


<b>Request for Proposals</b>	 <p style="text-align: center;"><b>Marshall University</b> Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100</p> <p style="text-align: center;">Direct all inquiries regarding this order to: (304) 696-2823</p>	<b>Proposal #</b>  MU17CONTSERV
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<b>Vendor:</b>  <b>Phone:</b> <b>Fax:</b>	<b>For information</b> <b>Purchasing contact:</b> Jill Burcham <a href="mailto:burcham@marshall.edu">burcham@marshall.edu</a> and <a href="mailto:purchasing@marshall.edu">purchasing@marshall.edu</a> <b>Phone:</b> (304) 696-2823
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Sealed requests for bids furnishing services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED IN BONFIRE ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. The Institution reserves the right to accept or reject bids 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 SET FORTH HEREIN.

<b>DATE</b> 7/18/2016	DELIVERY IS REQUIRED NO LATER THAN	<b>DEPARTMENT REQUISITION NO.</b>	<b>BIDS OPEN:</b> 3:00 PM on August 25, 2016	<b>BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID</b>
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Item #	Quantity	Description	Unit Price	Extended Price
		<p style="text-align: center;"><u>Request for Proposals</u></p> <p>Marshall University will accept proposals for the following until 3:00 p.m. on August 25, 2016. Questions and response section</p> <p>Project Name: Continuity of Services Plan            Bid Opening Time / Date: August 25, 2016 3:00 PM.</p>		

**Total**

**To the Purchasing Department,**

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

**1. INTRODUCTION .....2**

**2. BACKGROUND & GENERAL INFORMATION .....2**

**3. INSTRUCTIONS FOR SUBMITTING A PROPOSAL.....2**

**4. PROPOSAL EVALUATION CRITERIA.....5**

**5. VALUE AND COST .....6**

**6. REQUIREMENTS .....7**

**7. MISCELLANEOUS INFORMATION.....9**

## 1. INTRODUCTION

Marshall University (MU), on behalf of the Board of Governors, seeks qualified companies to submit proposals to develop and implement a comprehensive Continuity of Operations Plan (COOP) for the University and its regional campuses. Marshall University is seeking proposals under the negotiated method of procurement from qualified companies interested in development of a Continuity of Operations Plan. This plan shall utilize an all hazards approach to ensure essential functions during a wide range of emergencies including, but not limited to, localized acts of nature, accidents and technological or attack-related emergencies.

This Request for Proposal (RFP) outlines the requirements that must be met, and solicits data that will be used to complete the evaluation of the proposals submitted.

In order for your organization's proposal to be fully considered, it is important that you follow the instructions outlined below and respond to this RFP by August 25, 2016.

## 2. BACKGROUND & GENERAL INFORMATION

Marshall University's main campus is located in Huntington, West Virginia. The University is a four-year university with a current total enrollment of approximately 13,500 students and 2,100+ full and part-time faculty and staff.

In addition to our main campus, Marshall's students attend regional locations throughout the State.

Enrollment information, Statistical studies and data analyses, prepared by Marshall University's Office of Institutional Research and Planning, can be found on the following website:

[http://www.marshall.edu/irp/institutional\\_research\\_data.aspx](http://www.marshall.edu/irp/institutional_research_data.aspx)

## 3. INSTRUCTIONS FOR SUBMITTING A PROPOSAL

### 3.1. Inquiries, Information, Notice, and Correspondence - Interpretation, Correction or Changes in RFP

All inquiries, requests for information, notices, and correspondence concerning this RFP shall be submitted in writing. Any interpretation, correction, or change in an RFP will be made by formal addendum by the University. Interpretations, corrections, or changes to an RFP made in any other manner will not be binding, and no Respondent may rely upon any such interpretation, correction, or change.

All inquiries, notice, correspondence, and/or official formal addendums may be obtained by contacting the Office of Purchasing at 304-696-2823 or [purchasing@marshall.edu](mailto:purchasing@marshall.edu).

Additional information inquiries regarding specifications of the RFP must be submitted in writing to Marshall University Office of Purchasing with the exception of questions

regarding proposal submission which may be oral. The deadline for written inquiries is identified in the Section titled "Time Table of Activities". All inquiries of specification clarification must be addressed to:

Jill Burcham, Contract Specialist  
[burcham@marshall.edu](mailto:burcham@marshall.edu) and [purchasing@marshall.edu](mailto:purchasing@marshall.edu)  
Marshall University Office of Purchasing  
Old Main 125, One John Marshall Drive  
Huntington, West Virginia 25755-4100  
Telephone (304) 696-2823  
Fax: (304) 696-3333

Absolutely NO contact shall be made by the respondent with any member of the Proposal Review Committee. Violation of this clause may result in rejection of the bid. The Office of Purchasing's representative named above is the sole contact for any and all inquiries after this RFP has been released for bid.

### **3.2. Questions:**

Please submit all questions (via email) regarding this RFP no later than the end of business day on August 4, 2016. All Respondent questions and responses will be assembled into a single document and released to all participating Respondents by August 10, 2016. Questions should be specific and detailed in order to provide complete responses to all RFP sections. All questions will remain anonymous so that no organization will be identified as asking a particular question. The University retains the right to allow additional questions, resulting from the University's response, with a final date of August 16, 2016.

