**WV Network for Educational Telecomputing**837 Chestnut Ridge Road
Morgantown, WV 26505

Voice: (304) 293-5192

Fax: (304) 293-5540

Purchase Order**# 60000**

Please show this number on all packages and documents related to this order.

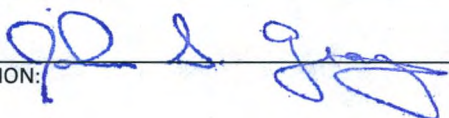
P Doc No.:

Page #:

Vendor:Crayon Software Experts LLC
12221 Merit Dr Suite 1400
Dallas TX 75251-3105**Ship to:**WVNET
837 Chestnut Ridge Road
Morgantown, WV 26505**Invoice to:**Accounts Payable
WVNET
837 Chestnut Ridge Road
Morgantown, WV 26505**FEIN:**

Date	Buyer	Ship Via	F. O. B.	P. O. Date	Terms	Delivery Date Required
05/28/2025	Phil Snitz		Destination	07/01/2025	Net 30	

Item	Quantity	U/M	Description	Unit Price	Extended Price
			BID AWARD 60000 This contract will establish an open-end contract for public and Private Higher Education institutions to purchase Microsoft Licenses and ither Microsoft products per RFB 60000 This contract becomes effective July 1, 2025, upon approval and Is valid until June 30, 2026, with the option to renew for two (2) additional one-year periods. EFFECTIVE JULY 1, 2025 – JUNE 30, 2026 Contact: Eric Stout Phone: 310-600-3480 or 469-646-4059 Email: sled.us@crayon.com		

AUTHORIZED AGENT:	Phil Snitz	304-904-9309	DISCOUNT	
AUTHORIZED SIGNATURE:		06/02/2025	ADDL. CHARGES	
ATTORNEY GENERAL: (if required)		6-2-25	PURCHASE ORDER TOTAL	OPEN END

ACCOUNTING INFORMATION:

This order is tax exempt. Exemption #:550571237

STANDARD TERMS AND CONDITIONS

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Commission/Institution's Chief Procurement Officer and approved as to form by the Attorney General's Office constitutes acceptance by the Commission/Institution of this Contract made by and between the Commission/Institution and the Vendor. Vendor's signature signifies vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. CONTRACT TERM; RENEWAL; EXTENSION:** The Initial Contract Term will be for a period of _____ 1 year _____. This contract may be renewed upon mutual consent for _____ successive years. Any request for renewals should be delivered to the Commission/Institution thirty (30) days prior to the expiration date of the contract.
- 3. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract upon receipt of a signed Purchase Order.
- 4. QUANTITIES:** The quantities required under this Contract shall be identified in the Purchase Order.
- 5. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the Commission/Institution that cannot be unilaterally withdrawn, and signifies acceptance of the terms and conditions unless otherwise indicated.
- 6. PRICING:** The pricing set forth herein is firm for the life of the Contract. A vendor may request the inclusion of price adjustment provisions in its bid, but final approval of any price adjustments will be made by the Commission/Institution. 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.
- 7. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not expressly identified prior to award.
- 8. 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 Commission/Institution 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.
- 9. CANCELLATION:** The Commission/Institution 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.
- 10. 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 or West Virginia Code, is void and of no effect.
- 11. MODIFICATIONS:** 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 Commission /Institution and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

12. 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 Commission/Institution; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

13. VENDOR RELATIONSHIP: The relationship of the vendor to the Commission/ Institution shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract.

14. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Commission/Institution, 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.

15. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §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, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Commission/Institution affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

16. CONFLICT OF INTEREST: Vendor, its officers, 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 Commission/Institution.

17. 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 Commission/Institution a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre- award interested party disclosure, within 30 days following the completion or termination of the contract.

18. PROHIBITION AGAINST USED OR REFURBISHED: Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

19. VOID CONTRACT CLAUSES – The Commission/Institution is requiring the vendor to follow the provisions of West Virginia Code §5A-3-62, which automatically voids certain contract clauses that violate State law.

Proposal

West Virginia Network for Educational Telecomputing
(WVNET)

RFB#6000 Microsoft Campus Products, 2025

Crayon Software Experts, LLC
Matt Wierman, SLED Client Director
Phone: 469-699-8099

Candy Kareem, VP of Finance (binding representative)
Phone: 469-329-0290



Crayon Software Experts LLC
12221 Merit Drive, Suite 1400, Dallas, Texas 75251

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West Virginia Network for Educational Telecomputing (WVNET)

Attn: Philip Snitz
Manager of Business Operations
837 Chestnut Ridge Road
Morgantown, WV 26505
RE: IFB # RFB 60000 Microsoft Campus Products, 2025
April 7, 2025

Introductory Letter

Crayon appreciates the opportunity to participate in West Virginia Network for Educational Telecomputing (WVNET) Microsoft Campus Products bid solicitation.

We are confident that Crayon can fulfill and meet these needs. As a Trusted Advisor and Licensing, CSP and SPLA Partner, Crayon delivers the highest standard of quality while being agile and flexible to support and respond to your functional and contractual requirements.

Crayon Software Experts, LLC is WVNET's current provider for Microsoft Campus Products, which is a significant accomplishment and offers several advantages for your organization:

As a Microsoft Software license and services provider, our team possesses specialized knowledge and expertise in managing and optimizing Microsoft technologies. This ensures that you benefit from the latest features, updates, and best practices which we will always keep you up to date with.

Crayon has negotiated numerous licensing agreements nation-wide (including merged companies) and is a Microsoft AI Cloud Certified Partner with competencies which include Licensing, Cloud Platform, Cloud Productivity, Collaboration and Content, Communications, Data Center, Devices and Deployment, Enterprise Mobility Management, Enterprise Resource Planning, Messaging, Learning, Project and Portfolio, Security, and Azure MSP Expert Certification. As one of the six partners Globally Managed by Microsoft, Crayon is also the only Microsoft Partner to have been awarded the Microsoft Operations Excellence Double-Gold Award twice. Crayon also received Microsoft 2019 Global Artificial Intelligence (AI) and Machine Learning (ML) Partner of the Year Award. Crayon won 2024 Global Microsoft Partner of the Year.

Crayon is also named a Leader by Gartner Magic Quadrant for SAM Providers, for the 4th consecutive year and recently named as AWS Premier Partner as well as AWS GenAI Competency as a Services Launch Partner.

We are a team of 1400 MCP, AWS, Six Sigma, ISO, and SAM Certified technical advisors to many of the world's leading partner organizations. Through our unique intellectual

property, people, processes, and platforms, we help optimize Return on Investment (ROI), lower costs, and improve organizational profitability with Cloud-based solutions.

Crayon U.S. is headquartered in Dallas and has a dedicated Microsoft Business Desk to assist with all licensing questions, quotations and agreement processing with well over three decades of experience among their team.

Crayon will continue to provide WVNET with account management, support, and an organizational structure with access to executive leadership and strategic management of the relationship. This includes local representation, day-to-day account interaction, and order processing services. Crayon Software specialists will manage the account licensing resources including the appropriate execution of software and service contract provisions with operations. They will act as a focal point and monitor any software purchasing related problems to ensure that they are handled as efficiently and effectively as possible.

We are also prepared to provide additional licensing services resources should WVNET need additional technical roadmap solution design and deployment strategies.

Principle Duties and Responsibilities:

- Serve as the liaison between SCBE and Microsoft when enrolling in the Microsoft Enrollment for Education Solutions (EES) and Service License Provider Agreement (SPLA).
- Provide customer support including product research, pricing, licensing information, quoting prices for Microsoft products and Crayon services to help prepare purchase and enrollment documents.
- Perform maintenance of agreements, process Purchase Orders, perform order entry, order tracking, and maintain the EES contracts enrollment expiration/renewal database. Ensure all administration for renewals is completed on time and accurately.
- Review customer requests and determine appropriate products and availability. Recommend solutions to customer requests discontinued products/maintenance and available substitutions.
- Provide strategic consulting services for cloud solutions which include deployment, migration, optimization, and management (additional fees implied).

Additionally, our response is structured to demonstrate our commitment to helping WVNET maximize investments across the Microsoft software estate while supporting a transition to cloud-based platforms to align with your initiatives by creating new customer experiences, growing the organization, reducing costs, and meeting your technology roadmap.

Crayon is focused on helping organizations optimize their return on investment from complex technology, helping customers gain complete control of their software estate, drive down costs, and mitigate risk. We do this through the implementation of strategic solutions that include all areas of IT assets and spend.

Crayon is committed to delivering a high level of customer satisfaction by investing in skills and technologies to ensure that the advice we provide, the solutions we provide, and the services we deliver are of the highest quality.

Summary

Crayon appreciates the opportunity to participate in the RFB process and to continue our partnership with the West Virginia Network for Educational Telecomputing (WVNET). We are eager to support the success criteria as outlined for a Microsoft LSP partner. Crayon's customized solutions will create more than just cost savings; we will create true strategic value for your organization.

We are confident that Crayon has the best experts in the industry who will continue to exceed your expectations to achieve your objectives, and we are looking forward to continuing our relationship with WVNET as your Trusted Advisor and Licensing Partner.

Sincerely,

Marie Hopkins

Marie Hopkins

SLED Client Director | Crayon Software Experts, LLC | 12221 Merit Drive, Ste 1400, Dallas, TX 75251 | Marie.Hopkins@crayon.com | www.crayon.com/us | Office 469-329-0290



REQUEST FOR BIDS #60000

Microsoft Campus Products, 2025

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Exhibits:

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Exhibit B	Purchasing Affidavit
Exhibit C	Title Page
Exhibit D	Certification and Signature
Exhibit E	Agreement Addendum
Exhibit F	Bid Sheet

REQUEST FOR BIDS

RFB #60000

SECTION 1: GENERAL INFORMATION AND STANDARD TERMS AND CONDITIONS

1.1 Purpose: West Virginia Network for Educational Telecomputing (WVNET) is requesting bids from Microsoft Licensing Solution Providers (LSP) to allow West Virginia Public Higher Education Institutions and governing bodies (hereafter called the "Consortium") to participate in the Microsoft Campus Licensing Program. For each of the products listed on the attached bid sheet (Exhibit F), the vendor should provide the WVNET price for each item. This agreement will not replace nor supersede any current agreement(s) under Microsoft Select but will add this program of Microsoft Campus Licensing.

1.2 Schedule of Events:

Release of RFB:	March 19, 2025
Question Deadline:	5:00 P.M. (EST) on March 26, 2025
Addendum/Response to Questions:	April 2, 2025
Bid Due Date:	1:00 P.M. (EST) on April 9, 2025
Target Award Date:	April 18, 2025

1.3 Bidder's Point of Contact: The sole point of contact for questions, clarification, and inquiries concerning this Request for Bids (RFB) is:

Philip Snitz
Manager of Business Operations
837 Chestnut Ridge Road
Morgantown, WV 26505
E-mail: psnitz@staff.wvnet.edu
Phone: 304-225-0483

1.4 Posting of Information: This RFB and any addenda, including answers to questions, will be posted to: <https://wvnet.edu/wvnet-bids/>

1.5 Questions and Answers: Questions concerning this RFB will be received in writing, via e-mail, by the point of contact, until the deadline identified in Section 1.2. When submitting questions, please reference RFB #60000 in the subject line. Questions, if any, will be answered by addendum and posted to the webpage identified in Section 1.4 above.

