


Request for Bids	 <p style="text-align: center;">Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100</p> <p>Direct all inquiries regarding this order to: (304) 696-2823</p>	Bid # MU16CANLINERS
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Vendor:	Phone: Fax:	For information, Contact: Jill Burcham burcham@marshall.edu (304) 696-2823
FEIN/SSN:		

Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED ON THIS FORM IN ORIGINAL AND (1) COPY, SIGNED IN FULL IN INK, AND RECEIVED IN THE OFFICE OF PURCHASING TO HAVE A DATE/TIME STAMP AFFIXED, ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for items contained herein. The Institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS PRINTED ON THE REVERSE SIDE HEREOF AND AS SET FORTH HEREIN.

DATE 06/23/15	DELIVERY IS REQUIRED NO LATER THAN	DEPARTMENT REQUISITION NO.	BIDS OPEN: 06/29/15 @ 3:00 p.m.	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
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Item #	Quantity	Description	Unit Price	Extended Price
<p><u>REQUEST FOR BIDS</u></p> <p>Marshall University will accept bids for the following services until 3:00 p.m. on 06/29/15. At that time, sealed bids will be opened and read aloud in Room 125, Old Main Building.</p> <p>Can Liner Contract as per the specifications contained herein</p>				

Total

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To the Office of Purchasing,
In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from _____	Bidder's name Vendor _____
_____ within _____ days	Signed By _____
FOB _____	Typed Name _____
After receipt of order at address shown	Title _____
Terms _____	Street Address _____
	City/State/Zip _____
	Date _____
	Phone _____
	Fein _____

INSTRUCTIONS TO BIDDERS

(purchases greater than \$25,000)

1. **BIDDER'S REPRESENTATIONS:** the bidder, by making a bid, represents that: (a) the bidder has read and understands the bidding documents, terms and conditions, and the Bid is made in accordance therewith; and (b) the bid is based upon the materials, equipment, systems, printing and/or services specified.
2. **QUALITY STANDARDS:** Brand names, when identified, include the standard of quality, performance or use desired. Unless otherwise noted, bids by bidders on equivalents may be considered, provided the bidder furnishes descriptive literature and other proof required by the Buyer. Samples, when required, must be furnished free of charge, including freight. In the event the Buyer elects to contract for a brand purported to be an equivalent by the bidder, the acceptance of the item will be conditioned on the Buyer's inspection and testing after receipt. If, in the sole judgment of the Buyer, the item is determined not to be equivalent, the item will be returned at the Seller's expense and the contract terminated.
3. **SUBMISSION OF BIDS:** the bid, the bid security, if any and other documents required to be submitted with the bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the bids and shall be identified as a sealed bid and shall include the bid number, the bid opening time, and the bid opening date. Bids shall be delivered and deposited at the designated location prior to the time and date for receipt of bids. Bids received after the time and date for the bid opening will be returned unopened. The bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids. Oral, telephonic, facsimile or telegraphic bids are invalid and will not receive consideration.
4. **MODIFICATION OR WITHDRAWAL OF BIDS:** Prior to the time and date designated for receipt of bids, a bid submitted may be modified or withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the bidder and shall be received prior to the designated time and date for receipt of bids. A modification shall be worded so as not to reveal the amount of the original bid.
5. **OPENING OF BIDS:** Bids shall be publicly opened and read aloud at the designated location for receipt of bids shortly after the time and date bids are due.
6. **REJECTION OF BIDS:** The Buyer shall have the right to reject any and all bids, in whole or part; to reject a bid not accompanied by a required bid security or other data required by the bidding documents; or reject a bid which is in any way incomplete or irregular.
7. **ACCEPTANCE OF BID (AWARD):** It is the intent of the Buyer to award a purchase order to the lowest responsible and responsive bidder provided the bid does not exceed the funds available. The Buyer shall have the right to waive informalities or irregularities in a bid received, and to accept the bid which, in the Buyer's judgment, is in the Buyer's own best interests. All bids are governed by the West Virginia Code and the Procedural Rules of the Governing Board having jurisdiction.
8. **VENDOR REGISTRATION:** Prior to any award for purchases exceeding \$25,000, the apparent successful bidder must be properly registered with the W. Va. Department of Administration, Purchasing Division, and have paid the required vendor registration fee.
9. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
10. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payment may only be made after the delivery and acceptance of goods or services. Interest may be paid for late payment in accordance with the West Virginia Code.
11. **RESIDENT VENDOR PREFERENCE:** A resident vendor preference will be granted upon written request in accordance with the West Virginia Code.
12. **TAX EXEMPTION:** the State of West Virginia, the Governing Board and its institutions are exempt from Federal and State taxes and will not pay or reimburse such taxes.

