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Header 2

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1041920

Procurement Type: Central Master Agreement

Vendor ID: 000000102750

Legal Name: TEL LOGIC INC

Alias/DBA:

Total Bid: \$30,000.00

Response Date: 06/28/2022

Response Time: 21:06

Responded By User ID: TelLogic

First Name: Winston

Last Name: Himsworth

Email: whimsworth@centraled.com

Phone: 5168017801

SO Doc Code: CRFQ

SO Dept: 0433

SO Doc ID: LIB2200000009

Published Date: 6/16/22

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Close Time: 13:30

Status: Closed

Solicitation Description: E-Rate Services Coordinator

Total of Header Attachments: 2

Total of All Attachments: 2



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1041920
Solicitation Description: E-Rate Services Coordinator
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2022-06-29 13:30	SR 0433 ESR06282200000008145	1

VENDOR
 000000102750
 TEL LOGIC INC

Solicitation Number: CRFQ 0433 LIB2200000009
Total Bid: 30000
Response Date: 2022-06-28
Response Time: 21:06:09

Comments: E-Rate Central is a national leader in the E-rate consulting industry. We are the largest E-rate consulting firm in number of clients and the second largest in requested funding. We currently work with schools and libraries in 37 states including West Virginia. We are entrusted by Louisiana, Michigan, Nevada, New Mexico, New York, North Carolina, Texas, and Virginia to provide strategic statewide support services which will benefit the West Virginia Library Commission.
 E-Rate Central has a long history of supporting libraries and we currently work with over 230 libraries, excluding branches, on their E-rate filings. This experience makes E-Rate Central uniquely positioned to support the West Virginia Library Commission.
 The West Virginia Library Commission has been successfully participating in the E-rate program since its inception and has received cumulative disbursements of \$13.6 million. The Commission has reaped large benefits solely on Category One discounts for its libraries. We also see a great opportunity in leveraging E-rate for Category Two services. Based on our analysis, the libraries in West Virginia have a Category Two budget of around \$5.7 million which could result in a reimbursement of over \$4.7 million over the next four years. Category Two is another valuable funding source, and we welcome the opportunity to support the Library Commission if it decides to leverage these funds as well.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	E-Rate Coordinator				30000.00

Comm Code	Manufacturer	Specification	Model #
84131510			

Commodity Line Comments: E-Rate Central charges a fixed fiscal year fee for its E-rate consulting support services. Our fees vary according to the expected size and complexity of an applicant s E-rate application(s), but generally reflect a declining percentage of E-rate funding (an effective proxy for the work involved). We calculated your fee based on \$750,984.30 in average funding for Category 1 services for FY2021 and FY2022. Using these funding levels, E-Rate Central is offering a fixed fee of \$30,000 for E-rate consulting services from July 1, 2022, to June 30, 2023. This fee includes support for all Category 1 E-rate related activities, regardless of funding year, for the contract period. The rate of pay shall be \$2,500 per month and not to exceed \$30,000 annually. Except for onsite support and Category 2 services, this fee is all inclusive. In the event the West Virginia Library Commission decides to file for Category 2 support, E-Rate Central is offering a not to exceed percentage of 3.5% of the requested Category 2 services.

Extended Description:

To provide E-rate Consultation for FCC E-Rate forms for the WV Library Commission. A program that provides discounts to assist schools and libraries in the US to obtain affordable telecommunications and internet access.



Tel/Logic Inc., d.b.a. E-Rate Central Proposal
Submission Date: 06/29/2022

Buyer: Josh Hager

Solicitation No.: CRFQ 0433 LIB2200000009

Bid Opening Date: 06/29/2022

Bid Opening Time: 1:30 PM ET

Fax Number: 304-558-3970



Mr. Josh Hager
West Virginia Library Commission
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

Dear Mr. Hager:

Tel/Logic Inc., d.b.a. E-Rate Central, is pleased to provide the West Virginia Library Commission with a proposal for E-Rate Services Coordinator in response to Solicitation CRFQ 0433 LIB2200000009. In the past five years, E-Rate Central increased from 481 clients representing 33 states to 787 clients in 37 states. This growth by approximately 1/3 was organic and predominantly born out of either word of mouth or through our website. We believe growth is a direct indicator of client satisfaction and being an industry leader.

Tel/Logic Inc., d.b.a. E-Rate Central is a Corporation registered in the State of New York and was initially incorporated on March 30, 1988. E-Rate Central was established in 1997 for the sole purpose of helping schools, school districts, libraries, and library systems successfully navigate the complex and time-consuming rules and procedures of the federal E-rate Program. The overriding goal that drives our organization is simple: make the E-rate program work for our clients.

E-Rate Central, does not have, nor does Tel/Logic or any of its employees, a financial or marketing interest in any other organization that provides E-rate eligible services. Most specifically, Tel/Logic *does not have a Service Provider Identification Number (SPIN)*, a basic requirement for doing business as an E-rate vendor. We are a registered consultant with USAC and have been assigned Consultant Registration Number (CRN) 16060891.

E-Rate Central's clients benefit from our firm's 99+% funding approval rate and collective 500+ years of E-rate filing experience. E-rate Central is ready to partner with the West Virginia Library Commission to manage the complex E-rate program and maximize funding for its library members.

E-Rate Central is a national leader in the E-rate consulting industry. We are the largest E-rate consulting firm in number of clients and the second largest in requested funding. We currently work with schools and libraries in 37 states including West Virginia. We are entrusted by Louisiana, Michigan, Nevada, New Mexico, New York, North Carolina, Texas, and Virginia to provide strategic statewide support services which will benefit the West Virginia Library Commission.