1.6 Bid Format: Vendor should provide responses in the format listed below:

1.6.1 The vendor must respond to each mandatory requirement of this RFB.

1.6.2 A vendor's response should consist of:

- a) a copy of the RFB with the vendor's understanding of each requirement sequentially numbered and in proper position;
- b) the vendor's completed WV-96 (Exhibit A) if the vendor has terms and conditions to be signed by WVNET; and
- c) any bid that does not adhere to this format, and/or which does not address each requirement within the RFB, may be deemed non-responsive and may be rejected on that basis.

- 1.6.3 WVNET reserves the right to waive any informality in the bid format.
- 1.6.4 The vendor should provide one (1) complete copy of their bid for use in the evaluation process and one (1) electronic copy of their bid.
- 1.6.5 Bids should be prepared simply and economically, providing a straight-forward, concise description of the vendor's capability to satisfy the requirements of the RFB and the attached price sheet completed.
- 1.6.6 The vendor shall bear all costs associated with the preparation and presentation of the vendor's quote. Neither WVNET, nor the State of West Virginia, in general, will in any way be obligated by the vendor's response to this RFB.
- 1.6.7 All bids must be signed by a representative of the company authorized to commit the company to the provisions of this RFB. Unsigned RFBs will be rejected unless an authorized representative is present at the bid opening and provides the needed signature, and provided discovery is made before the tabulation of quotes for the award.
- 1.6.8 The reseller must provide written authorization from Microsoft that they are an authorized Licensing Solution Provider so WVNET may verify that the requirements of the request can be fulfilled. Vendor must have been authorized by Microsoft for a minimum of one year.
- 1.6.9 WVNET requires the vendor to provide at least a one-year time limit on all quoted prices per Education User. Any price reductions publicly announced between bid award and approval must be included in the final contract. Decreases in product costs must be passed on to the institutions.
- 1.6.10 No firm quantities are listed in this request. It is understood that this is an open-ended contract available for all the Higher Education Public Colleges and Universities in West Virginia. There is to be no penalty or back billing for not purchasing any or all items specified.
- 1.6.11 WVNET reserves the right, in conjunction with the vendor, to add additional Microsoft products to the pricelist during the term of the contract due to the changing nature of the needs of Higher Education Public Colleges and Universities.

1.7 Title Page: The Title Page (Exhibit C) should include the RFB Number, Addenda Received check boxes, the Bidder's business name, business address and telephone number, a contact name

and e-mail address, and a signature line and date for the individual authorized to obligate the business.

1.8 Table of Contents: Clearly identify the material by section and page number.

1.9 Response Reference: Vendor's response should clearly reference how the information provided applies to the RFB request. Vendor should reference the section of the RFB that the information provided in the bid is referencing.

1.10 Bid Submission: Deliver one (1) original and one (1) copy of the bid on or before the date required in Section 1.2. The outside of the envelope should be clearly marked with the RFB number, the bid opening date/time, and Manager of Business Operation's name, Philip Snitz.

In addition, a digital copy of the bid should be submitted; the preferred method for submission of the digital copy is by flash/thumb drive which should be included with the original bid.

BIDS RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE CONSIDERED. IT IS THE BIDDER'S SOLE RESPONSIBILITY TO ENSURE THE TIMELY DELIVERY OF THE BID.

1.11 Bids shall remain in effect ninety (90) days from the submission date.

1.12 Conflict of Interest: By signing the bid, the bidder affirms that it and its officers, members, and employees have no actual or potential conflict of interest, beyond the conflicts disclosed in its bid. Bidder will not acquire any interest, direct or indirect, that would conflict or compromise in any manner or degree with the performance of its services under this contract. If any potential conflict is later discovered or if one arises, the bidder must disclose it to WVNET promptly.

1.13 Independent Bid: A bid will not be considered for award if the price in the bid was not arrived at independently, without collusion, consultation, communication or agreement as to any matter relating to such prices with any other offer or with any competitor. The price quoted in the bidder's bid will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment to the original contract.

1.14 Rejection of Bids: The Manager of Business Operations reserves the right to accept or reject any or all bids, in part or whole, at their discretion. The Manager of Business Operations reserves the right to withdraw this RFB at any time for any reason. Submission of, or receipt by, the Manager of Business Operations confers no rights upon the bidder nor obligates WVNET in any manner.

1.15 Expenses: WVNET will not be held liable for any expenses incurred by any bidder responding to this RFB including expenses to prepare or deliver the bid or attend any oral presentation.

1.16 Interviews: Discussions and/or interviews may be held with the bidders under final consideration prior to making a selection for award; however, the RFB may be awarded without such discussions or interviews.

1.17 Oral Statements and Commitments: Any oral representations made or assumed to be made during discussions held between the bidder's representatives and WVNET personnel are not binding.

Only the information issued in writing and added to the RFB by an official written addendum is binding.

1.18 Award: It is anticipated that a single contract will be awarded for all services; however, WVNET reserves the right to configure the contract in whatever manner is in its best interests.

1.19 Public Record: All documents submitted in response to the RFB, and any documents created as a result of this RFB are considered public record. All bids, proposals or offers submitted shall become public information and will be available for inspection during normal business hours at WVNET.

The only exception for public record is disclosure information listed in WV Code § 29B-1-4. Primarily, only trade secrets are considered exempt from public disclosure.

1.20 Contract: The RFB and the bidder's response will be incorporated into the contract by reference. The order of precedence is the contract, the RFB and any addendum and the bidder's bid in the response to the RFB.

1.21 Contract Term: This contract will be effective upon award and shall extend for a period of not more than one (1) year with the option to renew for two (2) additional one-year periods, upon mutual agreement of the vendor and WVNET.

1.22 Contract Changes: Any changes to the original contract will be made via a Change Order issued by WVNET. No change is official until a signed Change Order is produced.

1.23 Contract Termination for Unavailability of Funds. If funds are not appropriated or allocated for the services provided under this contract, WVNET may terminate the contract at the end of the affected current fiscal period without charge or penalty. WVNET shall give the vendor written notice of such non-appropriation or non-allocation of funds as soon as possible after WVNET receives notice.

1.24 Contract Termination for Failure to Perform: WVNET may terminate the contract resulting from this RFB immediately at any time the vendor fails to meet the terms of the contract.

1.25 Payment of fees will be made upon successful completion of the required services. Progress payments for satisfactorily completed services may be made pursuant to a payment schedule which is deemed satisfactory to WVNET and is included in the bidder's response to this RFB.

1.26 Invoices: The vendor shall submit invoices, in arrears. State law prohibits payment of invoices prior to receipt of services. State law does not provide for interest payments on late payments. Invoices properly prepared and submitted in accordance with the terms and conditions of the contract are usually paid within thirty (30) days.

1.27 Taxes: The State of WV is exempt from federal and state taxes and will not pay or reimburse such taxes.

1.28 Governing Law: This contract shall be governed by the laws of the State of West Virginia.

1.29 Subsequent Forms: The terms and conditions contained in the contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by the vendor including price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of a vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

1.30 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 state and the Attorney General's Office (as to form only).

1.31 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 state, unless the individual who is the subject of the information consents to the disclosure in writing.

1.32 Indemnification: The vendor agrees to indemnify, defend, and hold harmless the State, its 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.

1.33 Licensing: In accordance with WV Code of State Rules §148-1-6.1.e, vendor must be licensed and in good standing in accordance with any and all state laws and requirements including, but not limited to, the WV Secretary of State Office, the WV Tax Department, West Virginia Insurance Commission, and any other state agency.

SECTION 2: ELIGIBILITY REQUIREMENTS

All required forms are available on the West Virginia Purchasing Division website at <http://www.state.wv.us/admin/purchase/forms.html>.

2.1 Vendor Registration – WV Code § 5A-3-12. The West Virginia Code requires that all vendors be registered with the WV Department of Administration, Purchasing Division, prior to receiving a purchase order for competitive products and/or services exceeding \$25,000.

2.2 Debarment – WV Code §5A-3-33 through §5A-3-33F. Vendors that have been debarred by the federal government are not eligible to offer on or receive contracts to supply goods or services to the state and its subdivision for a specified period of time.

2.3 West Virginia Secretary of State. The vendor must be in compliance with the Secretary of State and should provide a copy of their business license with the bid. For more information, contact the WV Secretary of State.

2.4 Taxpayer Identification Information. The Internal Revenue Service (IRS) requires WVNET to request a taxpayer identification number (TIN) for tax reporting purposes. IRS Form W9 is used to obtain this information.

2.5 Purchasing Affidavit (Exhibit B) – WV State Code §5A-3-10a. WV State Code requires all vendors to submit an affidavit regarding any debt owed to the State. The Affidavit should be completed, signed, notarized, and returned with the bidder's bid.

SECTION 3: SCOPE OF SERVICES

Contract requirements of this RFB are as follows:

3.1 WVNET must deal directly with the selected LSP. LSP will be responsible for interfacing with Microsoft Corporation to procure any necessary paperwork, authorizations, etc. The Reseller is to deal with WVNET for this bid, but with each individual school for product sales, questions, and support. All reporting required by Microsoft must be administered by the LSP.

3.2 LSP must submit a price quote as shown above using the attached bid form indicating proposed consortium prices for all items on the bid sheet. The total number of participants is unknown until the cost to each campus can be determined.

3.3 After reviewing the cost per Education User, institutions and governing bodies may determine the cost effectiveness and budget availability of funds to participate in the program.

3.4 LSP must deal directly with the consortium through WVNET to administer and pay for the licenses. LSP must go through WVNET to invoice institutions for additional products.

3.5 Selected LSP will be required to have a knowledgeable full time dedicated Academic Sales Representative managing the account that can be reached via phone, fax, and/or the Internet to service WVNET and all the participating institutions. One representative should always be available during normal working hours: M-F, 9:00 a.m. - 5:00 p.m., EST.

3.6 Selected LSP is expected to notify WVNET and all designated institutional coordinators of any program modifications or vendor changes.

3.7 Attached are contractual instructions to be included as part of this RFB. The Microsoft Terms and Conditions are to be signed by WVNET and Microsoft; the LSP is not involved in this approval process. Upon evaluation of bids submitted against this RFB and after agreement of the terms and conditions between Microsoft and the State of West Virginia, an award may be made.

3.8 The award will be based on the lowest Education User cost for Microsoft Campus Licensing Program.

3.9 The award is contingent upon the vendor accepting one purchase order from WVNET for the master contract for the Microsoft Campus Licensing Program. WVNET will be responsible for collecting for the campus program from individual institutions. If or when a school orders products by purchase order, it will be the LSP's responsibility to bill and collect from the schools with no financial obligation to WVNET as provider of this master contract.