1. GENERAL

1.1 Introduction

Marshall University hereby solicits sealed competitive bids or electronic bids via Marshall University's ("University") electronic response portal, from vendors for an open end contract to supply trash can liners. It is the purpose of this Request for Bid (RFB) to select a vendor to provide the product(s) that will best satisfy the current and future requirements of the University. This RFB does not commit the University to pay any costs incurred in the preparation of bids. Marshall University reserves the right to accept or reject any or all bids or any part of a bid if it is in the University's best interest to do so. Any historical data provided in this RFB is for informational purposes only and is subject to independent verification by the bidder.

1.2 Minimum Requirements

The specifications are to describe the minimum requirements for the contract agreement for Clear Hi-Density Can Liners for Marshall University's Physical Plant Department and Low-Density Can Liners for Marshall University's Joan C Edwards School of Medicine (JCESOM). All items shall be furnished by the successful bidder at the bid price and shall conform in the quality of material and workmanship usually provided by the industry as indicated in this specification, including service and delivery requirements.

1.3 Technical Requirements

Supply all information requested in the Invitation to Bid. Compliance is per item description. All exceptions or equivalencies must be fully explained or documented.

1.4 Literature

Vendors are to label the literature with the item number as it relates to the bid. If your company is not bidding the product specified, you must submit a sample with your bid response labeled with your company name, bid item number and the case size of the products submitted as samples. Literature must be included with your bid when bidding "equivalent" brands for those items referenced only by description. Failure to do so is cause for bid rejection and elimination of your company from further consideration.

1.5 Brand Names: If articles have been identified in the bid by a brand name and model number, such reference is intended to be descriptive but not restrictive. It is for the sole purpose of indicating to the prospective bidder a description of articles that will be satisfactory. Other items of equal quality may be considered, however, vendors must provide sufficient documentation in order to evaluate alternate products. **Samples are required.** Marshall University reserves the right to determine what items will meet its needs.

1.6 Supplements

PURCHASING AFFIDAVIT: West Virginia Code §5A-3-10a states that 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 the debt owed is an amount greater than one thousand dollars in the aggregate. Please include the Purchasing Affidavit with the Bid. Purchasing Affidavit: <http://www.state.wv.us/admin/purchase/vrc/pAffidavit.pdf>

RESIDENT VENDOR PREFERENCE: 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. The certificate for application to be used to request such preference is attached to the Bid Form found herein. Any vendor wishing to claim resident preference must complete this form, sign and include with their bid. Vendor Preference Certificate: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>

VENDOR REGISTRATION: The successful Bidder must be a registered vendor with the WV Department of Administration, Purchasing Division prior to any award.

Vendor Registration: <http://www.state.wv.us/admin/purchase/vrc/wv1.pdf>

2. CONTRACT AWARD

2.1 Life of Contract

The term of the contract is for one (1) year with the option to renew for four (4) additional one-year periods. See the Life of Contract page for additional term and conditions.

2.2 Award

Award will be made to the lowest responsible and responsive bidder who can comply with the specifications and delivery requirements.

2.3 Rejection

Marshall University reserves the right to reject bids for can liners that have previously failed to perform satisfactory.

2.4 Evaluation

Evaluation shall include, but is not limited to the following:

1. The cost of the products
2. Product offered is in compliance with the specifications
3. Bidder's submittal of required documents/samples
4. Bidder's terms of delivery

3. DELIVERY/ORDERING

3.1 Locations

The current locations are provided in Exhibit A for information only. Additional buildings may be added at the discretion of Marshall University.

The campus map can be accessed at <http://www.marshall.edu/virtual-tour/google-earth-3d-tour/default.asp>

3.2 Changes

A change order document will be processed for changes to the contract. Contract changes, if any, over the life of the contract are implemented by contract addenda (change order) released by the Office of Purchasing to the contractor.