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We look forward to supporting the West Virginia Library Commission.

Best Regards,

A handwritten signature in blue ink that reads 'Andy Eisley'.

Andy Eisley
Senior Consulting Director
E-Rate Central



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I. Experience and Capabilities

E-Rate Central has a proven track record of supporting both schools and libraries. Our nationally recognized E-rate consulting services span back to the inception of the program. We are involved with all aspects of the E-rate program at the local, state, and national levels. Our reputation is for providing honest, expert, and timely support to our E-rate clients. Our employees have professional backgrounds that include state E-rate coordination, school district administration, library administration, telecommunications, and administrative leadership at USAC/SLD. This also includes managing the direct selection, implementation, and integration of technology systems supporting more than 10,000 mobile computing devices for 1,300 staff members and 11,000 students throughout a school district.

E-Rate Central currently has thirteen personnel that have earned the Certified E-rate Management Professionals (CEMP) accredited designation through E-rate Management Professionals Association (E-mpa®). We will leverage Senior E-rate Consultants, Account Managers, and Administrative Staff for supporting the Library Commission's E-rate needs.

E-Rate Central currently has forty employees that have professional backgrounds which include:

- State E-rate coordination
- School district administrative leadership in E-rate, technology, and purchasing departments
- Telecommunications and Wide Area Network expertise, including fiber optic adeptness
- USAC/SLD administrative leadership in compliance, program processes, and Solix Operations
- Bachelor, graduate, and doctoral degrees in relevant fields, including K-12 education, Instructional Technology, and School Leadership
- Combined E-rate knowledge of 400+ years
- Founding Member of E-MPA® (E-rate Management Professional Association)
- Thirteen Certified E-rate Management Professionals (CEMP) through E-mpa®
- Training in Six Sigma principles
- Expertise in database design, administration, and software engineering
- Specialized training in computer networking
- Certificates in multi-media design and production
- Expertise in project and program management

Most Senior Staff have distinguished achievements with post-submission processes, including Program Integrity Assurance (PIA) responses, audits, USAC appeals, and FCC waivers and appeals. In addition to their years of expertise as consultants for applicants, several experienced staff members have specialized proficiencies and qualifications in other areas. They have penned FCC appeals on behalf of States, districts, and libraries which have resulted in favorable FCC decisions and played a noteworthy role in reshaping and improving the program rules. Our Senior Staff are extremely proficient in addressing the challenging issues facing a large entity including compliance, political matters, and technical issues.



II. Scope of Work

E-Rate Central would be honored to establish a partnership with the West Virginia Library Commission as its E-Rate Coordinator. We are highly qualified and capable of meeting the expectations of the West Virginia Library Commission. We are committed to exceeding the mandatory requirements laid out in this solicitation as detailed below.

Mandatory Contract Service Requirements and Deliverables

E-Rate Central prides itself on deliberate and high-quality work. We have internal quality assurance processes which involve teams of trained experts who copiously review applications before they are shared with the client. These internal processes ensure first-class work is prepared on behalf of our clients.

FCC Form 470 and 471 Filing:

- E-Rate Central will file at least one FCC Form 471 annually to request funding for Category One services, and, if needed, Category Two services. It is expected that at any one time, at a minimum, there are three active E-rate years for an applicant to concurrently handle. Below are the normal expected activities:
 - **Review of existing eligible services and contracts.** Currently the West Virginia Library Commission is engaged in a contract with Frontier West Virginia through October 15, 2023, with three 12-month voluntary extensions. This would potentially extend the contract through June 30, 2026, if all extensions are exercised. Our team of experts would review the establishing FCC Form 470 documents and all prior FCC Form 471 applications associated with the current contract to ensure there are no potential concerns or pitfalls. E-Rate Central will track all contracts from year to year ensuring that any changes needed will be properly addressed and requested.
 - **FCC Form 470 Filing** (if needed). If an FCC Form 470 is needed, we would ensure the following are handled:
 - RFP design and coordination
 - Monitoring RFP timeline including Pre-bid Meeting coordination, Questions and Answers addenda, Bid Closing coordination and use of best practices to safeguard federal E-rate rules (e.g.: determining if cardinal changes are made and recommending a 28-day restart or, in some cases, reposting of a new Form 470)
 - Bid evaluation and scoring coordination to ensure compliance with local, state and federal rules
 - Competitive bidding review (e.g.: thorough review of competitive bidding documents including all bids and pricing templates)
 - Tracking contract award and signing dates to ensure compliance with Allowable Contract Dates
 - **FCC Form 471 Filing.** Once the Form 471 application is certified by the client, we will track its progress and handle all subsequent USAC reviews including, but not limited to, Program Integrity Assurance, Cost-Effective Review, Selective Review,



and Beneficiary Compliance Audit Program (BCAP). Once a Funding Commitment Decision Letter (FCDL) is issued, our team will review carefully to ensure all funding is as expected, verify Children's Internet Protection Act (CIPA) compliance, and prepare the FCC Form 486 for review and certification.