3.10 The successful vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment of and concerning the discrimination by reason of race, color, religion, sex, national origin, or physical challenge.

3.11 Upon award of a contract under this request for bids, the person, partnership, association, or corporation to whom the award is made must comply with the laws of the State of West Virginia which require such person or entity to be authorized and /or licensed to do business in the State. The successful vendor shall enter into an agreement as a condition of the contract, that subjects it to the jurisdiction and process of the courts of the State of West Virginia as to all matters and disputes arising out of or arising under the contract and the performance thereof, including any questions as to liability for taxes, licenses, or fees levied by the State or its political divisions.

3.12 Following is a list of institutions and governing bodies *eligible* to order from this proposed contract is as follows:

1. Bluefield State College
2. Concord University
3. Eastern Community and Technical College
4. Fairmont State University
5. Glenville State College
6. Marshall University
7. Potomac State College of WVU
8. Shepherd University
9. Southern West Virginia Community & Technical College
10. Higher Education Policy Commission
11. West Liberty University
12. Mountwest Community and Technical College
13. West Virginia University Institute of Technology
14. West Virginia Network
15. West Virginia Northern Community College
16. West Virginia School of Osteopathic Medicine
17. West Virginia State University
18. West Virginia University
19. West Virginia University at Parkersburg
20. New River Community and Technical College
21. Blue Ridge Community and Technical College
22. Pierpont Community and Technical College
23. Bridge Valley Community and Technical College
24. Salem University
25. University of Charleston

Additional institutions may join the consortium at the time of contract renewal at the then current price, less any appropriate discounts as provided on the original bid.

SECTION 4: BIDDER RESPONSE AND EVALUATION CRITERIA

4.1 Economy of Preparation: Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to satisfy the requirements of the RFB. Emphasis should be placed on completeness and clarity of content.

4.2 Bids should not exceed fifty (50) pages. Additional material may be included as exhibits to the main bid.

4.3 A Title Page (Exhibit C) should be provided. The Title Page is the preferred method of providing the bidder's information. If the bidder does not utilize the Title Page, the bid must provide a cover letter with, at a minimum, the signature of an individual authorized to obligate the company and a date.

4.4 This contract will be awarded to the lowest cost vendor meeting all qualifications. If a vendor proposes terms and conditions in its bid response, WVNET will require the vendor to sign a WV96 Agreement Addendum at the time of the award.

SECTION 5: ADDITIONAL INFORMATION

5.1 By submitting a bid in response to this RFB, a firm shall be deemed to have accepted all the terms, conditions, and requirements set forth in herein unless otherwise clearly noted and explained in writing. Any exception(s) or additional terms and conditions a firm wishes to offer for consideration must be clearly itemized and explained. Otherwise, the RFB in total shall be incorporated into the contract by reference. The Systems may accept or reject the Firm's proposed exceptions as it deems appropriate and in the best interests of the Systems.

5.2 The State's Agreement Addendum (WV-96) includes the State law and guidelines which must be adhered to in any contracts presented to the Systems for execution. A copy of any additional terms and conditions that a firm wishes to offer for consideration should be enclosed with the bid. The West Virginia Attorney General's Office will review and accept or reject any proposed modifications to the WV-96.

5.3 The vendor must assume full responsibility for delivery, warranty, maintenance of all software and support services provided under this contract. Further, WVNET will consider the selected vendor to be the sole point of contact with regard to contractual matters. All uses of subcontractors must be specifically identified in the vendor's bid and the Prime Contractor must describe the type of contractual arrangement that will exist with all subcontractors. All subcontractors must have at least one (1) year of experience in the services they will be providing.

Use of subcontractors does not relieve the vendor of sole responsibility for performance under the contract. If at any time the subcontractors of the Prime Contractor change, WVNET must be notified in writing, and a change order must be processed. The Prime Contractor shall be responsible for meeting all the terms and conditions resulting from this RFB.

5.4 The vendor shall defend, at its own expense, WVNET against any claim that any products or services provided under this contract infringes any patent or copyright, and shall pay all costs, damages, and attorneys' fees that a court or other entity having jurisdiction awards as a result of such

claim. To qualify for such defense and/or payment, WVNET shall: (1) give the vendor prompt written notice of any claim; (2) allow the vendor to control the defense or settlement of the claim; and (3) cooperate with the vendor in a reasonable way to facilitate the defense or settlement of the claim. If any product or service becomes, or in the vendor's opinion is likely to become the subject of infringement, the vendor shall at its option and expense: (1) provide WVNET the right to continue using the product or service; (2) replace infringing; or (3) accept the return of the service and product or service, less any other amounts which are due to the vendor. The vendor's obligation will be void as to any product or service modified by WVNET to the extent such modification is the cause of the claim unless such modification was authorized by the vendor.

5.5 Vendor should bid on this request with the knowledge that WVNET has administrative costs and that all sales from this contract will be subject to a 2% administrative fee. Please include this as part of your bid response on the bid sheet. The vendor will be responsible to report total sales from this contract to the Manager of Business Operations at WVNET on a quarterly basis, and include the 2% WVNET administrative fee remittance with that report.

Exhibit A Addendum to Vendor's Standard Contractual Forms (WV-96)

WV-96
1/1/2019STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS

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

Vendor:

Contract/Lease Number ("Contract"): RFB 60000

Commodity/Service: Microsoft Products

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

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

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

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

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

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

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

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

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

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

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW -** Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING -** Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY -** Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES -** Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER -** Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.



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Dallas, TX 75251
Telephone: 469-329-0290
Website: www.crayon.com/us

WV-96
1/1/2019

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

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

WVNET
State: _____
By: SLW
Printed Name: Steven L White
Title: Executive Director
Date: 06/02/2025

Vendor: Crayon Software Experts LLC
By: Candy Kareem
Printed Name: Candy Kareem
Title: VP of Finance
Date: April 1, 2025

Approved as to form prior to acknowledgment thereof

this 2nd day of June, 2025

John B. McCuskey, Attorney General

By: [Signature]

21Page

Exhibit B Purchasing AffidavitSTATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code § 5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code § 61-5-3) 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, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Crayon Software Experts LLCAuthorized Signature: Candy Karum Date: April 7th, 2025State of TexasCounty of Dallas, to-wit:Taken, subscribed, and sworn to before me this 7th day of April, 2025.My Commission expires 09/23/2025, 20 .**AFFIX SEAL HERE****NOTARY PUBLIC**

Purchasing Affidavit (Revised 01/19/2018)

Exhibit C

TITLE PAGE

The undersigned declares that he/she has read the RFB and that the following proposal is submitted as a good faith response.

The undersigned declares that he/she has the authority to obligate the company.

The undersigned acknowledges receipt of the following addenda, if released. If no addenda are released, this section is to be left blank:

Addendum 1 _____ (initial receipt)

Addendum 2 _____ (initial receipt)

Addendum 3 _____ (initial receipt)

Candy Kareem
(Signature of Signee)

Candy Kareem
(Name of Signee)

VP of Finance
(Title)

Crayon Software Experts LLC
(Company Name)

12221 Merit Drive, Suite 1400
(Street Address)

Dallas, TX 75251
(City, State, Zip)

469-329-0290
(Telephone Number)

sledbids.us@crayon.com
(E-mail)

April 1, 2025
(Date)



12221 Merit Drive, Ste. 1400
Dallas, TX 75251
Telephone: 469-329-0290
Website: www.crayon.com/us

West Virginia Network (WVNET)
Request For Bids #60000
Microsoft Campus Products

EXHIBIT D: CERTIFICATION AND SIGNATURE

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

Marie Hopkins, SLED Client Director

Name and Title (printed)

12221 Merit Drive, Suite 1400, Dallas, TX 75251

Address

Marie.Hopkins@crayon.com

Email Address

+1 720 598 1561

Phone Number

2. **CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through e-mail, I certify that: I have reviewed this RFB 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 WVNET that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the RFB for that product or service, unless otherwise stated herein; that the vendor accepts the terms and conditions contained in the RFB, 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 that WVNET is requiring the vendor to follow the provisions of WV State Code 5A-3-62 which automatically voids certain contract clauses that violate State law.

Crayon Software Experts LLC

Vendor/Company Name

Candy Kareem

Authorized Signature

April 1, 2025

Date

Candy Kareem, Vice President of Finance

Name and Title of Authorized Representative (Printed)

sledbids.us@crayon.com

Email Address

469-329-0290

Phone Number



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West Virginia Network (WVNET)
Request For Bids #60000
Microsoft Campus Products

EXHIBIT E: ADDENDUM ACKNOWLEDGEMENT

Instructions: Please acknowledge receipt of all addenda issued with this RFB 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)

- | | |
|---|--|
| ☐ Addendum No. 1 | ☐ Addendum No. 6 |
| ☐ Addendum No. 2 | ☐ Addendum No. 7 |
| ☐ Addendum No. 3 | ☐ Addendum No. 8 |
| ☐ Addendum No. 4 | ☐ Addendum No. 9 |
| ☐ Addendum No. 5 | ☐ Addendum No. 10 |

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

Crayon Software Experts LLC

Vendor/Company Name

Candy Karam

Authorized Signature

April 1, 2025

Date

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



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EXHIBIT F: BID SHEET for RFB 60000

