTF Fall 2-Day Training

Extended Description:

Face To Face (FTF) Fall Two (2) Day Training

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	80101508			EA	1800.000000
	Service From Service	Service To		Service Con	tract Amount
				0.00	

Commodity Line Description:

Virtual Fall 2-Day Training

Extended Description:

Virtual Fall Two (2) Day Training

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	80101508			EA	850.000000
	Service From	Service To		Service Con	tract Amount
				0.00	

Commodity Line Description:

Half-Day Virtual Training

Extended Description:

Half-Day Virtual Training (Per Training Meeting)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	80101508			HOUR	250.000000
	Service From	Service To		Service Contr	act Amount
				0.00	

Commodity Line Description:

Additional Hours

Extended Description:

Additional hours per 4.1.1.4.8 is specifications.

Date Printed: Apr 17, 2023 Order Number: CMA 0402 0065 EDD2300000001 1

Page: 2

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- **2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
- **2.1.** "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
- 2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.
- **2.3.** "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- **2.4.** "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
- **2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
- **2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
- **2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- **2.9. "Vendor"** or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

✓ Term Contract
Initial Contract Term: The Initial Contract Term will be for a period ofone (1) year The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.
Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited totwo (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)
Alternate Renewal Term — This contract may be renewed for successive year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)
Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.
Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed withindays.

receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:
the contract will continue for years;
the contract may be renewed for successive year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).
One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as), and continues until the project for which the vendor is providing oversight is complete.
Other: Contract Term specified in
4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.
5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
✓ Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.
Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
Construction: This Contract is for construction activity more fully defined in the specifications.
6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.
7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.
The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is

Revised 11/1/2022

listed above.

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

- 9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
- 10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall

	ency's right to pursue any other available rem e amount specified below or as described in the	
	for	
Liquidated Dan		
Liquidated Dan	nages Are Not Included in this Contract.	

- 12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.
- **14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.
- 15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)
- 16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

- 17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
- 19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.
- **20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.
- 21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.
- **22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
 - SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
- 23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

- 24. MODIFICATIONS: This writing is the parties' final expression of intent.

 Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.
- 28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- **29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- **30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html.

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

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

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

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

- 33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- **34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

Revised 11/1/2022

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

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.
- **38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

 ✓ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.
- **40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.
- 41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
 - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
 - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
 - c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 - 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

- **44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.
- **45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.
- **46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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

(Printed Name and Title) Verlyne Jolley
(Address) 2575 Kelley Pointe Parkway, Suite 200
(Phone Number) / (Fax Number) (405) 341-4140 Ext. 0950
(Email address) vjolley@fundsforlearning.com; acct@fundsforlearning.com

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

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Funds For Learning LLC
(Company) - A Cum
(Signature of Authorized Representative)
Catherine Cruzan, President
(Printed Name and Title of Authorized Representative) (Date)
(405) 341-4140
(Phone Number) (Fax Number)
acct@fundsforlearning.com
(Email Address)

Revised 11/1/2022

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ EDD23*01

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

		Numbers Received: ox next to each addendum rece	eive	d)	
[]	K]	Addendum No. 1	[]	Addendum No. 6
[]	Addendum No. 2	[]	Addendum No. 7
[]	Addendum No. 3	[]	Addendum No. 8
[]	Addendum No. 4	[]	Addendum No. 9
[]	Addendum No. 5	[]	Addendum No. 10

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

Funds For Learn	ning LLC	
Contin	Company	
Man	Authorized Signature	-
3/4/2023		
	Date	

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing. Revised 6/8/2012

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Education, Office of Data Management & Information Systems to establish a contract for E-rate and ECF Training and Advisory Services to include: information resources, leveraging the vendor's experience and resources, providing expertise and advice to reduce risk and maximize results of the state's participation in the E-rate program. Utilization of the services specified herein shall be limited to the WV Technology Officer, State E-rate Coordinator, and personnel as more fully described in these specifications.