3.3 Delivery

The price of the can liners shall include delivery to the Marshall University buildings listed in Exhibit A. No additional cost for delivery to buildings will be accepted. Deliveries shall be scheduled to ensure that inventory outages do not occur.

Items delivered to the Marshall University Joan C Edwards School of Medicine (JCESOM) are on an "as needed" basis. The successful bidder may schedule deliveries by contacting the Director of Facilities, at 304-691-1613.

Items delivered to the Physical Plant locations are scheduled as listed in Exhibit A. Deliveries are made Monday-Friday between the hours of 8:00 am to 4:00 pm. Frequencies are subject to change.

Successful bidder agrees to make delivery within _____ days after receipt of order.

3.4 Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the contractor. Purchase Orders are issued as authorization for material to be delivered on an as-requested basis. The vendor's obligation to deliver shall not take effect until the purchase orders are issued. Exact quantities cannot be determined.

3.5 Quantities

Quantities may be increased or decreased to meet the requirements of Marshall University during the period of this contract. A minimum is not guaranteed.

3.6 Historical usage data

Historical usage is provided in Exhibit B for information only. The quantities provided are not guaranteed for future purchases.

3.7 Inventory

Vendor will manage inventory

3.8 Warranty

The contractor guarantees items offered to be free from any and all defects in material, packaging, and workmanship and agrees to replace defective items promptly at no charge to the University.

3.9 Supplier's Contact Information

VENDOR: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

TOLL FREE NUMBER: _____

FAX NUMBER: _____

E-MAIL: _____

DELIVERY: _____ Days ARO

PRICING PAGE

Bidder must insert the quantities per case, Manufacturer and price per unit as specified against each item bid.

ITEM	UOM	QUANTITY	MFG	DESCRIPTION	UNIT PRICE
1	CASE			24"x24" 6 Microns, Clear Hi-Density Can Liners	
2	CASE			33"x40" 14 Microns, Clear Hi-Density Can Liners	
3	CASE			33"x40" 1.25 mil, Green, Biodegradable Can Liners	
4	CASE			38"x60" 19 Microns, Clear Hi-Density Can Liners 200	
5	CASE			24"x23" 1.0 Mil Black, Clear Low-Density Can Liners	
6	CASE			33"x39" 1.0 Mil Black, Clear Low-Density Can Liners 250	
7	CASE			38"x58" 1.5 Mil Black, Clear Low-Density Can Liners 100	
8				Shipping Charges	N/C
9				Delivery Charges	N/C

**Exhibit A
Delivery Locations**

Physical Plant Locations

ITEM	BUILDING	*FREQUENCY
1.	Art Warehouse (AW)	Every Two Weeks
2.	Arthur Weisburg Family Applied Engineering Complex (New)	Weekly
3.	Arthur Weisburg Family Engineering Laboratories (EL)	Weekly
4.	Byrd Biotechnology Science Center (BBSC)	Weekly
5.	Cam Henderson Center (HC) /Gullickson Hall (GH)	Weekly
6.	Child Development Academy 520 22nd Street	Every Two Weeks
7.	Corbly Hall (CH)	Weekly
8.	Dewco Building 2221 5th Ave	Every Two Weeks
9.	Drinko Library (DL)	Weekly
10.	East Hall (INTO Center) (EH)	Every Two Weeks
11.	Facilities Building	Weekly
12.	Harris Hall (HH)	Weekly
13.	Hoops Family Veterans Memorial Soccer Complex 2560 5th Ave	Weekly
14.	Indoor Athletic Complex	Weekly
15.	Jenkins Hall (JH)	Weekly
16.	Joan C Edwards Performing Arts Center (PAC)	Weekly
17.	Joan C Edwards Stadium	Every Two Weeks
18.	Jomie Jazz Center (JJ)	Every Two Weeks
19.	Joseph M Gillette Welcome Center	Every Two Weeks
20.	Morrow Library (ML)	Weekly
21.	Old Main (OM)	Weekly
22.	Placement Center (Career Services)	Every Two Weeks
23.	Prichard Hall (PH)	Weekly
24.	Science Building (S)	Weekly
25.	Smith Hall (SH) /Communications Bldg. (CB)	Weekly
26.	Smith Music Hall (SM)	Every Two Weeks
27.	Sorrell Maintenance Building (SMB)	Every Two Weeks
28.	Visual Arts Center 927 Third Avenue	Weekly