Part Number	Description	Offering	Level	WVNET Price
	Products included within bid			
AAD-38391	M365 EDU A3 Unified ShrdSvr ALNG SubsVL MVL PerUsr	FAC	Level B	\$55.17
AAD-38400	M365 EDU A5 Unified ShrdSvr ALNG SubsVL MVL PerUsr	FAC	Level B	\$113.95
9EM-00562	WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic	ACP	Non-Specific	\$6.74
H30-00237	PrjctPro ALNG LicSAPk MVL s1PrjctSvrCAL	FAC	Non-Specific	\$6.00
228-04437	SQLSvrStd ALNG LicSAPk MVL	ACP	Non-Specific	\$83.00
359-00765	SQLCAL ALNG LicSAPk MVL DvcCAL	ACP	Non-Specific	\$19.22
D87-01057	VisioPro ALNG LicSAPk MVL	FAC	Non-Specific	\$5.37
R18-00095	WinSvrCAL ALNG LicSAPk MVL DvcCAL	FAC	Non-Specific	\$2.63
2UJ-00001 x	DsktpEdu ALNG LicSAPk MVL	FAC	Non-Specific	EOL - No Longer
2UJ-00003 x	DsktpEdu ALNG LicSAPk MVL ECAL	FAC	Non-Specific	EOL - No Longer
FTG-00001	Defender O365 P2 Edu Sub Per User	ACP	Non-Specific	\$24.96
312-02177	ExchgSvrStd ALNG LicSAPk MVL	ACP	Non-Specific	\$59.53
395-02412	ExchgSvrEnt ALNG LicSAPk MVL	ACP	Non-Specific	\$340.71
4ZF-00019	VDAE3PerDvc ALNG SubsVL MVL PerDvc	ACP	Non-Specific	\$32.08
54R-00098 x	MSImgnAcadm ALNG SubsVL MVL Svcs	ACP	Non-Specific	EOL - No Longer
5HU-00215	SfBSvr ALNG LicSAPk MVL	ACP	Non-Specific	\$306.64
5X5-00002*	O365ProPlusEdu ShrdSvr ALNG SubsVL MVL PerUsr w/Faculty	STU	Non-Specific	\$0.00
5X5-00003*	O365ProPlusEdu ALNG SubsVL MVL AddOn toOPP	ACP	Non-Specific	\$0.00
6E9-00001*	AzureActvDrctryPremP2A ShrdSvr ALNG SubsVL MVL PerUsr	ACP	Non-Specific	\$12.48
6QK-00001*	Azure Monetary Commitment	ACP	Non-Specific	\$1,248.00
6VC-01251	WinRmtDsktpSvcsCAL ALNG LicSAPk MVL DvcCAL	ACP	Non-Specific	\$11.11
77D-00110	V5ProSubMSDN ALNG LicSAPk MVL	ACP	Non-Specific	\$55.17
7JQ-00341	SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic	ACP	Non-Specific	\$1,272.09
7NQ-00302	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	ACP	Non-Specific	\$331.72
965-00002	AzureActiveDrctryBsc ShrdSvr ALNG SubsVL MVL PerUsr	ACP	Non-Specific	\$0.00
965-00002	AzureActiveDrctryBsc ShrdSvr ALNG SubsVL MVL PerUsr	STU	Non-Specific	\$0.00
9EA-00271	WinSvrDCCore ALNG LicSAPk MVL 16Lic CoreLic	ACP	Non-Specific	\$341.71
9EM-00265	WinSvrSTDCore ALNG LicSAPk MVL 16Lic CoreLic	ACP	Non-Specific	\$53.79
9EN-00193	SysCtrStdCore ALNG LicSAPk MVL 16Lic CoreLic	ACP	Non-Specific	\$81.62
9EN-00494	SysCtrStdCore ALNG LicSAPk MVL 2Lic CoreLic	ACP	Non-Specific	\$10.24
9EP-00037	SysCtrDatactrCore ALNG LicSAPk MVL 2Lic CoreLic	ACP	Non-Specific	\$27.84
9EP-00201	SysCtrDatactrCore ALNG LicSAPk MVL 16Lic CoreLic	ACP	Non-Specific	\$222.52
AAD-38397	M365 EDU A3 Unified ShrdSvr ALNG SubsVL MVL PerUsr	STU	Level B	\$0.00
AAD-38405	M365 EDU A5 Unified ShrdSvr ALNG SubsVL MVL PerUsr	STU	Level B	\$0.00
H04-00232	SharePointSvr ALNG LicSAPk MVL	ACP	Non-Specific	\$455.65
M6K-00001	O365Edu ShrdSvr ALNG SubsVL MVL PerUsr	STU	Non-Specific	\$0.00
M6K-00001	O365Edu ShrdSvr ALNG SubsVL MVL PerUsr	FAC	Non-Specific	\$0.00
MX3-00115	V5EntSubMSDN ALNG LicSAPk MVL	ACP	Non-Specific	\$324.86
R39-00374	WinSvrExtConn ALNG LicSAPk MVL	ACP	Non-Specific	\$186.83
W06-00022	CoreCAL ALNG LicSAPk MVL DvcCAL	FAC	Level B	\$9.86
W76-00001	O365AdvThrtPrtctPln1EDU ShrdSvr ALNG SubsVL MVL PerUsr	ACP	Non-Specific	\$15.85
W76-00002	O365AdvThrtPrtctPln1EDU ShrdSvr ALNG SubsVL MVL PerUsr	STU	Non-Specific	\$0.00
B1B-00007	Bi Premium USL Edu a Sub VL Per User	ACP	Non-Specific	\$51.05
P4U-00001	Visio P2 Edu Sub Per User	ACP	Non-Specific	\$24.96
7MA-00001	Project P3 Edu Sub Per User	ACP	Non-Specific	\$63.65
V9I-00001	Teams Rooms Pro Edu Sub Per Device	ACP	Non-Specific	\$181.46
W6T-00003	Azure Standard Support	ACP	Non-Specific	\$1,248.00
LM7-00017	Teams Domestic Calling Plan Edu Sub Phone System Per User	ACP	Non-Specific	\$99.84
NK5-00001	Power Bi Pro Edu Sub Per User	ACP	Non-Specific	\$23.84
UJ9-00001	Audio Conferencing Edu Sub Per User	ACP	Non-Specific	\$18.72
5FQ-00001	Power Automate Edu Sub Per User	ACP	Non-Specific	\$74.88
MQJ-00001**	Teams Rooms Standard Edu Sub Per Device	ACP	Non-Specific	\$181.46
RQL-00001	M365 Apps Enterprise Devices Edu Sub Add-on	ACP	Non-Specific	\$0.00
-SEK00001	Power Apps Plan Edu Sub Per User	ACP	Non-Specific	\$99.84
7TR-00001	Planner and Project P5 Edu Sub Per User	ACP	Non-Specific	\$116.69
9EM-00562	Win Server Standard Core ALng LSA 2L	ACP	Non-Specific	\$6.74
EP2-00538	M365 Copilot Edu Sub Add-on	ACP	Non-Specific	\$336.96
FYR-00001	Intune P1 Edu Sub Per User (Student)	ACP	Non-Specific	\$8.62
XQK-00001	Intune Suite Edu Sub Per User	ACP	Non-Specific	\$22.72
YGB-00001	Copilot Studio Edu Sub	ACP	Non-Specific	\$1,372.80
15M-00001	Power Automate Premium Edu Sub Per User	ACP	Non-Specific	\$93.60
ZXI-00009	Teams Premium Edu Sub Per User	ACP	Non-Specific	\$22.72
EP2-27336	Office Professional Plus Education 2024 Alng 3Y LTSC Ent	Non-Specific	Non-Specific	\$44.81
1CD-00001	M365 A5 IP & Govern Edu Sub Per User	FAC	Level B	\$20.72
	Azure overages	***Azure overages is driven by customer monthly consumption, there is no per unit price.		

*This item has a description name change:
5X5-00002 M365 Apps Enterprise Edu Sub Student Use Benefit Per User
5X5-00003 M365 Apps Enterprise Edu Sub Add-on Office Pro Plus
6E9-00001 Entra ID P2 Edu Sub Per User
6QK-00001 Azure prepayment
**Item MQJ-00001 has been replaced with V9I-00001 Teams Rooms Pro Edu Sub Per Device - pricing above reflects the pricing for this item
x The skus listed above are EOL - No Longer Available.

WVNet can access Azure Billing via the Azure Portal for the billing. The administrator assigned can access WVNET's Azure account and can view detailed billing and usage reports directly.

- a. Go to Azure Portal: <https://portal.azure.com/>
- b. Navigate to Cost Management + Billing to view the usage and billing information.

Any school/institution accessing Azure will be billed for the usage over any prepaid amount. It's a consumption charge so there's no way of knowing how much you would be billed until the billing cycle ends. (Kind of like long distance calls back in the day)

Here's some other helpful information – which has the calculation formula.

What Are Azure Overages?

Azure overages occur when your usage of a particular **Azure service exceeds the limits** of your **subscription, quota, or pre-paid plan** (like a Microsoft Azure reservation, subscription offer, or budget). Think of overages as “**extra charges**” that go beyond what you expected or budgeted for.

How Azure Billing Works (Basics)

Azure uses a **pay-as-you-go (PAYG)** billing model for most services, meaning:

- You are billed based on **actual usage** (compute hours, storage GB, bandwidth, etc.).
- Usage is metered **hourly** (or in some cases per minute/second), then **aggregated daily/monthly**.
- Prices vary by service, region, performance tier, and licensing type.

How Overages Are Calculated

1. Usage Beyond Free or Included Limits

If you're on a plan that includes some amount of “free” usage (e.g., Azure Free Account or an Enterprise Agreement with fixed capacity):

- **Overages = Actual usage – Included usage**
- The difference is billed at **standard pay-as-you-go rates**.

Example:

If your plan includes 100 GB of storage and you use 150 GB:

- First 100 GB: included in plan
- Extra 50 GB: charged as an overage at standard storage rates

2. Budget/Spending Limit Alerts

Azure **budgets and cost alerts** do **not cap usage** — they just **warn you** when you're approaching a limit. Unless you're using a plan with enforced spending caps (e.g., Azure for Students), **overages will be billed** automatically.

3. Reservations and Commitment Plans

If you purchase a **reserved instance** (e.g., for VMs or databases), you get a discounted rate for a set amount of usage.

- Any usage **beyond the reserved capacity** is billed at **on-demand rates** (i.e., full price).
 - These count as **overages**, and may be significant depending on usage patterns.
-

4. Billing Period

Azure typically bills **monthly**, generating an invoice at the end of the billing cycle:

- You'll receive a **detailed invoice and usage report** showing all resources consumed.
- Overages appear as **line items** for services consumed above your plan or offer limits.

Where to See and Manage Overages

You can monitor and manage overages using:

- **Azure Cost Management + Billing** (via Azure Portal)
- **Azure Pricing Calculator** – to estimate costs
- **Budgets** – to set thresholds and alerts
- **Advisor Recommendations** – for cost-saving tips and right-sizing

Common Overages to Watch Out For

Service	Common Overages
Virtual Machines	Running outside reserved hours, extra CPU/RAM
Storage	Exceeding allocated GB or storage tiers
Bandwidth	High outbound data transfer costs
Databases	Read/write throughput, storage, or DTUs
Azure Functions	Exceeding execution counts or runtime duration

Tips to Avoid Unexpected Overages

- Set up **cost alerts** and **budgets**.
 - Use **reservations** or **savings plans** for predictable workloads.
 - Use **tags** to track resource owners and environments.
 - Monitor usage with **Azure Advisor** and **Cost Analysis**.
-



12221 Merit Drive, Ste. 1400
Dallas, TX 75251
Telephone: 469-329-0290
Website: www.crayon.com/us

Pierpont

MONTH	CHARGES AGAINST CREDITS (USD)	SERVICE OVERAGE (USD)	BILLED SEPARATELY (USD)	AZURE MARKETPLACE (USD)	TOTAL CHARGES (USD)
4/25/2025	\$ -	\$ 4,851.40	0	0	\$ 4,851.40
3/25/2025	\$ -	\$ 4,920.62	0	0	\$ 4,920.62
2/25/2025	\$ -	\$ 4,752.04	0	0	\$ 4,752.04
1/25/2025	\$ -	\$ 4,910.21	0	0	\$ 4,910.21
12/24/2025	\$ -	\$ 4,893.12	0	0	\$ 4,893.12
11/24/2025	\$ -	\$ 4,723.72	0	0	\$ 4,723.72
10/24/2025	\$ -	\$ 4,727.76	0	0	\$ 4,727.76
9/24/2025	\$ 2,129.22	\$ 2,538.55	0	0	\$ 4,667.77
8/24/2025	\$ 4,700.57	\$ -	0	0	\$ 4,700.57
7/24/2025	\$ 5,170.21	\$ -	0	0	\$ 5,170.21
6/24/2025	\$ -	\$ 6,166.84	0	0	\$ 6,166.84
5/25/2025	\$ -	\$ 6,227.36	0	0	\$ 6,227.36
Totals Annually	\$ 12,000.00	\$ 48,711.62			\$ 60,711.62