BACKGROUND: The new WV State E-rate Coordinator will need training and advisory services (phone/email support) to facilitate the E-rate filing at the State level and to provide filing support to the school districts. As State E-rate Coordinator, they must be aware of any legislation or rulings related to the FCC and USAC, any orders or procedures, and numerous other events which occur related to the position. This RFQ requests assistance from a vendor to train this position so they may have the background knowledge and expertise to perform the job.

- **2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - **2.1 "Contract Services"** means E-rate and ECF Training and Advisory services as more fully described in these specifications.
 - **2.2 "Pricing Page"** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
 - **2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 "E-Rate Services" means the commonly used name for the Schools and Libraries Program of the Universal Service Fund, which is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC).
 - **2.5 "FCC Form 470"** means "Description of Services Requested and Certification Form" is the first form that must be filed by a school or library in the E-rate application process.
- 2.6 "FCC Form 471" means "Description of Services Ordered and Certification Form" is the second form that must be filed by a school or library in the E-rate application process. Its purpose is to individually list all contracts and services for which the Revised 12/12/2017

E-Rate Training & Advisory Services

- applicant is requesting discounts.
- 2.7 "FCC Form 472" means (Billed Entity Applicant Reimbursement (BEAR) Form) to request reimbursement from USAC for the discount costs of the eligible products or services approved on the FCC Form 471, and which the applicant has received and paid for in full.
- 2.8 "FCC Form 486" means (Receipt of Service Confirmation and Children's Internet Protection Act Certification Form) notifies USAC that the billed entity and/or the eligible entities that it represents is receiving, or has received, service in the relevant funding year from the named service provider(s).
- 2.9 "Form 500" means (Funding Commitment Adjustment Request Form) is used to submit changes to funding requests after USAC has issued commitments for those requests.
- 2.10 "FDCLs" means Funding Commitment Decision Letters.
- 2.11 "SPIN" means a Service Provider Identification Number (SPIN) is a unique nine-digit number assigned to service providers by USAC when an FCC Form 498 is filed.
- 2.12 "NSLP" means the National School Lunch Program
- 2.13 "Percent Needy" means children who receive free and reduced lunch
- 2.14 "PIA" mean Program Integrity Assurance
- 2.15 "ECF" means Emergency Connectivity Funds
- 2.16 "EPC" means E-rate Productivity Center (EPC) EPC is the account and application management portal for the Schools and Libraries (E-Rate) program. Applicants, consultants, and service providers participating in the E-Rate program use this tool to manage program processes and to submit questions.
- 2.17 "CIPA" means Children's Internet Protection Act (CIP)
- 2.18 "WVBE" means West Virginia Board of Education (WVBE)
- **2.19** "Valid File" means the state data file used to confirm the E-rate discount rates and entity eligibility for schools and libraries.

- 3. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications and should submit proof with the bid. Proof may be requested prior to contract award if not submitted with the bid:
 - **3.1.** The Vendor must have a minimum of five (5) years of experience providing the services requested in Section 4, at the State Level. Compliance with experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request.
 - **3.2.** Vendor must provide a minimum of 3 references providing similar scope and size of work.
 - **3.3.** Vendor must provide a resume for the dedicated person(s) who will be providing the training and advisory services.
 - **3.4.** Vendor must be a certified member of E-MPA (E-rate Management Professionals Association).

4. MANDATORY REQUIREMENTS:

- **4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.
 - 4.1.1 Vendor must maintain a current level of knowledge of E-rate rules, regulations, and interpretations. It is expected that the Vendor, at its own expense, will participate in annual Schools and Library Division (SLD) training at national levels, and will track new E-rate developments through applicable website monitoring and program-specific teleconferences and listservs mailing lists.
 - **4.1.2** Vendor must provide the following E-rate and ECF Training and Advisory Services to the WV E-rate Coordinator and personnel:
 - **4.1.2.1 Year 1 Training/Advisory Services will be 750 hours of training.**Vendor must provide step-by-step hands-on training via Microsoft Teams to the E-rate Coordinator. This includes but is not limited to:
 - **4.1.2.1.1** Assistance in navigating the USAC website and EPC system.