- **FCC Form 472 (BEAR) Filing.** Once services have been received and paid in-full, E-Rate Central will collect the associated bills to prepare a summary and reconciliation report of the payments against the amounts funded. The summary will be submitted to the entity for review and final approval before the BEAR is prepared and certified. Once the BEAR is certified, we will track its progress and handle all subsequent USAC reviews including, but not limited to, invoice reviews, invoice checks, and Payment Quality Assurance (PQA).
- **Miscellaneous Applications and Support.** In the event appeals, FCC waivers, SPIN changes, service substitutions, and/or a Form 500 is needed, E-Rate Central will take all appropriate action necessary. In the event of an audit, E-Rate Central will represent the consortium, gather all necessary information and documentation, and provide a comprehensive response on behalf of the consortium. E-Rate Central will also perform the following tasks as necessary:
 - Collection of consortium member LOAs and Forms 479
 - Form 498 guidance
 - Discount rate calculations and optimization
 - Documentation retention for a minimum of 10 years from the last date of service
 - Monitoring and tracking of all applications in our internal database
 - Evaluate, monitor, and identify areas of expansion of the E-Rate program with the objective of maximizing available E-rate discounts
 - Participate and attend annual E-rate training presented by the Schools and Library Division of USAC
 - Troubleshoot application and funding commitments
 - Provide timely E-rate updates and reminders to clients
 - Interpret rules and guidelines to include FCC updates and changes
 - File letters to the FCC for notices of proposed rulemaking

Our web-based systems are hosted in data centers featuring state of the art security, power, and safety – all designed to ensure uninterrupted service. These data centers contain industry standard technology to ensure that all servers stay cool, secure, and on-line continuously. The data centers feature redundant power, HVAC, and fire detection/suppression systems, and are monitored and managed 24/7/365 by on-site technicians and remotely monitored by E-Rate Central IT Services personnel. Our hosted websites are accessible via a fully meshed and redundant Certified Cisco Network and features ten backbone and fiber optic providers.



E-Rate Central typically works with a primary contact (designated by the applicant) to obtain required information. Although these forms are then sent to the applicant for their review, certification, and submission (and tracked for delivery to the SLD), E-Rate Central acts as the contact person for all forms (except for the Form 470 Request for Services) so that it can coordinate responses to any inquiries from the SLD. Please note that ultimate responsibility for the information contained in the forms and their timely submission remains with the applicant.

A. E-rate Pre-Submission Experience

Pre-Submission Experience including writing technical plans and technical audits:

In advance of any E-rate funding year, applicants must be prepared with a multi-year plan and possess knowledge and understanding of the process. E-Rate Central has technical experts on staff who offer applicants tools and ideas to aid in the process.

Ms. Christine Hoyler was one of three Universal Service Administrative Company (USAC) certified Technology Plan Approvers in the United States. She has reviewed and approved technology plans for schools, school districts, and libraries across the country. She has a Master's degree in Educational Technology.

Mr. Charles Thacker uses his 30 years of educational technology experience to help schools and libraries identify and plan for their technology needs.

Mr. Andrew Eisley's work at USAC and as a consultant for large and complicated applicants has helped Mr. Eisley develop skills required to "think outside of the box" to solve problems. Mr. Eisley's responsibility until 2010 for USAC was overseeing appeals, programmatic audit response, and commitment adjustments.

Mr. Flock as Senior Manager of Program Integrity Assurance at USAC served as the subject matter expert on dark fiber and the E-Rate Modernization Orders. As the Manager of PIA, he was responsible for the annual update of the PIA procedures which were used by all PIA reviewers. Mr. Flock was also responsible for determining the eligibility of products and services guided by the FCC's Eligible Services List.

In our role as consultant, we encourage collaboration with subject matter experts to provide the libraries the highest level of service. In the rare situation where E-Rate Central's staff cannot assist an applicant with their need, we refer them to an appropriate third-party provider. For example, we connected a Texas ESC with Joe Freddoso, well-respected fiber expert, to aid in the design of a new fiber WAN.

B. E-rate Form Processing Experience

Form Processing: E-Rate Central's team is exceptionally experienced in every aspect of the E-rate process. E-Rate Central has been completing FCC Forms 470, 471, 486, and 500 on behalf of our clients since the advent of the E-rate program in Funding Year (FY) 1998. In Funding Year 2022, E-Rate Central supported its clients in filing for over \$183 million in E-rate funding.



Experience with EPC: Every member of our senior account management team has worked in the E-rate program since the advent of the E-Rate Productivity Center (EPC) in FY 2016, and all are extremely proficient in platform navigation and Form completion. Our staff has created user manuals and step by step instructions to provide to new staff and clients to help them learn the complicated and non-intuitive website.

Experience with Bid Review Process: A clean, fair, and open procurement process is integral to receive E-rate funding. E-Rate Central's team of experts have a combined 500 years of experience working with applicants to ensure compliance with their respective state, local and E-rate procurement requirements resulting in successfully awarded E-rate contracts. We can provide bid evaluation support at any level desired, including, but not limited to, providing a customizable bid evaluation form, completing an initial pricing analysis to provide an "apples to apples" comparison of all bids received, and presenting E-rate bids and discussing the applicant's decision process to governing boards or officials.

C. E-rate Post-Submission Experience

Post-Submission experience including appeals, waivers, PIA, and audits:

All Senior Staff have years of successful experience with post-submission processes, including Program Integrity Assurance (PIA) responses, audits, USAC appeals, and FCC waivers and appeals. In addition to their years of experience as a consultant for applicants, several Senior Staff have specialized experiences and qualifications in this area.

Mr. Easley's responsibility until 2010 for USAC was overseeing appeals, programmatic audit response, and commitment adjustments. Mr. Flock as Senior Manager of Program Integrity Assurance at USAC served as the subject matter expert on dark fiber and the E-Rate Modernization Orders. As the Manager of PIA, he was responsible for the annual update of the PIA procedures which were used by all PIA reviewers and as the Services Program Manager. Mr. Flock was also responsible for determining the eligibility of products and services guided by the FCC's Eligible Services List.