Salem

MONTH	CHARGES AGAINST CREDITS (USD)	SERVICE OVERAGE (USD)	BILLED SEPARATELY (USD)	AZURE MARKETPLACE (USD)	TOTAL CHARGES (USD)
4/25/2025	\$ -	\$ 2,814.73	\$ 480.86	0	\$ 3,295.59
3/25/2025	\$ -	\$ 2,953.13	\$ 481.11	0	\$ 3,434.24
2/25/2025	\$ -	\$ 2,716.35	\$ 431.27	0	\$ 3,147.62
1/25/2025	\$ -	\$ 2,969.43	\$ 355.47	0	\$ 3,324.90
12/24/2025	\$ -	\$ 2,989.80	\$ 314.01	0	\$ 3,303.81
11/24/2025	\$ -	\$ 3,512.80	\$ 300.63	0	\$ 3,813.43
10/24/2025	\$ -	\$ 2,047.26	\$ 304.77	0	\$ 2,352.03
9/24/2025	\$ -	\$ 950.95	\$ 275.17	0	\$ 1,226.12
8/24/2025	\$ 700.27	\$ -	\$ 299.21	0	\$ 999.48
7/24/2025	\$ 304.70	\$ -	\$ 322.29	0	\$ 626.99
6/24/2025	\$ 294.83	\$ -	\$ 246.79	0	\$ 541.62
5/24/2025	\$ 304.37	\$ -	\$ -	0	\$ 304.37
Totals Annually	\$ 1,604.17	\$ 20,954.45	\$ 3,811.58	0	\$ 26,370.20

West Virginia School of Osteopathic Medicine

MONTH	CHARGES AGAINST CREDITS (USD)	SERVICE OVERAGE (USD)	BILLED SEPARATELY (USD)	AZURE MARKETPLACE (USD)	TOTAL CHARGES (USD)
4/25/2025	\$ -	\$ 15,094.58	\$ 0.25	\$ 1,762.49	\$ 16,857.32
3/25/2025	\$ -	\$ 15,172.77	\$ 30.95	\$ 1,762.49	\$ 16,966.21
2/25/2025	\$ -	\$ 15,401.09	\$ -	\$ 1,762.49	\$ 17,163.58
1/25/2025	\$ -	\$ 16,061.66	\$ -	\$ 1,762.49	\$ 17,824.15
12/24/2025	\$ -	\$ 15,680.24	\$ -	\$ 1,762.49	\$ 17,442.73
11/24/2025	\$ -	\$ 15,760.87	\$ -	\$ 1,762.49	\$ 17,523.36
10/24/2025	\$ -	\$ 18,880.37	\$ -	\$ 1,763.24	\$ 20,643.61
9/24/2025	\$ -	\$ 22,582.98	\$ -	\$ 1,761.27	\$ 24,344.25
8/24/2025	\$ -	\$ 23,025.79	\$ -	\$ 1,749.99	\$ 24,775.78
7/24/2025	\$ -	\$ 22,780.27	\$ -	\$ 1,749.99	\$ 24,530.26
6/24/2025	\$ -	\$ 21,991.24	\$ -	\$ 1,749.99	\$ 23,741.23
5/24/2025	\$ 16,638.94	\$ 9,914.64	\$ -	\$ 1,749.99	\$ 28,303.57
Totals Annually	\$ 16,638.94	\$ 212,346.50	\$ 31.20	\$ 21,099.41	\$ 250,116.05

Please note - Marketplace and Billed Separately charges do not draw down from prepay.

Exhibit G Crayon Software – Microsoft Certification

MICROSOFT CERTIFICATION

NOTE TO BIDDER:

This "Microsoft Certification" is to be printed and forwarded to an authorized representative of Microsoft by the Bidder, completed and returned to the Bidder by Microsoft, and submitted with the Bidder's offer. (See "QUALIFICATION OF BIDDER" clause.)

Bidder's Company Name:	Crayon Software Experts LLC
Street Address:	12221 Merit Drive, Suite 1400
City, State, Zip:	Dallas, TX 75251

The Microsoft Representative executing this certificate by signature below does hereby attest that as of the date of signing and subject to the terms and conditions between the Partner and Microsoft:

1. The Bidder listed above is a Licensing Solutions Provider (LSP) for Microsoft.
2. The Bidder listed above is an Authorized Education Provider (AEP) for Microsoft.

Microsoft Entity Name:	Microsoft Corporation
Street Address:	One Microsoft Way
City, State, Zip:	Redmond, WA 98052-6399
Telephone:	425 882 8080
Email Address:	v-emgrin@microsoft.com
Signature of Authorized Microsoft Representative:	<u>Emily Grindberg</u> Emily Grindberg (Jul 12, 2024 10:35 CDT)
Date:	Jul 12, 2024
Printed Name:	Emily Grindberg
Title	Authorized signer



12221 Merit Drive, Ste. 1400
Dallas, TX 75251
Telephone: 469-329-0290
Website: www.crayon.com/us



Volume Licensing

Channel Partner Authorization Form (Reseller)

Company's SAP Number	0005224734
Company's PCN Number	A06626AF
Company's VAT Number (if applicable)	

Name of Entity Crayon Software Experts LLC	
Street Address 8111 LBJ Freeway, Suite 1000	
City Dallas	State/Province TX
Country United States	Postal Code 75251
Microsoft Partner Network Number	

Notices. Notices or requests shall be addressed to the parties as set forth below. A party may change its address for notification purposes by giving written notice of such change to the other party.

Name of Entity Crayon Software Experts LLC	Contact Name Ken Pharr	
Street Address 8111 LBJ Freeway, Suite 1000	Contact E-mail Address Kenneth.Pharr@crayon.com	
City Dallas	State/Province TX	Phone 479-116-9440
Country United States	Postal Code 75251	
Send notices to Microsoft to: Microsoft Corporation 6100 Neil Road, Suite 210 Reno, Nevada 89511-1137 USA Attn: Channel Agreements		Send copies to: Microsoft Corporation One Microsoft Way Redmond, WA 98052 USA Attn: CELA - Operations



12221 Merit Drive, Ste. 1400
Dallas, TX 75251
Telephone: 469-329-0290
Website: www.crayon.com/us

Program and Territory Authorization. Microsoft grants Company the non-exclusive right to Licensed Offerings to Customers within the Territory and through the Program identified below.

Program	Territory
GGWA for Large Organizations	United States
Enterprise Agreements (Indirect)	United States
Enrollment for Education Solutions	United States
Microsoft Products and Services Agreement	United States
Select	United States
Select Plus	United States
Blank	
Blank	
Blank	
Blank	
Enterprise Agreements (Direct)	United States

Previous Authorization Form. This Channel Partner Authorization Form replaces and supersedes all prior Authorizations entered into between Company and Microsoft, but only with respect to orders placed under Customer Agreements (as defined in the Agreement) signed on or after the effective date.

Notice of Changes. Microsoft reserves the right to unilaterally modify the terms listed in this Channel Partner Authorization Form from time to time. Microsoft will provide Company no less than one-hundred and eighty (180) days' prior notice before such changes become effective; after such time such changes to this Channel Partner Authorization Form will become effective without further action by the parties. Any modification of this Channel Partner Authorization Form per this provision will have prospective effect only.

Applicable Law; Attorneys' Fees. The choice of jurisdiction, dispute resolution method and venue stated below does not prevent either party from seeking injunctive relief for: (i) violation of intellectual property rights; (ii) breach of confidentiality obligations; or (iii) enforcement or recognition of any award or order in any appropriate jurisdiction. If either party begins litigation in connection with this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs and other expenses. The 1980 United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement.

This Agreement is governed by and interpreted in accordance with the laws of the State of Washington and the federal laws of the United States. The parties consent to the exclusive jurisdiction and venue in the courts sitting in King County, Washington. Company waives all defenses of lack of personal jurisdiction and forum non conveniens.



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Dallas, TX 75251
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Website: www.crayon.com/us

Additional Contract Documents
Terms and Conditions for Resellers
Addendum Enterprise Direct Advisor
Blank

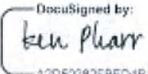
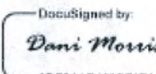
Company	Contracting Microsoft Entity
Name of Entity Crayon Software Experts LLC	Name Microsoft Corporation One Microsoft Way Redmond, WA 98052 USA
Signature  DocuSigned by: A2D52082F8C4B1	Signature  DocuSigned by: 9DCE2A15D409D54E9
Name Ken Pharr	Name Dani Morris
Title VP Finance and Operations	Title Subject Matter Expert
Signature Date August 12, 2019	Effective Date August 13, 2019

Exhibit H West Virginia Vendor Registration

WV-1
REV. 11/20/2024

☐ New ☒ Update

STATE OF WEST VIRGINIA - PURCHASING DIVISION

VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

Before a vendor is eligible to sell goods and/or services to the State of West Virginia, the *West Virginia Code* §5A-3-12 requires all vendors to have on file with the West Virginia Purchasing Division a completed Vendor Registration and Disclosure Statement. All vendors wishing to participate in the competitive bid process and receive purchase orders from the State of West Virginia exceeding \$5,000 in aggregate across all state agencies are required to complete the Vendor Registration and Disclosure Statement (WV-1 form) and pay a \$125.00 annual fee. Payment of the annual fee includes email notifications on bid opportunities based on the commodities and services selected upon registering in the Vendor Self-Service (VSS) portal at wvOASIS.gov. Please complete this form in its ENTIRETY and return it with a check or money order made payable to the STATE OF WEST VIRGINIA in the amount of \$125.00. Incomplete forms may not be processed and may be returned to the vendor. Please send completed form and payment to:

Purchasing Division - Vendor Registration
2019 Washington Street East
Charleston, WV 25305-0130

Whenever a change occurs in the information submitted, such change shall be reported immediately in the same manner as required in the original disclosure statement (*West Virginia Code* §5A-3-12). Vendors doing business with the State of West Virginia are expected to abide by the Vendor Code of Conduct available online at www.state.wv.us/admin/purchase/vrc/vendorconduct.pdf.

Privacy Notice: The Purchasing Division is required to collect certain information as stated in *West Virginia Code* §5A-3-12, other applicable sections of the *West Virginia Code*, the Vendor Registration and Disclosure Statement forms, and other documents to facilitate the state bidding and contract administration processes. This information is stored in a secure environment, but unless specifically protected under state law, any information provided may be inspected by or disclosed to the public.

Vendors are also required to 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 other state agencies or political subdivisions. Failure to do so may result in delay of or disqualification from a contract award pursuant to *West Virginia Code of State Rules* §148-1-6.1.7.