- **4.1.2.1.2** Assistance in the review, filing, audit, and appeals related to the USAC.
- **4.1.2.1.3** Assistance in filing an FCC Form 470 (this will include an RFQ/RFP and using WV Purchasing procedures and/or Policy 8200).
- **4.1.2.1.4** Assistance in determining the discount rates using enrollment data and percent needy data and creation/review of the Valid File.
- **4.1.2.1.5** Assistance with filing any and all FCC Forms as needed. This includes but is not limited to FCC Form 471, FCC Form 472, FCC Form 486, and FCC Form 500.
- **4.1.2.1.6** Assistance with checking the status of WV schools E-rate funding requests.
- **4.1.2.1.7** Assistance with checking for regulatory and program change proposals, USAC key decision, and other critical information that would impact WV filings.
- **4.1.2.1.8** Assistance in the coordination of WV specific E-rate and ECF issues among other state E-rate Coordinators and USAC.
- **4.1.2.1.9** Assistance with filing appeals to USAC on behalf of the WVDE.
- **4.1.2.1.10** Assistance with the coordination of documents required for filing the State Internet Access E-rate application.
- **4.1.2.1.11** Assistance with the review of all documents prior to submission by the WV State E-rate Coordinator to USAC or to the vendor(s).
- **4.1.2.1.12** Assistance with E-rate and ECF audits.

- **4.1.2.1.13** Assistance with PIA application review
- **4.1.2.1.14** Assistance with CIPA Compliance
- **4.1.2.1.15** Provide monthly Status Reports summarizing the work performed during the reporting period, work to be accomplished in subsequent reporting periods, and a summary of any issues or problems (real or anticipated).
- **4.1.2.1.16** Email and telephone support for designated WVDE personnel must be available Monday through Friday, 8:00AM 5:00PM EST, with a response within the next business day.
- 4.1.2.2 Year 2 Training/Advisory will be 450 475 hours of training.
- 4.1.2.3 Year 3 Training/Advisory will be 300 hours of training.
- 4.1.2.4 Vendor must provide the following Training Services with the WV E-rate Coordinator to the Districts (currently 57 districts):
 - **4.1.2.4.1** Attend Fall E-rate training with the E-rate Coordinator for district training (2 days). This training may be held either face to face (FTF) or virtually depending on funding and approval by State Superintendent. (Pricing page has separate commodity lines for the option FTF or Virtual).
 - **4.1.2.4.2** Provide assistance with developing training materials to support districts participating in the E-rate program.
 - **4.1.2.4.3** Provide guidance for items to include/discuss.
 - **4.1.2.4.4** Provide assistance with preparing and reviewing materials and documents.
 - **4.1.2.4.5** Provide information assistance for related needs/questions for the training.
 - **4.1.2.4.6** Provide assistance to the E-rate Coordinator to provide resources and support for the application of E-rate funding and compliance for the districts.

- **4.1.2.4.7** Provide assistance to the E-rate Coordinator for optional half day virtual trainings to current and potential E-rate participants.
- 4.1.2.4.8 Additional Hours not to exceed a total of 100 hour per year. Additional hours will only be allowed if WVDE requires additional training/advisory hours in excess of 750 hours for year 1, 475 hours for year 2, and 300 hours for year 3. Additional hours for training/advisory services must stay within the scope of the services as listed in this contract.

5. CONTRACT AWARD:

- **5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- **5.2 Pricing Page:** Vendor should complete the Exhibit A Pricing Page by entering the monthly charge per year and price per meeting. The Exhibit A spreadsheet will automatically calculate for Total Bid Amount. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: joseph.e.hageriii@wv.gov.

