

REQUEST FOR BIDS (RFB) WVNET 49002 MICROSOFT CAMPUS PRODUCTS

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, 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.

This contract is effective on July 1, 2019 and will extend for a period of one (1) year or until such reasonable time thereafter as is necessary to obtain a new contract. This contract may be renewed at the option of WVNET for two (2) additional one-year periods if mutually agreeable.

PART I CONTRACT REQUIREMENTS

- A. WVNET must deal directly with the selected LSP. LSP will be responsible for interfacing with Microsoft Corporation to procure any necessary paperwork, authorizations, etc. Reseller is to deal with WVNET for this bid, but with each individual school for product sales, questions, and support. Any and all reporting required by Microsoft must be administered by the LSP.
- B. 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.
- C. After review of the cost per Education User, institutions and governing bodies may determine the cost effectiveness and budget availability of funds to participate in the program.
- D. LSP must deal directly with the consortium through WVNET to administer and pay for the license. LSP must be able to invoice users directly for additional products.
- E. 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.
- F. Selected LSP is expected to notify WVNET and all designated institutional coordinators of any program modifications or vendor changes.
- G. 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.
- H. The award will be based on the lowest Education User cost for Microsoft Campus Licensing Program.
- I. 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 the individual institutions. When the 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.

- J. 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.
- K. 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.
- L. 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. Marshall University Graduate College
 13. Mountwest Community and Technical College
 14. West Virginia University Institute of Technology
 15. West Virginia Network
 16. West Virginia Northern Community College
 17. West Virginia School of Osteopathic Medicine
 18. West Virginia State University
 19. West Virginia University
 20. West Virginia University at Parkersburg
 21. New River Community and Technical College
 22. Blue Ridge Community and Technical College
 23. Pierpont Community and Technical College
 24. Bridge Valley Community and Technical College
 25. Alderson-Broaddus University

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.

PART II INSTRUCTIONS TO BIDDERS

1. Use the forms provided by WVNET as instructed.
2. Complete all sections of the bid form.
3. All bids are considered F. O. B. destination, prepaid and allowed.
4. This RFB, addenda and answers to vendor questions will be posted on the WVNET Website at the following URL. It is the vendor's responsibility to check this link for updates to this RFB. <http://www.wvnet.edu/purchasing/bids-display?>
5. Bids must be delivered by the vendor to the office shown below prior to the date and time of the bid opening. Failure of the bidder to deliver the bid on time will result in disqualification.

ORIGINAL SIGNED BID TO:

CHIEF PROCUREMENT OFFICER
RFB #49002
WVNET
837 Chestnut Ridge Road
Morgantown, WV 26505

6. Through this contract the LSP will provide products to members of the Consortium.
7. Attached to this RFB is a price sheet in Microsoft Excel containing lines for the Microsoft Campus Licensing Program. Bidders must complete the column "WVNET Price".

PART III GENERAL TERMS & CONDITIONS

1. Awards will be made in the best interest of WVNET and West Virginia Higher Education Institutions.
2. WVNET may accept or reject in whole, or in part, any bid.
3. All bids are governed by the West Virginia Code and the rules and regulations of the HEPC.
4. The successful bidder must be a registered vendor with the West Virginia Department of Administration prior to an award. The vendor must also pay the required annual registration fee. Failure to comply will result in rejection of the bid.
5. West Virginia Code §5A-3-10a-(3)(d) requires vendors to submit an affidavit of debt which certifies that there are no outstanding obligations or debts owing the State of West Virginia. The Debt Affidavit is attached to this request for quotations which should be completed, signed and returned with the vendor's proposal. If bidding a joint proposal, a Debt Affidavit must be completed for each vendor.
6. All services performed or goods delivered under higher education purchase orders are to be continued for the terms of the purchase order, contingent upon funds being appropriated by the legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this purchase order/contract becomes void after June 30.

7. Payment may only be made after the delivery and acceptance of goods or services. Advance payments are disallowed. Vendors are to provide amounts for outright purchase, payable in arrears.
8. Interest may be paid for late payment in accordance with the West Virginia Code.
9. WVNET is exempt from Federal and State taxes and will not pay or reimburse such taxes. Exemption Certificate may be requested.
10. The WVNET Chief Procurement Officer may cancel any purchase order/contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia shall govern all rights and duties under the contract.
12. This contract is to become effective upon approval for one year, with options to renew for two (2) more one year periods, at the discretion of WVNET.
13. WVNET reserves the right to cancel the contract with 30 days' notice in the event the vendor is not meeting expectations. WVNET may re-award to another bidder in lieu of beginning a new bid process.
14. Please refer to the following exhibits which are a part of this RFB:
 - Exhibit A, WV-96 Agreement Addendum
 - Exhibit B, Amendment Receipt Form
 - Exhibit C, Purchasing Affidavit
 - Exhibit D, Vendor Registration and Disclosure Statement
 - Exhibit E, Vendor Preference Certificate
 - Exhibit F, Interested Parties

PART IV PROCEDURAL SPECIFICATIONS

A. VENDOR BIDS

1. The vendor must respond to each mandatory requirement of this RFB.
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 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.
3. WVNET reserves the right to waive any informality in the bid format.
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.