Should you need additional information relating to vendor registration, please visit www.state.wv.us/admin/purchase/VendorReg.html. Questions concerning this Vendor Registration and Disclosure Statement may be directed to the Purchasing Division at (304) 558-2311.



12221 Merit Drive, Ste. 1400
Dallas, TX 75251
Telephone: 469-329-0290
Website: www.crayon.com/us

**VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-,
AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION**

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

1. Legal Name of Company/Individual Crayon Software Experts LLC
Ordering Address 12221 Merit Drive, Suite 1400, Dallas, TX 75251
(Please provide a physical address, not a post office box.)
☒ Default Ordering Address
Payment Address Crayon Software Experts LLC
12221 Merit Drive, Suite 1400, ATTN: Accounts Payable
City, State, Zip Dallas, TX 75251
Telephone Number 469-329-0290 Fax Number _____
Principle Contact Person Candy Kareem E-mail sledbids.us@crayon.com
Contact's Telephone Number 469-329-0290 Contact's Fax Number _____

DBA, if any _____
Ordering Address _____
Payment Address _____
City, State, Zip _____
Telephone Number _____ Fax Number _____
Principle Contact Person _____ E-mail _____
Contact's Telephone Number _____ Contact's Fax Number _____

2. Vendor Tax Classification:

- | | |
|---|--|
| ☐ Individual | ☐ Government |
| ☐ Sole Proprietor | ☐ Medical Corporation |
| ☒ Partnership | ☐ Attorney Corporation |
| ☐ Corporation | ☐ Non-Profit Organization |
| ☐ Board Member | ☐ Payroll |
| ☐ Trust | ☐ Employee |
| ☐ Estate | |

**VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-,
AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION**PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

3. **Taxpayer Identification Number (TIN):** If you have an Identification Number, enter it below. All partnerships, corporations, or companies with employees must have an EIN.

4 7 - 2 2 3 7 4 2 0 EIN

OR

If you do not have a EIN, please enter Social Security number (SSN), Individual Taxpayer Identification Number (ITIN) or Adoptive Identification Number (ATIN) and check the correct below.

- (SSN ☐, ITIN ☐, ATIN ☐)**4. (A) Small, Women-Owned, Minority-Owned Businesses**

West Virginia Code §5A-3-59 establishes a procurement certification program in West Virginia for small, women-, and minority-owned businesses. Requirements related to the certification program are provided in the **West Virginia Code of State Rules §148-2-1 et seq.** Note that this certification provides nonresident vendors preference that is equivalent to competing resident (West Virginia) vendors that have applied for resident vendor preference, in accordance with **West Virginia Code §5A-3-37**. This certification may assist resident small, women-, and minority-owned businesses when soliciting business in other states. If you are renewing your two-year SWAM business certification status, please indicate the appropriate designation below.

Certification of Status (Check all those which apply)

- ☐ **Minority-owned Business [1]** means a business concern that is at least fifty-one percent owned by one or more minority individuals or in the case of a corporation, partnership, or limited liability company or other entity, at least fifty-one percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.
- A "minority individual" means an individual who is a citizen of the United States or a noncitizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:
 - **African American** means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
 - **Asian American** means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands, including, but not limited to, Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
 - **Hispanic American** means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
 - **Native American** means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

**VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-,
AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION**PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

- ☐ Small Business [2] means a business, independently owned or operated by one or more persons who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, which, together with affiliates, has two hundred fifty or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.
- ☐ Women-owned Business [3] means a business concern that is at least fifty-one percent owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least fifty-one percent of the equity ownership interest is owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law.

(B) Other Federal Designations

Additionally, by providing the following information, I represent that this enterprise is a small business as defined by the *Code of Federal Regulations*, Title 13, Part 121, as appended - which contains detailed industry definitions and related procedures - and/or the characteristics of the enterprise's control, operation and/or ownership are accurately reflected in the information provided. Check all that apply.

- ☐ Disabled Small Business Ownership [4]
- ☐ Veteran Small Business Ownership [5]

5. **Commodity Codes:** You may register for commodity codes for the products and services that you offer, which will provide you with bid opportunity alerts and notifications should you become a paid registered vendor. To perform this function, visit the Vendor Self-Service (VSS) Portal at wvOASIS.gov.

6. What is the latest Dun & Bradstreet number and rating on the vendor (<https://www.dnb.com/duns/duns-lookup.html>)? 005987431 - Rating - Low Risk

7. Is the vendor acting as an agent for some other individual, firm or corporation? If yes, attach statement of the principal authorizing such representation. ☒ No ☐ Yes

By signing below and submitting this form, the vendor certifies and acknowledges that: 1) it has obtained all licenses, certifications, and authorizations necessary to lawfully conduct business in the state of West Virginia; and 2) that the assertions made by completing this form and delivering it to the Purchasing Division are accurate and true in accordance with the applicable law and rules. As authorized agent of the vendor named herein, I do solemnly swear that the above information is true and complete, in accordance with *West Virginia Code §5A-3-12(e)*.



12221 Merit Drive, Ste. 1400
Dallas, TX 75251
Telephone: 469-329-0290
Website: www.crayon.com/us

In the event that the vendor is applying for certification as a small, women-, or minority-owned business, the vendor's signature below further certifies that: 1) the state in which the vendor has its headquarters or principal place of business does not deny a like certification to a West Virginia based small, women-owned, or minority-owned business; 2) the state in which the vendor has its headquarters or principal place of business does not provide a preference to small, women-owned, or minority-owned firms that is unavailable to West Virginia based businesses; and, 3) that it has read and understands this form, along with the law and rules governing certification as a small, women-owned, or minority-owned business.

Candy Kareem

Authorized Agent of Vendor (Print Name)

Candy Kareem

Authorized Agent (Signature)

VP of Finance

Title

April 7, 2025

Date

**PURCHASING DIVISION
USE ONLY**

Vendor ID: _____

Check No. : _____

Memo No. : _____

Date: _____

Entered by: _____

Exhibit I State of West Virginia Secretary of State Certificate

State of West Virginia



Certificate

*I, Mac Warner, Secretary of State,
of the State of West Virginia, hereby certify that*

CRAYON SOFTWARE EXPERTS LLC

has filed the appropriate registration documents in my office according to the provisions of the West Virginia Code and hereby declare the organization listed above as duly registered with the Secretary of State's Office.



*Given under my hand and
the Great Seal of West Virginia
on this day of
April 04, 2022*

Mac Warner

Secretary of State



12221 Merit Drive, Ste. 1400
Dallas, TX 75251
Telephone: 469-329-0290
Website: www.crayon.com/us

Exhibit J Crayon Software Experts LLC W-9

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service		Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.		Give form to the requester. Do not send to the IRS.
Before you begin. For guidance related to the purpose of Form W-9, see <i>Purpose of Form</i> , below.				
1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) CRAYON SOFTWARE EXPERTS LLC				
2 Business name/disregarded entity name, if different from above.				
Print or type. See Specific Instructions on page 3.	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)			
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐			
	5 Address (number, street, and apt. or suite no.). See instructions. 12221 MERIT DRIVE, STE 1400		Requester's name and address (optional)	
	6 City, state, and ZIP code DALLAS, TX 75251			
7 List account number(s) here (optional)				
Part I Taxpayer Identification Number (TIN)				
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.				
Social security number [][]-[][]-[][][][] Employer identification number 4 7 - 2 2 3 7 4 2 0				
Part II Certification				
Under penalties of perjury, I certify that:				
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and				
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and				
3. I am a U.S. citizen or other U.S. person (defined below); and				
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.				
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.				
Sign Here	Signature of U.S. person <i>Candy Korum</i> Candy Korum (Dec 12, 2024 16:21 CST)	Date 12/12/24		

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



REQUEST FOR BIDS #60000

Microsoft Campus Products, 2025

Table of Contents

Section 1	General Information and Standard Terms and Conditions	Page 2
Section 2	Eligibility Requirements	Page 6
Section 3	Scope of Services	Page 7
Section 4	Bidder Responses and Evaluation Criteria	Page 9
Section 5	Additional Information	Page 9

Exhibits:

Exhibit A	Agreement Addendum (WV-96)
Exhibit B	Purchasing Affidavit
Exhibit C	Title Page
Exhibit D	Certification and Signature
Exhibit E	Agreement Addendum
Exhibit F	Bid Sheet

REQUEST FOR BIDS

RFB #60000

SECTION 1: GENERAL INFORMATION AND STANDARD TERMS AND CONDITIONS

1.1 Purpose: West Virginia Network for Educational Telecomputing (WVNET) is requesting bids from Microsoft Licensing Solution Providers (LSP) to allow West Virginia Public Higher Education Institutions and governing bodies (hereafter called the "Consortium") to participate in the Microsoft Campus Licensing Program. For each of the products listed on the attached bid sheet (Exhibit F), the vendor should provide the WVNET price for each item. This agreement will not replace nor supersede any current agreement(s) under Microsoft Select but will add this program of Microsoft Campus Licensing.

1.2 Schedule of Events:

Release of RFB:	March 19, 2025
Question Deadline:	5:00 P.M. (EST) on March 26, 2025
Addendum/Response to Questions:	April 2, 2025
Bid Due Date:	1:00 P.M. (EST) on April 9, 2025
Target Award Date:	April 18, 2025

1.3 Bidder's Point of Contact: The sole point of contact for questions, clarification, and inquiries concerning this Request for Bids (RFB) is:

Philip Snitz
Manager of Business Operations
837 Chestnut Ridge Road
Morgantown, WV 26505
E-mail: psnitz@staff.wvnet.edu
Phone: 304-225-0483

1.4 Posting of Information: This RFB and any addenda, including answers to questions, will be posted to: <https://wvnet.edu/wvnet-bids/>

1.5 Questions and Answers: Questions concerning this RFB will be received in writing, via e-mail, by the point of contact, until the deadline identified in Section 1.2. When submitting questions, please reference RFB #60000 in the subject line. Questions, if any, will be answered by addendum and posted to the webpage identified in Section 1.4 above.

1.6 Bid Format: Vendor should provide responses in the format listed below:

1.6.1 The vendor must respond to each mandatory requirement of this RFB.

1.6.2 A vendor's response should consist of:

- a) a copy of the RFB with the vendor's understanding of each requirement sequentially numbered and in proper position;
- b) the vendor's completed WV-96 (Exhibit A) if the vendor has terms and conditions to be signed by WVNET; and
- c) any bid that does not adhere to this format, and/or which does not address each requirement within the RFB, may be deemed non-responsive and may be rejected on that basis.

1.6.3 WVNET reserves the right to waive any informality in the bid format.

1.6.4 The vendor should provide one (1) complete copy of their bid for use in the evaluation process and one (1) electronic copy of their bid.

1.6.5 Bids should be prepared simply and economically, providing a straight-forward, concise description of the vendor's capability to satisfy the requirements of the RFB and the attached price sheet completed.