Our objective, working within E-rate program guidelines, is to provide the maximum number of options for our clients. We are not reluctant to advocate for the modification of program rules when that appears to best address program inequities or conflicts with local rules and practices. Our select team of subject matter professionals can expertly shape the E-rate or IT planning process to maximize available funding resources for any entity.

E-Rate Central assiduously maintains copies of all E-rate documents for all clients in paper and/or electronic format indefinitely. In the event of an audit, these organized records have proven critical to helping our clients pass with success.

Current E-rate rules require record retention for a minimum of ten years after the last date to receive service. An actual funding cycle is approximately three years long, in part due to lengthy procurements, Program Integrity Assurance (PIA) review, and potential service delivery deadline delays and extensions. This equates to a record keeping requirement of twelve or more years. Funding Requests with multi-year contracts have even longer record keeping requirements.



E-Rate Central utilizes an electronic document retention solution which provides our clients:

- Secure cloud-based document storage, creating a detailed archive record for the client and E-Rate Central to concurrently use
- Collaborative workspace to share documents and e-mails between clients and the respective E-Rate Central account manager

III. Qualifications and Experience

We have unsurpassed experience supporting large consortia applications. Our staff has significant experience supporting statewide consortium filings in Michigan, North Carolina, and Florida. Additionally, we support regional consortia applications ranging in size from five entities (three schools districts and two libraries) to 120 school districts as shown in Table 1.

Table 1

Consortium Name	State	Requested Funding (FY2022)	Relative Size
Michigan Statewide Education Network	MI	\$7.88 million	Statewide
North Carolina Department of Public Instruction	NC	\$8.24 million	Statewide
Nassau Board of Cooperative Educational Services	NY	\$1.63 million	56 school districts
Northeast Regional Information Center	NY	\$2.99 million	120 school districts

E-Rate Central has a proven track record of supporting statewide projects. Below are three statewide projects we support under a similar scope to this solicitation which include our Libraries Connecting Texas project with the Texas State Library and Archives, Library of Virginia, and our work with the Nevada Governor’s Office of Science, Innovation, and Technology.

Texas State Library and Archives: Since 2017, E-Rate Central has partnered with the Texas State Library to implement and facilitate the Libraries Connecting Texas (LCT) program in an effort to grow library participation in the E-rate program and help libraries gain the funding necessary to meet the FCC’s targeted bandwidth for their locations. In this model, the State Library wants to build sustainability in program participation by providing the libraries the support and information needed to apply successfully on their own. Since FY 2018, LCT participants have received \$3.8 million for primarily Category One Internet access and/or data transmission service.

Library of Virginia: E-Rate Central has provided consulting services to Virginia public libraries through our partnership with the Library of Virginia since 2007. We support approximately 73 libraries providing full-service E-rate consulting and filing services to the State Library and its library applicants. E-Rate Central dedicates a team of three account managers and a full-time administrative assistant to this project. In the last four



filing years, Virginia libraries received over \$8.1 million for both Category One and Category Two services and equipment.

Nevada Governor’s Office of Science, Innovation, and Technology (OSIT): E-Rate Central has contracted with OSIT since 2017 to bring increased connectivity to all eligible E-rate applicants in the State. This contract allows us to strategize and partner with the Nevada State Library and Archives and since the inception of our contract, the number of libraries applying for E-rate funding increased 500% from four library districts/systems in 2017 to eighteen in 2020. Twelve libraries were funded for special construction projects to build out fiber optics where none previously existed.

IV. Key Personnel

As previously stated, our employees have professional backgrounds that include state E-rate coordination, school district administration, library administration, telecommunications, and senior administrative leadership at USAC/SLD.

Andrew Eisley, CEMP, Director
Expertise: Compliance

Andy Eisley joined E-Rate Central after 11 years with the Schools and Libraries Division of USAC. He oversees the day-to-day operations at E-Rate Central.

Positions at the SLD: Program Compliance Appeals Auditor (1999 through 2002); Manager of Processes and Procedures (2002 through 2003); Senior Manger Post-Commitment Operations (3rd ranked at the SLD; 2003 through 2010).

Certifications and Associations: He was the Vice-President of the E-Rate Management Professionals Association (E-MPA) and was a principal author of the Certified E-Rate Management Professionals Exam. He is also a member of the State E-rate Coordinators’ Alliance (SECA).

Melinda Van Patten, CEMP, Director
Expertise: Program Rule Compliance; Competitive Bidding.

Melinda Van Patten has worked in the E-rate program providing applicant consulting services since 2006.

Influential Projects: Ms. Van Patten has worked on statewide E-rate projects in collaboration with the Nevada Governor’s Office of Science, Innovation, and Technology, the Nevada State Library and Archives, the Texas State Library and Archives, the Oklahoma State Library, and the Library of Virginia. In her role, she provides group and one-on-one applicant trainings, composes training materials, provides compliance and competitive bidding guidance, provides bid evaluation assistance, application preparation and submission, Program Integrity Assurance guidance, invoicing tracking and filing, and weekly and monthly reporting to the respective entities.



Certifications and Associations: Mel has been a Certified E-rate Management Professional, (CEMP), since 2011, is a current member of and E-rate Management Professionals Association where she served as President from 2015-2018 and is a member of the State E-rate Coordinators' Alliance (SECA).

Eric Flock, CEMP, Senior Account Manager

Expertise: Fiber and Broadband; PIA; Product and Service Eligibility; Schools, Libraries, and State Networks.