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.
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.
7. All bids must be signed by a representative of the company authorized to commit the company to the provisions of this RFB. Unsigned RFB's will be rejected unless an authorized representative is present at the bid opening and provides the needed signature, and provided that discovery is made before the tabulation of quotes for the award.
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.
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.
10. No firm quantities are listed in this request. It is understood that this is an open end contract available for all of 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.

B. SCHEDULE OF EVENTS FOR RFB #49002

Release of RFB	March 22, 2019
Deadline for Vendor Written Inquiries	5:00 PM EDT, April 2, 2019
Response to Vendor Questions	April 5, 2019
Bid Opening Date and Time	1:00 PM EDT, April 11, 2019

1. Release of RFB: This RFB is being issued by WVNET on March 22, 2019. You are invited to quote on the enclosed requirements. Pre-contract discussions and agreements are preliminary in nature. Neither WVNET nor the State of West Virginia will assume any obligation to the vendor until a formal commitment in writing has been made.
2. Deadline for Vendor Written Inquiries: Vendors may submit written questions relative to the intent or clarity of this RFB until 5:00 PM on April 2, 2019. All written questions must be addressed to:

Chief Procurement Officer
WVNET
837 Chestnut Ridge Road
Morgantown, WV 26505
Email: gkidder@mail.wvnet.edu
3. Response to Vendor Questions: Written responses to significant written questions and written questions and any RFB amendments (addenda) will be posted by April 5, 2019. Questions and answers that are determined by WVNET to be significant to other bidders

will be made available to all interested vendors on the WVNET purchasing website at the following address. It is the vendor's responsibility to check the website for answers to questions and for addenda related to this RFB:
<http://www.wvnet.edu/purchasing/bids-display?>

4. Bid Opening Date and Time: All vendor bids must be received at WVNET by 1:00 PM Eastern Time on April 11, 2019. Bids must include a letter committing the vendor to the bid signed by authorized personnel and the bid must be valid for a period of at least 60 days. Please reference the RFB #49002 on all paperwork.

C. PRIME CONTRACTOR RESPONSIBILITIES

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 use 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 of the terms and conditions resulting from this RFB.

D. PATENT AND COPYRIGHT PROTECTION

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.

E. WVNET ADMINISTRATIVE FEE

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.

Vendor will be responsible to report total sales from this contract to the Chief Procurement Officer at WVNET on a quarterly basis, and include the 2% WVNET administrative fee remittance with that report.

AFFIDAVIT OF COMPLIANCE WITH MANDATORY REQUIREMENTS

The undersigned hereby certifies that he/she has read and understood all mandatory requirements included in this RFB. In cases where the requirements provide that the vendor must have the capacity to provide these goods/services to all higher education institutions in the State of West Virginia, the undersigned certifies that the vendor has such capacity. In cases where the requirements stipulate that the vendor must agree to certain terms and conditions, the vendor hereby agrees to those terms and conditions.

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone No.: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Email Address: _____

Date: _____

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

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

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service:

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

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

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

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

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

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

- 13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
- 14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
- 15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
- 16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
- 17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
- 18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

- 19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the Vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third party software conflict with any term of this Addendum or that it has the authority to modify such third-party software’s term and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from any assertion that such third-party software 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 ~~strike through~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General’s authorized representative expressly agree to and knowingly approve those alterations.

State: _____
 By: _____
 Printed Name: _____
 Title: _____
 Date: _____

Vendor: _____
 By: _____
 Printed Name: _____
 Title: _____
 Date: _____

This Addendum to Vendor’s Standard Forms, has been approved as to form on this 18th day of January 2019, by the West Virginia Attorney General’s office as indicated in the signature line below. Any modification of this document is void as an *ultra vires* act unless expressly approved in writing by the West Virginia Attorney General’s Office.