1.6.6 The vendor shall bear all costs associated with the preparation and presentation of the vendor's quote. Neither WVNET, nor the State of West Virginia, in general, will in any way be obligated by the vendor's response to this RFB.

1.6.7 All bids must be signed by a representative of the company authorized to commit the company to the provisions of this RFB. Unsigned RFBs will be rejected unless an authorized representative is present at the bid opening and provides the needed signature, and provided discovery is made before the tabulation of quotes for the award.

1.6.8 The reseller must provide written authorization from Microsoft that they are an authorized Licensing Solution Provider so WVNET may verify that the requirements of the request can be fulfilled. Vendor must have been authorized by Microsoft for a minimum of one year.

1.6.9 WVNET requires the vendor to provide at least a one-year time limit on all quoted prices per Education User. Any price reductions publicly announced between bid award and approval must be included in the final contract. Decreases in product costs must be passed on to the institutions.

1.6.10 No firm quantities are listed in this request. It is understood that this is an open-ended contract available for all the Higher Education Public Colleges and Universities in West Virginia. There is to be no penalty or back billing for not purchasing any or all items specified.

1.6.11 WVNET reserves the right, in conjunction with the vendor, to add additional Microsoft products to the pricelist during the term of the contract due to the changing nature of the needs of Higher Education Public Colleges and Universities.

1.7 Title Page: The Title Page (Exhibit C) should include the RFB Number, Addenda Received check boxes, the Bidder's business name, business address and telephone number, a contact name

and e-mail address, and a signature line and date for the individual authorized to obligate the business.

1.8 Table of Contents: Clearly identify the material by section and page number.

1.9 Response Reference: Vendor's response should clearly reference how the information provided applies to the RFB request. Vendor should reference the section of the RFB that the information provided in the bid is referencing.

1.10 Bid Submission: Deliver one (1) original and one (1) copy of the bid on or before the date required in Section 1.2. The outside of the envelope should be clearly marked with the RFB number, the bid opening date/time, and Manager of Business Operation's name, Philip Snitz.

In addition, a digital copy of the bid should be submitted; the preferred method for submission of the digital copy is by flash/thumb drive which should be included with the original bid.

BIDS RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE CONSIDERED. IT IS THE BIDDER'S SOLE RESPONSIBILITY TO ENSURE THE TIMELY DELIVERY OF THE BID.

1.11 Bids shall remain in effect ninety (90) days from the submission date.

1.12 Conflict of Interest: By signing the bid, the bidder affirms that it and its officers, members, and employees have no actual or potential conflict of interest, beyond the conflicts disclosed in its bid. Bidder will not acquire any interest, direct or indirect, that would conflict or compromise in any manner or degree with the performance of its services under this contract. If any potential conflict is later discovered or if one arises, the bidder must disclose it to WVNET promptly.

1.13 Independent Bid: A bid will not be considered for award if the price in the bid was not arrived at independently, without collusion, consultation, communication or agreement as to any matter relating to such prices with any other offer or with any competitor. The price quoted in the bidder's bid will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment to the original contract.

1.14 Rejection of Bids: The Manager of Business Operations reserves the right to accept or reject any or all bids, in part or whole, at their discretion. The Manager of Business Operations reserves the right to withdraw this RFB at any time for any reason. Submission of, or receipt by, the Manager of Business Operations confers no rights upon the bidder nor obligates WVNET in any manner.

1.15 Expenses: WVNET will not be held liable for any expenses incurred by any bidder responding to this RFB including expenses to prepare or deliver the bid or attend any oral presentation.

1.16 Interviews: Discussions and/or interviews may be held with the bidders under final consideration prior to making a selection for award; however, the RFB may be awarded without such discussions or interviews.

1.17 Oral Statements and Commitments: Any oral representations made or assumed to be made during discussions held between the bidder's representatives and WVNET personnel are not binding.

Only the information issued in writing and added to the RFB by an official written addendum is binding.

1.18 Award: It is anticipated that a single contract will be awarded for all services; however, WVNET reserves the right to configure the contract in whatever manner is in its best interests.

1.19 Public Record: All documents submitted in response to the RFB, and any documents created as a result of this RFB are considered public record. All bids, proposals or offers submitted shall become public information and will be available for inspection during normal business hours at WVNET.

The only exception for public record is disclosure information listed in WV Code § 29B-1-4. Primarily, only trade secrets are considered exempt from public disclosure.

1.20 Contract: The RFB and the bidder's response will be incorporated into the contract by reference. The order of precedence is the contract, the RFB and any addendum and the bidder's bid in the response to the RFB.

1.21 Contract Term: This contract will be effective upon award and shall extend for a period of not more than one (1) year with the option to renew for two (2) additional one-year periods, upon mutual agreement of the vendor and WVNET.

1.22 Contract Changes: Any changes to the original contract will be made via a Change Order issued by WVNET. No change is official until a signed Change Order is produced.

1.23 Contract Termination for Unavailability of Funds. If funds are not appropriated or allocated for the services provided under this contract, WVNET may terminate the contract at the end of the affected current fiscal period without charge or penalty. WVNET shall give the vendor written notice of such non-appropriation or non-allocation of funds as soon as possible after WVNET receives notice.

1.24 Contract Termination for Failure to Perform: WVNET may terminate the contract resulting from this RFB immediately at any time the vendor fails to meet the terms of the contract.

1.25 Payment of fees will be made upon successful completion of the required services. Progress payments for satisfactorily completed services may be made pursuant to a payment schedule which is deemed satisfactory to WVNET and is included in the bidder's response to this RFB.

1.26 Invoices: The vendor shall submit invoices, in arrears. State law prohibits payment of invoices prior to receipt of services. State law does not provide for interest payments on late payments. Invoices properly prepared and submitted in accordance with the terms and conditions of the contract are usually paid within thirty (30) days.

1.27 Taxes: The State of WV is exempt from federal and state taxes and will not pay or reimburse such taxes.

1.28 Governing Law: This contract shall be governed by the laws of the State of West Virginia.

1.29 Subsequent Forms: The terms and conditions contained in the contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by the vendor including price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of a vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

1.30 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 state and the Attorney General's Office (as to form only).

1.31 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 state, unless the individual who is the subject of the information consents to the disclosure in writing.

1.32 Indemnification: The vendor agrees to indemnify, defend, and hold harmless the State, its 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.

1.33 Licensing: In accordance with WV Code of State Rules §148-1-6.1.e, vendor must be licensed and in good standing in accordance with any and all state laws and requirements including, but not limited to, the WV Secretary of State Office, the WV Tax Department, West Virginia Insurance Commission, and any other state agency.

SECTION 2: ELIGIBILITY REQUIREMENTS

All required forms are available on the West Virginia Purchasing Division website at <http://www.state.wv.us/admin/purchase/forms.html>.

2.1 Vendor Registration – WV Code § 5A-3-12. The West Virginia Code requires that all vendors be registered with the WV Department of Administration, Purchasing Division, prior to receiving a purchase order for competitive products and/or services exceeding \$25,000.

2.2 Debarment – WV Code §5A-3-33 through §5A-3-33F. Vendors that have been debarred by the federal government are not eligible to offer on or receive contracts to supply goods or services to the state and its subdivision for a specified period of time.

2.3 West Virginia Secretary of State. The vendor must be in compliance with the Secretary of State and should provide a copy of their business license with the bid. For more information, contact the WV Secretary of State.

2.4 Taxpayer Identification Information. The Internal Revenue Service (IRS) requires WVNET to request a taxpayer identification number (TIN) for tax reporting purposes. IRS Form W9 is used to obtain this information.

2.5 Purchasing Affidavit (Exhibit B) – WV State Code §5A-3-10a. WV State Code requires all vendors to submit an affidavit regarding any debt owed to the State. The Affidavit should be completed, signed, notarized, and returned with the bidder's bid.

SECTION 3: SCOPE OF SERVICES

Contract requirements of this RFB are as follows:

3.1 WVNET must deal directly with the selected LSP. LSP will be responsible for interfacing with Microsoft Corporation to procure any necessary paperwork, authorizations, etc. The Reseller is to deal with WVNET for this bid, but with each individual school for product sales, questions, and support. All reporting required by Microsoft must be administered by the LSP.

3.2 LSP must submit a price quote as shown above using the attached bid form indicating proposed consortium prices for all items on the bid sheet. The total number of participants is unknown until the cost to each campus can be determined.

3.3 After reviewing the cost per Education User, institutions and governing bodies may determine the cost effectiveness and budget availability of funds to participate in the program.

3.4 LSP must deal directly with the consortium through WVNET to administer and pay for the licenses. LSP must go through WVNET to invoice institutions for additional products.

3.5 Selected LSP will be required to have a knowledgeable full time dedicated Academic Sales Representative managing the account that can be reached via phone, fax, and/or the Internet to service WVNET and all the participating institutions. One representative should always be available during normal working hours: M-F, 9:00 a.m. - 5:00 p.m., EST.

3.6 Selected LSP is expected to notify WVNET and all designated institutional coordinators of any program modifications or vendor changes.

3.7 Attached are contractual instructions to be included as part of this RFB. The Microsoft Terms and Conditions are to be signed by WVNET and Microsoft; the LSP is not involved in this approval process. Upon evaluation of bids submitted against this RFB and after agreement of the terms and conditions between Microsoft and the State of West Virginia, an award may be made.

3.8 The award will be based on the lowest Education User cost for Microsoft Campus Licensing Program.

3.9 The award is contingent upon the vendor accepting one purchase order from WVNET for the master contract for the Microsoft Campus Licensing Program. WVNET will be responsible for collecting for the campus program from individual institutions. If or when a school orders products by purchase order, it will be the LSP's responsibility to bill and collect from the schools with no financial obligation to WVNET as provider of this master contract.

3.10 The successful vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment of and concerning the discrimination by reason of race, color, religion, sex, national origin, or physical challenge.

3.11 Upon award of a contract under this request for bids, the person, partnership, association, or corporation to whom the award is made must comply with the laws of the State of West Virginia which require such person or entity to be authorized and /or licensed to do business in the State. The successful vendor shall enter into an agreement as a condition of the contract, that subjects it to the jurisdiction and process of the courts of the State of West Virginia as to all matters and disputes arising out of or arising under the contract and the performance thereof, including any questions as to liability for taxes, licenses, or fees levied by the State or its political divisions.

3.12 Following is a list of institutions and governing bodies *eligible* to order from this proposed contract is as follows:

1. Bluefield State College
2. Concord University
3. Eastern Community and Technical College
4. Fairmont State University
5. Glenville State College
6. Marshall University
7. Potomac State College of WVU
8. Shepherd University
9. Southern West Virginia Community & Technical College
10. Higher Education Policy Commission
11. West Liberty University
12. Mountwest Community and Technical College
13. West Virginia University Institute of Technology
14. West Virginia Network
15. West Virginia Northern Community College
16. West Virginia School of Osteopathic Medicine
17. West Virginia State University
18. West Virginia University
19. West Virginia University at Parkersburg
20. New River Community and Technical College
21. Blue Ridge Community and Technical College
22. Pierpont Community and Technical College
23. Bridge Valley Community and Technical College
24. Salem University
25. University of Charleston

Additional institutions may join the consortium at the time of contract renewal at the then current price, less any appropriate discounts as provided on the original bid.