Positions at the SLD: From 2007 through 2016, Mr. Flock worked at USAC as a part of the Schools and Libraries Division's senior management team. In his role at USAC, Eric was responsible for determining the eligibility of products and services, and for creating and updating the PIA application review procedures. Prior to USAC, Eric worked at USAC's contractor, Solix Inc., as an Initial Reviewer, Final Reviewer and Quality Assurance Reviewer, before serving as the Cost-Effectiveness Manager and the Services Team Manager.

Certifications and Associations: He has been certified as an E-rate Management Professional by the E-Rate Management Professionals Association (E-MPA) and is a member of the State E-rate Coordinators' Alliance (SECA).

Caroline D. Wolf, CEMP, Senior Account Manager

Expertise: Library Compliance.

Influential Projects: Mrs. Wolf has more than a decade of hands-on E-rate application experience. She began career in public libraries and is a former State E-rate Coordinator for libraries in Louisiana. As Technology Consultant and E-Rate Coordinator for Louisiana libraries, Ms. Wolf acted as project manager for implementation of a statewide library network and filed Statewide library consortium applications.

Influential Projects: She is a former member of the ALA E-Rate Task Force. In addition, Ms. Wolf has provided E-rate training sessions in Texas, Louisiana, and New Mexico. She works with applicants in Louisiana, New Mexico, and Texas where she is the Project Lead for Libraries Connecting Texas.

Certifications and Associations: She has been certified as an E-rate Management Professional by the E-Rate Management Professionals Association (E-MPA) where she served as President. Currently, in addition to providing client support for schools, she assists the State E-rate Coordinator for schools in Louisiana and is a member of the State E-rate Coordinators' Alliance (SECA).

Winston Himsworth, Executive Director

Win Himsworth is the Executive Director and co-founder of E-Rate Central. He is one of the first nationally recognized consultants in this field and one of the founders of the influential State E-Rate Coordinators Alliance (SECA). He has served on the USAC Task Force on Waste, Fraud, and Abuse; and testified as an expert on the program before the Senate Energy and Commerce Committee in 2003. Win has more than 40 years' experience in telecommunications and education working with schools, carriers, manufacturers, regulators, and bankers in the areas of strategic planning, marketing, financing, and regulation. Win is a



member of the E-rate Management Professionals Association where he served as Vice President, and the State E-rate Coordinators' Alliance (SECA).

Charles Thacker, Director of Information Technology

Charles Thacker is E-Rate Central's Director of IT. Before E-Rate Central he worked Farmington Municipal Schools for 25 years as their Executive Director of Technology. He oversaw a 30-member technology team with an annual budget of \$3.2 million. His fortes include negotiation of cost saving contracts with multiple vendors and developing cooperative relationships to ensure sustained equipment and labor at reasonable prices. Charles developed and implemented a new fiber wide area network that will deliver a 100% return on investment in five years, \$200k per year in reduced operating costs and 20-30 years of improved service. With Charles at the helm, Farmington Municipal Schools procured more than \$4.7 million in federal funding for technology infrastructure at school and district levels.

V. References

Library of Virginia, Richmond, VA

Period: From 2010 - Current
Contact Name: Cindy Church
Position Title: Continuing Education Consultant
Phone: (804) 692-3773
E-mail address: cindy.church@lva.virginia.gov

Nevada State Library and Archives, Reno, NV

Period: From 2017 - Current
Contact Name: Norma Fowler
Position Title: Library Consultant, Nevada State Library - Planning & Development
Phone: (775) 684-3307
E-mail address: nfowler@admin.nv.gov

Texas State Library and Archives Commission, Austin, TX

Period: From 2017-Present
Contact Name: Henry Stokes
Position Title: Library Technology Consultant – State E-rate Coordinator for Libraries
Phone: (512) 463-6624
E-mail address: hstokes@tsl.texas.gov



VI. Value-Added Services

Tel/Logic Inc. d.b.a. E-Rate Central is pleased to offer Project Management and IT Advisory Services for education and library entities. These services are independent from, but can work collaboratively with, the E-rate consulting services listed elsewhere in this response and are priced separately. The services presented here are a value-added opportunity for the applicants to leverage if desired.

The inclusion of Charles Thacker, former Executive Director of Technology for Farmington Municipal Schools in Farmington, NM, to the E-Rate Central team has allowed for specialized IT consulting focused on the public sector and we look forward to an opportunity to prove the value of these services to all applicants.

Services that E-Rate Central can offer under this value-added opportunity include:

Technology Infrastructure Planning, Design, and Implementation Guidance

- Assist in the development of WAN, LAN, W-LAN, security, etc., infrastructure plans and designs to support both the business processes and the academic/pedagogical goals of the school/district
- Guide the integration of technology infrastructure in new building and remodeling construction projects
- Conduct technology infrastructure audits and reports (hardware, software, networking, security) to assist in the development of short- and long-term plans to provide a 21st Century Learning environment
- Project management for technology deployments at the school, district, and organization level

Technology Plan Creation, Review, and Update

- Assist in the creation, review, and updating of a Technology Plan as a living document to drive decision making, funding allocations, acquisition processes, and overall implementations of technology to support the academic and pedagogical goals of 21st Century Learning.