*Frequency is subject to change

Medical School Locations

ITEM	BUILDING	FREQUENCY
29.	Joan C Edwards School of Medicine - 1600 Medical Center Dr.	As Needed
30.	Emma Ora Byrd Clinical Center -1249 15 th St.	As Needed
31.	Robert W Coon Medical Education Building - 1542 Spring Valley Rd.	As Needed

Exhibit B
Historical Usage

Items as listed on the Pricing Page

Historical usage is provided for information only. The quantities provided are not guaranteed for future purchases.

Item 1	1000 cases
Item 2	250 cases
Item 3	250 cases
Item 4	200 cases
Item 5	500 cases
Item 6	250 cases
Item 7	100 cases

LIFE OF CONTRACT PAGE

LIFE OF CONTRACT: This contract becomes effective on July 1, 2015 and extends for a period of **one (1) year** or until such reasonable time thereafter as is necessary to obtain a new contract. Such "reasonable time" shall not exceed twelve (**12**) months upon expiration of one (**1**) year from the effective date of this contract by giving the Director of Purchasing thirty (**30**) days written notice.

RENEWAL: This contract may be renewed upon mutual written consent, submitted to the Director of Purchasing thirty (30) days prior to the date of expiration. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to four (4) successive one (1) year periods.

CANCELLATION: The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

OPEN MARKET CLAUSE: The Director of Purchasing may authorize a spending unit to purchase in the open market, without the filing of a requisition or cost estimate, items specified on this contract for immediate delivery in emergencies due to unforeseen causes (including but not limited to delays in transportation or an unanticipated increase in the volume of work).

TIME: Time consumed in delivery or performance is of the essence.

ORDERING PROCEDURE: Departments shall submit a requisition for commodities covered by this contract to the Purchasing office. Purchasing will then issue a purchase order to the vendor as authorization for shipment. If the vendor accepts credit cards, purchases may also be made using the P-card up to the established transaction limit for the department.

FUNDING PARAGRAPH: Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for these services, this contract becomes of no effect and is null and void after June 30.

INTEREST: Should this contract include a provision for interest on late payments, the agency agrees to pay the maximum legal rate under West Virginia Law. All other references to interest charges are deleted.

CONTRACT PRICING: Unless otherwise allowed by the Director of Purchasing, price increases will be approved only at the beginning of each renewal period. All adjustments will be made in dollars, not per cent. Requests for price increases must be received in writing by the Director at least thirty (**30**) days in advance of the effective date. Vendors may add products throughout the term of this contract when it is in the best interest of the University.

The Director at Marshall University will determine which products will be added. Price decreases will be "passed through" to Marshall University.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: 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 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

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 for four (4) years immediately preceding the date of this certification; 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 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who 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 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 employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this 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.

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) reject the bid; 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.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), 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: _____

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 \$1,000 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 <http://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. If you have any questions concerning this Vendor Registration and Disclosure Statement, please contact the Purchasing Division at (304) 558-2311.

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 _____
DBA, if any _____
Bidding Address _____

City, State, Zip _____
Principle Contact Person _____ E-mail _____
Telephone Number _____ Fax Number _____

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

2. Vendor Classified As:

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Government |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Medical Corporation |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Attorney Corporation |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Non-Profit Organization |
| <input type="checkbox"/> Board Member | <input type="checkbox"/> Payroll |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Employee |
| <input type="checkbox"/> Estate | |

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.

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.

- (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.

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.

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

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
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- **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.

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. Are you registering as a new vendor with the Purchasing Division? No Yes

6. Are you updating the information previously submitted? No Yes

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7. Are you completing this form to register a branch/division/subsidiary? No Yes

8. Is the Legal Company's address the same for ordering and payment? No Yes

If the ordering or payment addresses are different for the Parent Company or the branches, divisions or subsidiaries, please enter this information below:

Ordering Payment

Address: _____

City, State, Zip: _____

Ordering Payment

Address: _____

City, State, Zip: _____

9. 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.

10. 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: _____

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11. List the name and telephone number of one or more banking institutions to serve as reference for the vendor.

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

13. 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: _____