SECTION 4: BIDDER RESPONSE AND EVALUATION CRITERIA

4.1 Economy of Preparation: Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to satisfy the requirements of the RFB. Emphasis should be placed on completeness and clarity of content.

4.2 Bids should not exceed fifty (50) pages. Additional material may be included as exhibits to the main bid.

4.3 A Title Page (Exhibit C) should be provided. The Title Page is the preferred method of providing the bidder's information. If the bidder does not utilize the Title Page, the bid must provide a cover letter with, at a minimum, the signature of an individual authorized to obligate the company and a date.

4.4 This contract will be awarded to the lowest cost vendor meeting all qualifications. If a vendor proposes terms and conditions in its bid response, WVNET will require the vendor to sign a WV96 Agreement Addendum at the time of the award.

SECTION 5: ADDITIONAL INFORMATION

5.1 By submitting a bid in response to this RFB, a firm shall be deemed to have accepted all the terms, conditions, and requirements set forth in herein unless otherwise clearly noted and explained in writing. Any exception(s) or additional terms and conditions a firm wishes to offer for consideration must be clearly itemized and explained. Otherwise, the RFB in total shall be incorporated into the contract by reference. The Systems may accept or reject the Firm's proposed exceptions as it deems appropriate and in the best interests of the Systems.

5.2 The State's Agreement Addendum (WV-96) includes the State law and guidelines which must be adhered to in any contracts presented to the Systems for execution. A copy of any additional terms and conditions that a firm wishes to offer for consideration should be enclosed with the bid. The West Virginia Attorney General's Office will review and accept or reject any proposed modifications to the WV-96.

5.3 The vendor must assume full responsibility for delivery, warranty, maintenance of all software and support services provided under this contract. Further, WVNET will consider the selected vendor to be the sole point of contact with regard to contractual matters. All uses of subcontractors must be specifically identified in the vendor's bid and the Prime Contractor must describe the type of contractual arrangement that will exist with all subcontractors. All subcontractors must have at least one (1) year of experience in the services they will be providing.

Use of subcontractors does not relieve the vendor of sole responsibility for performance under the contract. If at any time the subcontractors of the Prime Contractor change, WVNET must be notified in writing, and a change order must be processed. The Prime Contractor shall be responsible for meeting all the terms and conditions resulting from this RFB.

5.4 The vendor shall defend, at its own expense, WVNET against any claim that any products or services provided under this contract infringes any patent or copyright, and shall pay all costs, damages, and attorneys' fees that a court or other entity having jurisdiction awards as a result of such

claim. To qualify for such defense and/or payment, WVNET shall: (1) give the vendor prompt written notice of any claim; (2) allow the vendor to control the defense or settlement of the claim; and (3) cooperate with the vendor in a reasonable way to facilitate the defense or settlement of the claim. If any product or service becomes, or in the vendor's opinion is likely to become the subject of infringement, the vendor shall at its option and expense: (1) provide WVNET the right to continue using the product or service; (2) replace infringing; or (3) accept the return of the service and product or service, less any other amounts which are due to the vendor. The vendor's obligation will be void as to any product or service modified by WVNET to the extent such modification is the cause of the claim unless such modification was authorized by the vendor.

5.5 Vendor should bid on this request with the knowledge that WVNET has administrative costs and that all sales from this contract will be subject to a 2% administrative fee. Please include this as part of your bid response on the bid sheet. The vendor will be responsible to report total sales from this contract to the Manager of Business Operations at WVNET on a quarterly basis, and include the 2% WVNET administrative fee remittance with that report.

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

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

Vendor:

Contract/Lease Number ("Contract"): RFB 60000

Commodity/Service: Microsoft Products

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

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** - Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** - Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** - The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** - Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

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

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** -Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** - Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** -Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** -Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** - Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

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

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

State: _____

Vendor: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form prior to acknowledgment thereof

this 2nd day of June, 2025

John B. McCuskey, Attorney General

By: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) 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, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20____.

My Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____

TITLE PAGE

The undersigned declares that he/she has read the RFB and that the following proposal is submitted as a good faith response.

The undersigned declares that he/she has the authority to obligate the company.

The undersigned acknowledges receipt of the following addenda, if released. If no addenda are released, this section is to be left blank:

Addendum 1 _____ (initial receipt)

Addendum 2 _____ (initial receipt)

Addendum 3 _____ (initial receipt)

(Signature of Signee)

(Name of Signee)

(Title)

(Company Name)

(Street Address)

(City, State, Zip)

(Telephone Number)

(E-mail)

(Date)

West Virginia Network (WVNET)

Request For Bids #60000
Microsoft Campus Products

EXHIBIT D: CERTIFICATION AND SIGNATURE

- 1. DESIGNATED CONTACT:** Vendor appoints the individual identified below as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Name and Title (printed)

Address

Email Address

Phone Number

- 2. CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through e-mail, I certify that: I have reviewed this RFB 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 WVNET that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the RFB for that product or service, unless otherwise stated herein; that the vendor accepts the terms and conditions contained in the RFB, 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 that WVNET is requiring the vendor to follow the provisions of WV State Code 5A-3-62 which automatically voids certain contract clauses that violate State law.

Vendor/Company Name

Authorized Signature

Date

Name and Title of Authorized Representative (Printed)

Email Address

Phone Number

West Virginia Network (WVNET)

Request For Bids #60000
Microsoft Campus Products

EXHIBIT E: ADDENDUM ACKNOWLEDGEMENT

Instructions: Please acknowledge receipt of all addenda issued with this RFB 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)

☐ Addendum No. 1	☐ Addendum No. 6
☐ Addendum No. 2	☐ Addendum No. 7
☐ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ Addendum No. 10

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

Vendor/Company Name

Authorized Signature

Date

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

EXHIBIT F: BID SHEET for RFB 60000

Part Number	Description	Offering	Level	WVNET Price
	Products included within bid			
AAD-38391	M365 EDU A3 Unified ShrdSvr ALNG SubsVL MVL PerUsr			
AAD-38400	M365 EDU A5 Unified ShrdSvr ALNG SubsVL MVL PerUsr			
9EM-00562	WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic			
H30-00237	PrjctPro ALNG LicSAPk MVL s1PrjctSvrCAL			
228-04437	SQLSvrStd ALNG LicSAPk MVL			
359-00765	SQLCAL ALNG LicSAPk MVL DvcCAL			
D87-01057	VisioPro ALNG LicSAPk MVL			
R18-00095	WinSvrCAL ALNG LicSAPk MVL DvcCAL			
2UJ-00001	DsktpEdu ALNG LicSAPk MVL			
2UJ-00003	DsktpEdu ALNG LicSAPk MVL ECAL			
FTG-00001	Defender O365 P2 Edu Sub Per User			
312-02177	ExchgSvrStd ALNG LicSAPk MVL			
395-02412	ExchgSvrEnt ALNG LicSAPk MVL			
4ZF-00019	VDAE3PerDvc ALNG SubsVL MVL PerDvc			
54R-00098	MSImgnAcadmy ALNG SubsVL MVL Srvcs			
5HU-00215	SfBSvr ALNG LicSAPk MVL			
5XS-00002	O365ProPlusEdu ShrdSvr ALNG SubsVL MVL PerUsr w/Faculty			
5XS-00003	O365ProPlusEdu ALNG SubsVL MVL AddOn toOPP			
6E9-00001	AzureActvDrctryPremP2A ShrdSvr ALNG SubsVL MVL PerUsr			
6QK-00001	Azure Monetary Commitment			
6VC-01251	WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL DvcCAL			
77D-00110	VSPSubMSDN ALNG LicSAPk MVL			
7JQ-00341	SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic			
7NQ-00302	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic			
965-00002	AzureActiveDrctryBsc ShrdSvr ALNG SubsVL MVL PerUsr			
965-00002	AzureActiveDrctryBsc ShrdSvr ALNG SubsVL MVL PerUsr			
9EA-00271	WinSvrDCCore ALNG LicSAPk MVL 16Lic CoreLic			
9EM-00265	WinSvrSTDCore ALNG LicSAPk MVL 16Lic CoreLic			
9EN-00193	SysCtrStdCore ALNG LicSAPk MVL 16Lic CoreLic			
9EN-00494	SysCtrStdCore ALNG LicSAPk MVL 2Lic CoreLic			
9EP-00037	SysCtrDatactrCore ALNG LicSAPk MVL 2Lic CoreLic			
9EP-00201	SysCtrDatactrCore ALNG LicSAPk MVL 16Lic CoreLic			
AAD-38397	M365 EDU A3 Unified ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft			
AAD-38405	M365 EDU A5 Unified ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft			
H04-00232	SharePointSvr ALNG LicSAPk MVL			
M6K-00001	O365Edu ShrdSvr ALNG SubsVL MVL PerUsr			
M6K-00001	O365Edu ShrdSvr ALNG SubsVL MVL PerUsr			
MX3-00115	VSEntSubMSDN ALNG LicSAPk MVL			
R39-00374	WinSvrExtConn ALNG LicSAPk MVL			
W06-00022	CoreCAL ALNG LicSAPk MVL DvcCAL			
W76-00001	O365AdvThrtPrctPln1EDU ShrdSvr ALNG SubsVL MVL PerUsr			
W76-00002	O365AdvThrtPrctPln1EDU ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft			
B18-00007	Bi Premium USL Edu a Sub VL Per User			
P4U-00001	Visio P2 Edu Sub Per User			
7MA-00001	Project P3 Edu Sub Per User			
V91-00001	Teams Rooms Pro Edu Sub Per Device			
W6T-00003	Azure Standard Support			
LM7-00017	Teams Domestic Calling Plan Edu Sub Phone System Per User			
NK5-00001	Power BI Pro Edu Sub Per User			
LJ9-00001	Audio Conferencing Edu Sub Per User			
SFQ-00001	Power Automate Edu Sub Per User			
MQJ-00001	Teams Rooms Standard Edu Sub Per Device			
RQL-00001	M365 Apps Enterprise Devices Edu Sub Add-on			
SEK-00001	Power Apps Plan Edu Sub Per User			
7TR-00001	Planner and Project P5 Edu Sub Per User			
9EM-00562	Win Server Standard Core ALng LSA 2L			
EP2-00538	M365 Copilot Edu Sub Add-on			
FYR-00001	Intune P1 Edu Sub Per User (Student)			
XQK-00001	Intune Suite Edu Sub Per User			
YGB-00001	Copilot Studio Edu Sub			
1SM-00001	Power Automate Premium Edu Sub Per User			
ZXI-00009	Teams Premium Edu Sub Per User			
EP2-27336	Office Professional Plus Education 2024 Alng 3Y LTSC Ent			
1CD-00001	M365 A5 IP & Govern Edu Sub Per User			
	Azure overages			