### **3.3. Pre-bid Meeting**

A pre-bid meeting is not required at this time. Respondents are encouraged to submit questions by the time and date indicated in the proposal.

### **3.4. Proposal Submissions**

- 3.4.1. To be considered a qualified candidate, your response to this RFP must:
- 3.4.2. Comply with all specifications or clearly indicate where and why your Proposal deviates.
- 3.4.3. Respond clearly and concisely to all questions without referring to preprinted materials (i.e., see Attachment I, etc.) as your response.
- 3.4.4. Your Proposal must be received in the original in the Marshall University Office of Purchasing no later than August 25, 2016.
- 3.4.5. Under no circumstances should anyone outside the MU Purchasing Office be contacted directly regarding this RFP.
- 3.4.6. All prices, rates, and factors offered shall remain firm for 120 consecutive calendar days from the Proposal opening date unless modified by an amendment to this RFP. This validity period shall apply to all Proposals received by MU

regardless of whether a different validity period is specifically stated within a Proposal.

- 3.4.7. Provide a list of not less than three (3) references. The references must include the names and titles of the administrative, operation and purchasing officers of each reference organization. In addition include the telephone number and the email or internet address of each contact person. Legal Liability Information
- 3.4.8. Proposer shall disclose all legal liability information by listing any pending litigation or anticipated litigation that your firm is involved in, including but not limited to, potential or actual legal matters with private parties and any local, State, Federal or international governmental entities. MU reserves the right to consider legal liability information in the recommendation of any proposed contract.

Respondents shall consider the following when submitting the Proposal:

- 3.4.9. Assume no minimum participation standards.
- 3.4.10. By submitting your Proposal, your offer is bound by your responses obtained during this process.
- 3.4.11. Assume a September 1, 2016 effective date.
- 3.4.12. Respondents' responses to this Proposal will be codified into a contract.
- 3.4.13. Pricing should reflect the information presented during this Proposal.
- 3.4.14. This Proposal does not commit MU to award a contract. MU reserves the right to accept or reject any or all Proposals received whole or in part.

### **3.5. Format**

The response should address all the points outlined in the RFP. The response should be prepared simply and economically, providing a straightforward, concise description of the responding firm's capabilities to satisfy the requirements of the RFP.

### **3.6. Timetable of Activities**

The typical RFP process may consist of any of the following steps, at MU's sole discretion. Please note any delay on the front-end will adjust the schedule accordingly.

- 3.6.1. An advertised invitation for Respondents to express their interest in providing a solution.
- 3.6.2. Receipt of Respondent's credentials and qualifications.
- 3.6.3. Preliminary evaluation of presentations, credentials, proposals and qualifications.
- 3.6.4. Presentations, discussions, fact finding, solution demonstrations, and interviews of selected Respondents, if requested.
- 3.6.5. Secondary evaluation of qualified Respondents.
- 3.6.6. Best and Final cost/revenue Proposals from qualified Respondents only.
- 3.6.7. Final evaluation and Respondents selection.
- 3.6.8. Contract Negotiations
- 3.6.9. Implementation

The tentative timetable for the process is:

Release RFP to Respondents	July 28, 2016
Respondents' Written Questions Due	August 4, 2016
Addenda Published (if any)	August 10, 2016
Proposals Due	August 25, 2016
Contract Effective Date	TBD

No time-frame or promise of engagement or contract is either expressed or implied by the publication of this RFP, and Marshall University reserves the right, in its sole opinion, to accept or reject any or all responses and/or to terminate this process at any time with or without notice. The University may or may not employ any or all of the steps listed to select a qualified vendor. The University, in its sole discretion, may award a contract to any Respondent at any time in the process.

The purpose of the response is to demonstrate the qualifications, competence, and capacity of companies seeking to undertake this project for Marshall University in conformity with the requirements of this RFP.

There is no expressed or implied obligation for Marshall University to reimburse responding firms for any expenses incurred in preparing responses to this request. As such, the substance of a response will carry more weight than its form or manner of presentation. The response should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an approach that will meet the RFP requirements.

**4. PROPOSAL EVALUATION CRITERIA**

The following are objectives of the RFP. Specific deliverables for the MU Continuity of Operations Plan shall include, but may not be limited to, the development, design, and implementation of the most highly advantageous, in MU’s sole opinion, plan to ensure essential functions of the University during a wide range of emergencies including, but not limited to, localized acts of nature, accidents and technical or attack-related emergencies. More specifically, each Respondent must demonstrate and submit qualifications which relate to the following:

**4.1. Overall Proposal Suitability**

Proposed solution(s) must meet the scope and needs included herein and must be presented in a clear and organized manner.

**4.2. Organizational Experience**

Respondents will be evaluated on their experience as it pertains to the development of this project. Ability and expertise to proactively design and implement methodologies for a wide range of emergencies in a governmental/higher education environment. Experience and expertise in the management of a Continuity of Operations Plan.

