

REQUEST FOR PROPOSAL 49005

The objective of this RFP is to establish open end contracts from which higher education institutions may purchase audio visual equipment, projectors, peripherals, and services per the attached bid sheet. Vendor must complete this proposal in accordance with the attached instructions. Vendor inquiries must be received prior to 5:00 p.m. June 19 , 2019. Bids are to open at 1:00 p.m., Wednesday, June 26, 2019. This bid is available on our website:

<http://wvnet.edu/wvnet-bids/>

PART I - INSTRUCTIONS TO BIDDERS

- Use the forms provided by WVNET, as instructed.
- Complete all sections of the bid sheet.
- All quotations are considered F.O.B. destination, prepaid and allowed.
- All quotations must be delivered by the bidder to this office shown below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotation on time will result in disqualification.

ORIGINAL SIGNED, SEALED BID TO:

WVNET

Chief Procurement Officer

837 Chestnut Ridge Road

Morgantown, WV 26505

Please make sure that the envelope is clearly marked "RFP 49005"

PART II: GENERAL TERMS & CONDITIONS FOR RFP 49005

- Awards will be made in the best interest of WVNET, WV Higher Education Institutions and the State of West Virginia.
- WVNET may accept or reject in part, or in whole, any bid.
- All quotations are governed by the West Virginia Code and the rules and regulations of the Higher Education Policy Commission.
- Each bidder must be a registered vendor with the State of WV prior to any award. The vendor must also pay the registration fee.
- All services performed or goods delivered under higher education purchase orders are to be continued for the term 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 and of no effect after June 30.
- Payment may only be made after the delivery and acceptance of goods or services. Advance payments are disallowed.
- Interest may be paid for late payment in accordance with the West Virginia Code.
- Resident vendor preference shall be granted upon written request with the vendor's response according to the attached "Preference Certificate". Each successful vendor will be certified for a specific percentage (not to exceed 5%) for the sections of the Resident Vendor Preference that was qualified. This % shall be applied to all future bids under this contract, if a non-resident or out-of-state vendor is one of the successful contractors of the contract, except in cases of reciprocity.
- All State of WV Higher Education Institutions are exempt from Federal and State taxes and will not pay or reimburse such taxes. Exemption Certificates may be requested from the individual College and Universities. Private Colleges in WV eligible to use this contract must supply this information to the vendor(s).
- The WVNET Chief Procurement Officer may cancel any purchase order/contract upon 30 days written notice to the seller.
- The laws of the State of West Virginia and the rules and regulations of the Higher Education Policy Commission shall govern all rights and duties under the contract.
- If it is the intent of the apparent successful vendor to require the State to execute the vendor's contract, such contract must be attached for consideration with the proposal. It will also be a requirement of the successful vendor to sign the "Agreement Addendum" form (WV-96) which is attached for your review.
- This open-end contract is to become effective upon approval for one year, with options to renew for five (5) successive years.
- Bidder must include letter (s) from the manufacturer naming vendor as an authorized education dealer in the state of WV for the product (s) quoted.
- Vendor must be able to provide contract information, including a contact person, phone number, fax number, and a list of products and pricing. The price list should be updated at least annually, but may be updated more frequently as new models need to be added.

UNDERSTOOD: _____

PART III - PROCEDURAL SPECIFICATIONS

The objective of the Request for Proposal (RFP) is to establish a qualified vendor or vendors from which higher education institutions may purchase audio visual equipment and peripherals.

The items bid are to be current products from the vendors product line. This is not a mandatory contract for use by the higher education institutions; but is made available for the convenience of those colleges, universities and agencies as requested.

The purpose of Part III is to provide information to the vendor explaining what is expected when responding to this request.

A. VENDOR PROPOSALS

- The vendor must respond affirmatively to each mandatory requirement of this RFP.
- A vendor's response should consist of a copy of the RFP with the vendor's understanding of each requirement, sequentially numbered and inserted in proper position;
- Exhibit A, the vendor's completed WV-96;
- Exhibit B, Amendment Receipt Form;
- Exhibit C, No Debt Affidavit, signed and notarized;
- Exhibit D, Vendor Registration (only if not already registered with the state of WV);
- Exhibit E, the in-state vendor preference sheet , if applicable;
- Exhibit F, Interested Parties;
- letter(s) from the manufacturer authorizing educational sales in WV;
- The equipment bid sheet, quoting pricing for each product on the sheet.

Any proposal that does not adhere to this format, and/or which does not address each requirement within the RFP, may be deemed non-responsive and rejected on that basis.

WVNET reserves the right to waive any informalities in the proposal format.

The vendor should provide one (1) complete original of their bid for use in the evaluation process along with an electronic copy of the bid in a MS Word or pdf format. The electronic copy should be in the bid package with the paper document.