Educational Technology Budgeting

- Provide guidance and support in the identification of funding sources, leveraging existing funds effectively, and establishing long term financial plans for the continued acquisition, implementation, and maintenance of educational technology
- Identify cost saving measures for all departments by fully leveraging technology tools in a systemic and consistent manner

Educational Technology Leadership

- Provide support and guidance in the improvement of relationships between the technology department and core educational departments such as curriculum and instruction, exceptional programs, Title programs, school administration, etc.
- Facilitate conversations between all stakeholders with varying levels of technical expertise



- Conduct confidential evaluations of the effective use of technology, in both business and pedagogical environments, as an independent third party, providing results and recommendations to school/district leadership

Optional Emergency Connectivity Fund Support

In response to Congressional COVID-19 relief measures, the FCC rolled out a \$7.2 billion Emergency Connectivity Fund (ECF) which stems from Section 7402 of the American Rescue Plan Act of 2021 (ARPA). On May 11, 2021, the FCC issued the rules relating to ECF in [FCC 21-58](#).

The ECF program provides funding for Wi-Fi hotspots, modems and/or routers, connected devices, and advanced telecommunications and information services for off-campus connectivity for students and teachers with an unmet need. Unlike E-rate, ECF will reimburse applicants for 100% of eligible charges. There is a cap of \$250 for hotspots and \$400 for connected devices (i.e., tablets, laptops, etc.). On June 29, 2021, the first ECF filing window opened for 45 days for prospective purchases to be made between July 1, 2021, and June 30, 2022. A second, much shorter, 15-day ECF filing window was announced and opened on September 28, 2021. The combined demand from both filing windows resulted in over \$6.4 billion in funding requests.

On March 23, 2022, the FCC announced a third ECF filing window (DA 22-309) to offer at least \$1 billion of what is remaining in the fund. This window will cover funding for prospective equipment purchases made between July 1, 2022, and December 31, 2023, as well as up to 12 months of broadband services within that 18-month timeframe. The demand from ECF window 3 was \$2.8 billion out of the FCC’s estimated \$1.5 billion. Our own estimate is that at least \$2 billion will be available after all first and second window applications are funded. Under this scheme, even \$2 billion would not be enough to cover the demand. In this case, the FCC will prioritize funding based on a modified discount matrix where rural applicants get a 5% increase for the top 5 levels indicated below.

% of students eligible for National School Lunch Program	Emergency Connectivity Fund Prioritization Matrix	
	Discount Level	
	Urban	Rural
< 1.....	20	30
1-19.....	40	55
20-34.....	50	65
35-49.....	60	75
50-74.....	80	85
75-100.....	90	95

E-Rate Central has estimated a total demand in each priority discount band based on the discount rates of those applicants in their last E-rate funding applications. The table below shows our preliminary analysis of this data.



ECF Priority	Discount Band	Rural/Urban	NSLP Percent	Estimated Demand (\$M)		Funding Threshold
				By Band	Cummulative	
1	95%	Rural	75-100%	182	182	
2	90%	Urban	75-100%	1,185	1,367	
3	85%	Rural	50-74%	163	1,530	← at \$1.5 B
4	80%	Urban	50-74%	494	2,024	← at \$2.0 B
5	75%	Rural	35-49%	99	2,123	
6	65%	Rural	20-34%	57	2,179	
7	60%	Urban	35-49%	242	2,421	
8	55%	Rural	1-19%	31	2,452	
9	50%	Urban	20-34%	216	2,668	
10	40%	Urban	1-19%	126	2,794	
11	30%	Rural	<1%	10	2,804	
12	20%	Urban	<1%	19	2,823	

With ECF being distinct programs outside of E-rate, we are offering these value-added services to support any libraries participation in ECF. Since the third filing window is over, we are offering a heavy discount based on a percentage of funding requested for any library who wishes to engage our services on any post-commitment change requests or invoicing. Like our E-rate consulting price, pricing for ECF support will, generally, reflect a declining percentage of ECF funding (an effective proxy for the work involved).

Affordable Connectivity Program (formerly EBB)

The FCC launched the Emergency Broadband Benefit (“EBB”) program (FCC 21-29) on May 12, 2021. The EBB program is designed to facilitate home internet access to low-income households — particularly, although not exclusively, to families with students requiring access to remote learning.

In the most recent FCC Order (FCC 22-2A1), the FCC adopted final rules for the Affordable Connectivity Program (ACP), which builds upon the EBB Program, to offer eligible low-income households a \$30/month discount towards the cost of broadband service. As part of the Infrastructure Act, Congress makes several changes to the EBB Program to transform it from an emergency program designed to respond to a public health crisis to a longer-term broadband affordability program and appropriates to the Commission an additional \$14.2 billion to implement those changes and support.

The FCC and USAC, the administrator of the EBB Program, began accepting applications and enrollments for the ACP on December 31, 2021. There are approximately 265,000 enrolled households in the Affordable Connectivity Program and more than 9 million EBB Program households transitioned to the Affordable Connectivity Program and will continue to receive affordable broadband through this newly launched program.

The ACP program is separate and distinct from the FCC’s E-rate program. Schools and school districts are under no obligation to participate in ACP in any way. At a minimum, we encourage schools to reach out to their most needy families to alert them to this program. For families already subscribing to



internet services, ACP will provide a monthly cost savings during the pandemic and/or permit the families to afford an upgrade in service.

For families currently without internet, ACP will provide a low-cost pathway for enabling remote learning for their children. Schools can also help in coordinating ACP benefits for their students by reaching out to participating providers and help them identify existing or potential family subscribers.