- 6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT: Agency shall pay monthly or quarterly, in arrears, for services as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

E-Rate Training & Advisory Services

- 8. TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - **9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - **9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - **9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - **9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

- 10.1. The following shall be considered a vendor default under this Contract.
 - **10.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.
 - **10.1.2.** Failure to comply with other specifications and requirements contained herein.
 - **10.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

E-Rate Training & Advisory Services

- 10.1.4. Failure to remedy deficient performance upon request.
- 10.2. The following remedies shall be available to Agency upon default.
 - 10.2.1. Immediate cancellation of the Contract.
 - **10.2.2.** Immediate cancellation of one or more release orders issued under this Contract.
 - 10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Verlyne Jolley

Telephone Number: (405) 341-4140 Ext. 0950

Fax Number:

Email Address: vjolley@fundsforlearning.com



State of West Virginia Solicitation Response

Proc Folder: 1181103

Solicitation Description: E-Rate Training and Advisory Services

Proc Type: Central Master Agreement

 Solicitation Closes
 Solicitation Response
 Version

 2023-03-08 13:30
 SR 0402 ESR03072300000004121
 1

VENDOR

VS0000042393

Funds For Learning LLC

Solicitation Number: CRFQ 0402 EDD2300000001 8543701171875

Total Bid: Response Date: 2023-03-08 Response Time: 08:48:23

Comments:

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III (304) 558-2306 joseph.e.hageriii@wv.gov

Vendor

Signature X FEIN# DATE

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

 Date Printed:
 Mar 8, 2023
 Page: 1
 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Year 1 -E-Rate and ECF Training & Advisory Services		МО	8125.000000	

Comm Code	Manufacturer	Specification	Model #	
80101508				

Commodity Line Comments: Rate: \$130.00 per hour

Extended Description:

Year 1 -E-Rate and ECF Training & Advisory Service 750 Hours Per Year - Annual Rate Billed Monthly

Line C	omm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
_	ear 2 -E-Rate and ECF Training & Advisory ervices		МО	5541.670000	

Comm Code	Manufacturer	Specification	Model #	
80101508				

Commodity Line Comments: Rate: \$140.00 per hour

Extended Description:

Year 2 -E-Rate and ECF Training & Advisory Services 475 Hours Per Year - Annual Rate Billed Monthly

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Year 3 -E-Rate and ECF Training & Advisory Services		MO	4125.000000	

Comm Code	Manufacturer	Specification	Model #	
80101508				

Commodity Line Comments: Rate: \$165.00 per hour

Extended Description:

Year 3 -E-Rate and ECF Training & Advisory Services 300 Hours Per Year - Annual Rate Billed Monthly

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	FTF Fall 2-Day Training		EA	3500.000000	

Comm Code	Manufacturer	Specification	Model #	
80101508				

Commodity Line Comments:

Extended Description:

Face To Face (FTF) Fall Two (2) Day Training

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Virtual Fall 2-Day Training		EA	1800.000000	

 Date Printed:
 Mar 8, 2023
 Page: 2
 FORM ID: WV-PRC-SR-001 2020/05

Comm Code	Manufacturer	Specification	Model #	
80101508				

Commodity Line Comments:

Extended Description:

Virtual Fall Two (2) Day Training

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Half-Day Virtual Training		EA	850.000000	

Comm Code	Manufacturer	Specification	Model #	
80101508				

Commodity Line Comments:

Extended Description:

Half-Day Virtual Training (Per Training Meeting)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Additional Hours	EA		250.000000	

Comm Code	Manufacturer	Specification	Model #	
80101508				

Commodity Line Comments: Additional Hourly Support

Extended Description:

Additional hours per 4.1,1,4.8 is specifications.

 Date Printed:
 Mar 8, 2023
 FORM ID: WV-PRC-SR-001 2020/05