Proposals should be prepared simply and economically, providing a straight-forward concise description of the vendor's capability to satisfy the requirements of the RFP.

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

If the proposals contain any information that the vendor does not want disclosed to the public or used by the State for any purpose other than to evaluate the proposal, such information must be included under separate cover and clearly marked as follows:

"THIS PAGE SHALL NOT BE DISCLOSED, DUPLICATED, OR USED IN WHOLE OR IN PART FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL."

This restriction may only apply to information that is specifically exempted from disclosure under Article 1, Chapter 28B of the West Virginia Code (West Virginia Freedom of Information Act),

UNDERSTOOD: _____

B. SCHEDULE OF EVENTS FOR RFP# 49005

- Release of RFP: June 14, 2019
- Deadline for written questions: June 19, 2019
- Distribution of responses to written questions: June 21, 2019
- Bid Opening Date and Time 1:00 p.m. June 26, 2019
- Estimated date of award of bid: July 1, 2019

C. RELEASE OF RFP

This RFP is being issued by WVNET on June 14, 2019.

Deadline for Vendor Written Inquiries

Potential vendors may submit written questions relative to the intent or clarity of this RFP until the close of business on June 19 2019 . All written questions must be addressed to Gregory Kidder, Chief Procurement Officer, WVNET, 837 Chestnut Ridge Road, Morgantown, WV 26505 or emailed to gidder@mail.wvnet.edu.

Response to Vendor Questions

Written responses to written questions and any RFP amendments, if necessary, will be distributed by June 21, 2019 to all recipients of the RFP.

Bid Opening Date and Time

All vendor proposals must be received at WVNET prior to 1:00 p.m. on Friday , June 26, 2019.

D. CONTRACT AWARD

Upon receipt of each vendor's response, the Purchasing Department of WVNET will review each response and confirm compliance with the RFP mandatory requirements, procurement guidelines, and contractual obligations. The State intends to enter into an agreement with the apparent successful vendor(s) with an initial term of 12 months, and options to renew each year for (5) five additional years. WVNET reserves the right to exercise the option of renewal.

UNDERSTOOD: _____

E. HOW INSTITUTIONS WILL USE THIS CONTRACT

All institutions will use the following guidelines when procuring from this contract:

- The school/department prepares a requisition/configuration of hardware/peripherals/support required using product list
- The school prepares a purchase order designating the configuration/model number. The purchase order must reference the WVNET contract resulting from this RFP.
- Vendor must deliver, install, make operational, and train (if necessary). Invoices are to be submitted according to the instructions on the purchase order from the institution. WVNET is not to be considered a central shipping or billing entity.

UNDERSTOOD: _____

F. VENDOR RESPONSIBILITIES

- Vendor must be a current authorized reseller of audio visual equipment to ensure support and service of the contracted equipment. Vendor must provide, with their bid response, a letter from the manufacturer(s) authorizing the vendor as a current certified VAR, for the past 12 months.

- Items shipped must be in compliance with the specifications of the school. ANY DEVIATION OR SUBSTITUTION MUST BE CLEARLY MARKED BY THE VENDOR
- All vendor quotations are considered F.O.B. Destination, prepaid and allowed.
- Vendor must provide the WVNET purchasing department copies of current price lists, catalogs and product information to aid in configuration. These updates should be sent to WVNET on at least a semi-annual basis.
- After vendor receipt of purchase order:
 - When approved by the institution's purchasing department, the school will fax or mail a copy of the purchase order to the vendor.
 - The vendor will not deliver partial shipments unless approved by the school.
- If the vendor does not deliver as specified in the vendor's response or the date agreed upon by the school and the vendor, the school may file a Vendor Complaint Form and send it to WVNET notifying them of the vendor's non-performance. Upon three vendor complaints the vendor may be asked to meet with a representative from WVNET.
- The vendor must agree to ship all items complete with a all of the manufacturer's normal inclusions, such as, but not limited to, manuals, registration cards, cables, nuts and bolts, etc.

Acceptance of System

Upon delivery of the equipment, the school will have up to seven (7) calendar days to perform the initial acceptance procedures. At a minimum, the school will be responsible for opening the boxes and checking delivery slips to confirm that the entire order was received and is not visibly damaged. Any deviations from the purchase order will be resolved by the vendor upon notification from the school during this seven-day acceptance period. The school will be deemed to have initially accepted the system on the eighth day following delivery unless the school has notified the vendor of any deficiencies. The school will maintain the hardware boxes and other packaging in which the equipment was delivered until after acceptance of the equipment.