A household may qualify for the Affordable Connectivity Program if at least one member of the household qualifies for one or more of the below:

1. At or below 200 percent of the Federal Poverty Guidelines for a household of that size.
2. Approved to receive school lunch benefits under the free and reduced-price lunch program and/or school breakfast program under Section 4 of the Child Nutrition Act of 1966.
3. Received a Federal Pell Grant under Section 401 of the Higher Education Act of 1965 in the current award year.
4. Meets eligibility criteria for a participating existing low-income program.
5. Receives assistance through the WIC Program

VII. Insurance Certifications

- Please review attached insurance certificate.
- Tel/Logic Inc., d.b.a. E-Rate Central used our E&O Insurance for a settlement with Cleveland Public Schools. E-Rate Central chose to use its E&O Insurance once, in 2016, to protect itself during a dispute with a client. The misunderstanding was resolved during discovery, no litigation ever began, and no blame was assigned.



Exhibit A: Pricing Page

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR E-RATE CONSULTING SERVICES JULY 1, 2022, TO JUNE 30, 2023

PRICING:

E-Rate Central charges a fixed fiscal year fee for its E-rate consulting support services. Our fees vary according to the expected size and complexity of an applicant's E-rate application(s), but generally reflect a declining percentage of E-rate funding (an effective proxy for the work involved).

We calculated your fee based on \$750,984.30 in average funding for Category 1 services for FY2021 and FY2022. Using these funding levels, E-Rate Central is offering a fixed fee of \$30,000 for E-rate consulting services from July 1, 2022, to June 30, 2023. This fee includes support for all Category 1 E-rate related activities, regardless of funding year, for the contract period. The rate of pay shall be \$2,500 per month and not to exceed \$30,000 annually. Except for onsite support and Category 2 services, this fee is all inclusive.

In the event the West Virginia Library Commission decides to file for Category 2 support, E-Rate Central is offering a not to exceed percentage of 3.5% of the requested Category 2 services.



CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

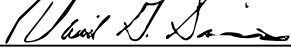
PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only) Tel Logic Inc 400 POST AVE STE 410 WESTBURY, NY 11590</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured 516-801-7801</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 11-2907608</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Proof Of Coverage 400 Post Ave Ste 410 Westbury, NY 11590</p>	<p>3a. Name of Insurance Carrier AmGUARD Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a" DB01636727</p> <p>3c. Policy effective period 01/01/2022 to 01/01/2023</p>

4. Policy provides the following benefits:
 A. Both disability and paid family leave benefits.
 B. Disability benefits only.
 C. Paid family leave benefits only.

5. Policy covers:
 A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
 B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 05/24/2022 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 800-673-2465 Name and Title Vice President of Sales

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

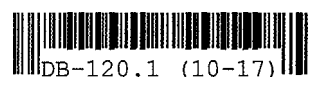
**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**





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

State of West Virginia
 Centralized Request for Quote
 Service - Prof

Proc Folder: 1041920			Reason for Modification:
Doc Description: E-Rate Services Coordinator			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-06-07	2022-06-21 13:30	CRFQ 0433 LIB2200000009	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code:

Vendor Name : Tel/Logic Inc., d.b.a. E-Rate Central

Address :

Street : 400 Post Avenue, Suite 410

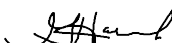
City : Westbury

State : New York **Country :** United State **Zip :** 11590-2291

Principal Contact : Ginnie Harwood

Vendor Contact Phone: 516-801-7846 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Vendor Signature X  **FEIN#** 11-2907608 **DATE** 6/15/2022

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Library Commission to establish a contract for an E-Rate Coordinator. The Library Commission, soon to be under the West Virginia Department of Arts, Culture and History, is seeking a Vendor to coordinate all aspects of the application process for the Library Commission's E-Rate applications and related forms per the attached specifications and terms and conditions.

INVOICE TO		SHIP TO	
LIBRARY COMMISSION CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV US		LIBRARY COMMISSION CULTURE CENTER 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	E-Rate Coordinator				

Comm Code	Manufacturer	Specification	Model #
84131510			

Extended Description:

To provide E-rate Consultation for FCC E-Rate forms for the WV Library Commission. A program that provides discounts to assist schools and libraries in the US to obtain affordable telecommunications and internet access.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline:

Submit Questions to:
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email:

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus _____ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time:

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's

specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

[] This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. 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.

22. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *wv*OASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

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.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract 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 to _____ 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 within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's 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.

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.

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 a 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:

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

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 listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy 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.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: _____ per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages 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 CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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.

(Name, Title) Jeffery

(Printed Name and Title) _____

(Address) _____

(Phone Number) / (Fax Number) _____

(email address) _____

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 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.

(Company)

Jeffery
(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative) (Date)

(Phone Number) (Fax Number)

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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.

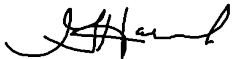
Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> 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.

Company



Authorized Signature

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

**WV Library Commission E
REQUEST FOR QUOTATION**

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Library Commission to establish a contract for an E-Rate Coordinator. The Library Commission, soon to be under the West Virginia Department of Arts, Culture and History, is seeking a Vendor to coordinate all aspects of the application process for the Library Commission's E-Rate applications and related forms.

- 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 Item" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.

 - 2.2. "Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.

 - 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). The Library Commission assists and counsels public libraries. It administers state financial aid to public libraries and provides additional support through programs and services. The Agency applies for Category 1 funding for one hundred and forty-four (144) public libraries.

 - 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 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

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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 474” means Service Provider Invoice (SPI) Form, to request reimbursement from USAC for the discount amount for eligible services and equipment provided to the applicant and approved on the FCC Form 471.

2.9. “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).