PATRICK MORRISEY, ATTORNEY GENERAL

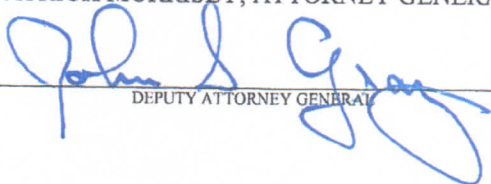
BY:  _____
 DEPUTY ATTORNEY GENERAL

Exhibit B

Amendment Receipt Form

RFB/RFP/RFQ # _____

I acknowledge the receipt of the following amendments for the above stated bid:

Amendment 1: _____

Amendment 2: _____

Amendment 3: _____

If there are no amendments to this RFB/RFP/RFQ, this form is not required to be submitted with the bid.

All amendments will be placed on the WVNET website at this URL:

<http://www.wvnet.edu/purchasing/bids-display?>

Bidding Vendor Signature _____

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 _____

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 \$2,500 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 will not be processed and will 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.

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 _____

Bidding Address _____

Ordering Address _____

(Please provide a physical address, not a post office box.) _____

Payment Address _____

City, State, Zip _____

Telephone Number _____ Fax Number _____

Principle Contact Person _____ E-mail _____

Contact's Telephone Number _____ Contact's Fax Number _____

DBA, if any _____

Bidding Address _____

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
- Sole Proprietor
- Partnership
- Corporation
- Board Member
- Trust
- Estate

- Government
- Medical Corporation
- Attorney Corporation
- Non-Profit Organization
- Payroll
- Employee

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.

F0	F0	F0	F0	F0	F0	F0	F0	F0	F0
63	63	63	63	63	63	63	63	63	63

 EIN

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.

F0	F0	F0	F0	F0	F0	F0	F0	F0	F0
63	63	63	63	63	63	63	63	63	63

 - (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. List the name, title, city and state of residence for all owners/ officers. If the vendor is an individual, list his or her name and city and state of residence, and, if he or she has associates or partners sharing in his or her business, list their names and city and state of residence. If the vendor is a firm, list the name and city and state of residence of each member, partner or associate of the firm. If the vendor is a corporation created under the laws of this state or authorized to do business in this state, list the names and city and state of residence of the president, vice president, secretary, treasurer and general manager, if any, of the corporation; and the names and city and state of residence of each stockholder of the corporation owning or holding at least ten percent of the capital stock thereof. Attach an additional sheet if space is needed.

Name	Position	City and State of Residence

If the vendor has only one owner/ officer, list the name, position, and city and state of residence above and please initial here: _____

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

7. List the bank name, city, state, and telephone number of one or more financial institutions to serve as reference for the vendor. _____

8. What is the latest Dun & Bradstreet number and rating on the vendor? _____

9. 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).

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.

Authorized Agent of Vendor (Print Name)

Authorized Agent (Signature)

Title

Date

PURCHASING DIVISION
USE ONLY

Vendor ID: _____

Check No. : _____

Memo No. : _____

Date: _____

Entered by: _____

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

- 1. Application is made for 2.5% vendor preference for the reason checked:
 Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. Application is made for 2.5% vendor preference for the reason checked:
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. Application is made for 2.5% vendor preference for the reason checked:
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
- 4. Application is made for 5% vendor preference for the reason checked:
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
- 7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.
- 8. Application is made for reciprocal preference.
 Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

Disclosure of Interested Parties to Contracts

Contracting business entity: _____

Address: _____

Contracting business entity's authorized agent: _____

Address: _____

Number or title of contract: _____

Type or description of contract: _____

Governmental agency awarding contract: _____

Names of each Interested Party to the contract known or reasonably anticipated by the contracting business entity (*attach additional pages if necessary*):

Signature: _____ Date Signed: _____

Check here if this is a Supplemental Disclosure.

Verification

State of _____, County of _____:

I, _____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledges that the Disclosure herein is being made under oath and under the penalty of perjury.

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

Notary Public's Signature

To be completed by State Agency and submitted to the WV Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

Bid Sheet RFB 49002

Microsoft EES Quote

Enrollment:

Part Number	Product Description	Offering	Level	WVNET Price
AAAD-38391	M365 EDU A3 Unified ShrdSvr ALNG SubsvL MVL PerUsr	Faculty	B	
AAAD-38400	M365 EDU A5 Unified ShrdSvr ALNG SubsvL MVL PerUsr	Faculty	B	
9EM-00562	WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic	AP	Non Specific	
H30-00237	PrjctPro ALNG LicSAPk MVL w1PrjctSvrCAL	Faculty	Non Specific	
228-04437	SQLSvrStd ALNG LicSAPk MVL	AP	Non Specific	
359-00765	SQLCAL ALNG LicSAPk MVL DvcCAL	AP	Non Specific	
D87-01057	VisioPro ALNG LicSAPk MVL	Faculty	Non Specific	
R18-00095	WinSvrCAL ALNG LicSAPk MVL DvcCAL	Student	Non Specific	