The school will have fourteen (14) calendar days from delivery to perform the acceptance testing procedures. This examination shall include an inventory of internal components/cards and the testing required to insure compatibility with communication requirements. Any deviations from the purchase order or problems encountered will be resolved by the vendor upon notification from the school during this fourteen-day acceptance testing.

In some instances, schools will be buying equipment for statewide use with delivery at a central location. In these instances, the school has the option of negotiating with the vendor on a staged acceptance procedure. This option will be noted on the school's specifications.

Vendor Support

- The vendor must agree to maintain a technical support telephone number, staffed for eight consecutive hours between the hours of 8:00 a.m. and 5:00 p.m., Eastern Time during business days for the State, and accessible to all schools who have purchased items from the vendor under this contract. Personnel staffing vendor's support line must be able to give competent technical assistance to schools for all items purchased from the vendor.
- The vendor agrees to stand behind the accuracy of the quote provided to the school. If the wrong components appear on the vendor's quote, or if the quote is incomplete, the vendor is responsible for any corrections required and must assume the cost of correction.
- The vendor agrees that his marketing staff will return calls from the schools within forty-eight (48) hours. These calls could be questions in regard to order status, questions on capabilities of equipment, or requests for quotes.
- The vendor should provide a single point of contact for marketing (one person that will handle quotes), a single point of contact for installation support (one person that will assist the school's technical support personnel in installation problems) and a single point of contact for warranty support (one person to handle problems encountered during the warranty period).
- The vendor should provide demonstrations at customer locations upon request, and provide follow up service for training and provide loaner equipment of equal or greater capabilities for equipment that needs to be taken off site for repair.

Lemon Law

If more than five legitimate service calls are required for any individual equipment provided by the vendor during the first year of warranty, the equipment shall be considered a "lemon" and replaced by the vendor. If the agency and vendor determine that the problem is a known software problem, the service call will not count as one of the five required under this "lemon" provision. Initial installation and setup also does not count as one of the five service calls. The "lemon" provision will also apply to other components

but the time frame for printers and other components shall be the first year or the manufacturer's warranty, whichever is less. The vendor must notify the agency if the manufacturer's warranty is less than one year. The school shall document all service calls by serial number, vendor technician working on the problem, and date.

UNDERSTOOD _____

G. PRIME CONTRACTOR RESPONSIBILITIES

The vendor must assume full responsibility for delivery, warranty, maintenance of all equipment and 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 proposal 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 subcontractor 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 completed. The Prime Contractor shall be responsible for meeting all of the terms and conditions resulting from this RFP.

UNDERSTOOD _____

H. PATENT AND COPYRIGHT PROTECTION

The vendor shall defend, at its own expense, the State and its agencies 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 finally awards as a result of such claim. To qualify for such defense and/or payment, the State 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 the State 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 the State to the extent such modification is the cause of the claim unless such modification was authorized by the vendor.

UNDERSTOOD _____

I. WARRANTY

The vendor must pass on all manufacturer's warranty to the schools. The vendor must provide, at a minimum, a one-year on-site warranty service that includes parts and labor at no cost to the State. Warranty work must be performed by a technician authorized by the manufacturer to service the equipment.

The vendor must fully describe his warranty options in the response to this RFP. Description must include on-site warranty services. The vendor should describe any extended warranty options. If the vendor has a loaner policy when a critical machine is down during the warranty period, the vendor must describe how this is utilized.

UNDERSTOOD _____

J. VENDOR CAPABILITY AND STABILITY

- Each vendor must be a registered vendor with the State of West Virginia prior to any award. The vendor must also pay the registration fee.
- The vendor must have at least one (1) year of experience providing, installing, integrating, and maintaining audio visual equipment and related services, at high volume levels. Vendor must include a letter (s) from the manufacturer(s) as proof that they are an authorized distributor for the specified audio visual equipment in the State of West Virginia.
- All subcontractors must have at least one (1) year of experience in the services they will be providing.
- Financial position of vendor; e.g. (Dun & Bradstreet Rating). Vendor must explain what percentage of their volume this contract would include and how the vendor plans to handle the volume financially.
- Vendor must provide two (2) written customer references, preferably in education or governmental organizations. One (1) of these customer references must be for companies, schools, agencies located within West Virginia. All customer references must be on company letterhead and must be for clients who have purchased audio visual equipment as specified in this RFP.

UNDERSTOOD _____

PART IV – EVALUATION CRITERIA

This RFP will utilize the following criteria for evaluation:

10% Vendor Capability and Stability

15% Vendor Offerings, Services, and Warranty

75% Price

WV-96
1/1/2019

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

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

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service:

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

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.
Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.
Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

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

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

- 19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
- 20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~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: _____

Exhibit B

Amendment Receipt Form

RFB/RFP/RFQ # 49005

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

- 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 wvOASS.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: _____