2.10. “Form 500” means (Funding Commitment Adjustment Request Form) is used to submit changes to funding requests after USAC has issued commitments for those requests.

2.11. “FDCLs” means Funding Commitment Decision Letters.

2.12. “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.

2.13. “NSLP” means the National School Lunch Program

2.14. “PIA” mean Program Integrity Assurance.

3. QUALIFICATIONS: Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1. The Vendor must have a minimum of three (3) years of professional experience in E-rate application coordinating, or in projects of similar scope and nature.

3.1.1. Vendor shall **provide a list of references** with the bid.

3.2. The Vendor must describe their approach and methodology to meeting the goals/objectives identified below in Section 4.

3.2.1. Vendor shall **submit with the bid a cover letter entailing the Scope of Work.**

3.3. The Vendor must maintain a current level of knowledge of E-Rate rules, regulations, and interpretations. It is expected that the Vendor, at its own

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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.

- 3.4.** The Vendor must have experience with file management and record retention systems.
- 3.5.** The Vendor must serve as a full-service E-Rate Coordinator to the WV Library Commission. In this role, the Vendor will be available to the Agency to provide E-Rate information to Agency personnel by phone, email, or in person to facilitate E-Rate planning and discount utilization.

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 file at least one FCC Form 471 annually to cover Category 1 service, and, if needed, Category 2 service.

4.1.1.1. The Vendor shall be responsible for tracking contract signing dates for compliance with Form 470 Allowable Contract Dates, timely preparation of required FCC Form 471s, and monitoring the FCC Form 471 and/or certification submissions.

4.1.2. Vendor shall review the submitted application during the Program Integrity Assurance (PIA) review.

4.1.2.1. The Vendor shall be responsible for tracking PIA inquiries to assure timely responses by coordinating with the Library Commission. The Library Commission and the Vendor shall document all interactions with PIA and submit all PIA responses. Selective Reviews and Cost-Effective Reviews must be coordinated and handled by the Vendor similarly.

4.1.3. Vendor must review the Funding Commitment Decision Letters (FCDLs) and take all appropriate actions, including, but not limited to, preparation of the associated Form 486s, appeals, requests for waiver, Good Samaritans, SPIN changes, service substitutions, and/or the preparation of Form 500s to extent contract expiration dates or to cancel, or reduce unneeded funding once the funding

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decisions are issued.

4.1.3.1. Vendor shall coordinate approved funding with the Library Commission and the associated service provider, including but not limited to, decisions regarding the realization of discounts through either the SPI or BEAR process.

4.1.4. Vendor must collect the associated bills from the Agency, summarize the eligible charges, prepare the appropriate FCC Form 472s, obtain the requisite vendor acknowledgment, respond to USAC invoice inquires, and track BEAR payment authorizations and vendor payments.

4.1.5. Vendor shall maintain a comprehensive database of E-Rate funding applications, decisions, utilization, NSLP data, and all related records or documentation provided by the Library Commission or generated by the Vendor.

4.1.6. The Vendor must provide a detailed reconciliation of disbursements for the E-Rate funding year.

4.1.7. Vendor shall be thoroughly familiar with on-site outreach visits or formal audits by USAC, FCC or their contractors and, upon request, be prepared to provide off-site and on-site support in preparing for, and during the conduct of these site visits and audit activities.

4.1.7.1. Vendor must include such support must in the bid pricing.

4.1.8. Vendor shall be available to participate in critical E-Rate planning meetings with Agency staff, particularly during the period in and around the annual Forms 470 and 471 application window.

4.1.9. Vendor's services must include all preliminary work before the beginning of the actual funding year, work done during the actual funding year related to that year, as well as such follow-up work may include but is not limited to FCC Form 472 BEAR submittals and audits, FCC Form 474 SPI, and other audits or work which occur after June 30 of that funding year, regardless of the length of time it takes for their completion.

4.1.9.1. The Agency recognizes that E-Rate funding years may take two (2) or more distinct fiscal years to complete and that follow-up audits by Federal agencies may occur up to five

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years after the last date of service. Therefore, continuity for the E-Rate funding year is considered of high importance.

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.

The Library Commission requests services supporting an entire E-Rate funding year's applications, beginning with the E-Rate funding year 2021-2022 (July 1, 2021 – June 30, 2022).

5.2. Pricing Pages: Vendor should complete the Pricing Page by quoting the one fee for the specified funding year and the anticipated disbursements. Then, Vendor must calculate to provide a monthly rate and total cost that is not to exceed the entire term of the contract. The Vendor must provide firm pricing for the entire E-Rate year and follow-up work, regardless of the length of time involved, in sufficient detail to permit the Library Commission to allocate costs for its E-Rate services. The Agency recognizes that the size and scope of the Agency's application may be reflected in the Bidder's pricing. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids 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 a flat fee, 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.

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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. VENDOR DEFAULT:

9.1. Failure to provide Contract Items in accordance with the requirements contained herein.

9.1.1. Failure to comply with other specifications and requirements contained herein.

9.1.2. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

9.1.3. Failure to remedy deficient performance upon request.

9.2. The following remedies shall be available to Agency upon default.

9.2.1. Immediate cancellation of the Contract.

9.2.2. Immediate cancellation of one or more release orders issued under this Contract.

9.2.3. Any other remedies available in law or equity.

10. MISCELLANEOUS:

10.1. No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

10.2. Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

10.3. Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also

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provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

- 10.4. 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: Ginnie Harwood

Telephone Number: 516-801-7846

Fax Number: 516-801-7856

Email Address: gharwood@e-ratecentral.com