List any other government/higher education entities utilizing Continuity of Operations plans developed by your organization.

**4.3. Technical Expertise and Experience**

Respondents must provide descriptions and documentation of staff expertise and experience.

**4.4. Cost Proposal**

The cost proposal must be under separate cover (envelope), sealed for opening after the technical evaluation has been completed. Do not include financials, rate, or cost in the technical portion of the proposal or on the CD.

Submit a detailed line item budget showing total cost of the services. Fully explain and justify all budget line items.

**5. Value and Cost**

Respondents will be evaluated on the cost of their solution(s) based on the work to be performed in accordance with the scope of this project.

Each cost proposal will be scored by use of the following formula for all bidders who attained the minimum acceptable technical score of 42.

$$\text{Best value priced proposal} \div \text{Price of Proposal being evaluated} \times 100 \times .40 = \text{Price Score}$$

**5.1. Criteria for Selection**

Proposals will be evaluated on a possible one hundred point scale, categorized as follows:

Technical Elements of Proposal:	60 Possible Points
Financial Considerations of Proposal:	40 Possible Points
TOTAL:	100 Possible Points

**5.2. Minimum Acceptable Score**

An evaluation committee, consisting of members of the University community, shall derive an overall consensus score based on the 60 possible technical points for each proposer.

Respondents must score a minimum of 70% of the total technical points possible. The minimum qualifying score would be 42 technical points for further consideration to continue in the evaluation process. All Respondents not attaining the minimum acceptable score shall be disqualified and removed from further consideration.

Marshall University may select the successful contractor’s proposal based on best value purchasing which is not necessarily the lowest price submitted by a contractor. Cost is considered but is not the sole determining factor for award. Marshall University does

reserve the right to accept or reject any or all of these proposals, in whole or in part, if to do so is in the best interests of the University.

Bidders' failure to provide complete and accurate information may be considered grounds for disqualification. Marshall University reserves the right to ask Bidders for additional information to clarify their proposals. Nothing may be added to alter the written solution or method contained in the original proposal after the bid opening.

## **6. REQUIREMENTS**

Respondents are expected to examine the entire RFP, including all specifications, standard provisions, and instructions. Failure to do so will be at the Respondent's risk. Each Respondent shall furnish the information required by the RFP. Time periods, stated in number of days, in an RFP, or in the Respondent's response, shall be in consecutive calendar days.

By making a Proposal, the Respondent warrants that: a) The Respondent has read and understands the RFP documents, instructions, terms and conditions; b) that the Proposal is made in accordance therewith; and c) the proposal is based upon the services specified.

### **6.1. Travel Reimbursements**

All travel reimbursements must be paid pursuant to the Marshall University Travel Policy, which is attached as Exhibit "A" to this RFP and incorporated herein as if copied in full. Any consultant and contractor travel must be included as part of the consulting/contractor fee agreement.

### **6.2. Responsibility for Proposal Delivery**

The Respondent is fully responsible for timely delivery of Proposals. Proposals received after the due date will not receive consideration. Oral, telephonic, facsimile, or telegraphic Proposals are invalid and will not receive consideration. No exceptions are permitted.

### **6.3. Costs Incurred**

Any and all costs incurred by the Respondent in preparation of a response to this request or for presentation of credentials are the responsibility of the Respondent and will not be reimbursed. All responses and documentation submitted by the Respondent become the property of Marshall University at the time the documents are opened.

### **6.4. Life of Proposal**

All proposals shall remain in effect for a minimum period of one hundred twenty (120) consecutive calendar days from the proposal opening date. Proposals may not be canceled, altered, or withdrawn, except as otherwise provided herein.



## 6.5. Proposal Cover

Proposal cover page shall be attached to the front of the proposal and shall contain the Respondents signature for the submission. Proposals must be signed by an individual or individuals who have full authority to execute a binding contract on behalf of the responding entity or individual. Respondents must acknowledge the receipt of any addenda or amendments to the RFP.

## 6.6. Proposal Confidentiality

Ownership of all data, materials, and documentation originated and prepared for Marshall University pursuant to the RFP shall belong exclusively to Marshall University and be subject to public inspection in accordance with the West Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Respondent shall not be subject to public disclosure under the West Virginia Freedom of Information Act; however, the Respondent must invoke the protections of Article 1, Chapter 29B of the Code of West Virginia in writing, either before or at the time the data or material is submitted. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information.

## 6.7. Modification or Withdrawal of Proposals

Respondents may modify or withdraw their proposal before the time and date as specified for receipt of the proposals by giving notice, in writing, to Purchasing. Notice shall include the signature of the Respondent and shall be received before the designated time and date for receipt of proposals. Modifications must be worded so as not to reveal the amount of the original Proposal.

## 6.8. Erasures and Interlineations

Erasures, interlineations, or other changes in the Proposal must be initialed by the authorized individual(s) signing the proposal.

## 6.9. Forms links

Submit the following forms with Proposals

- Purchasing Affidavit: <http://www.state.wv.us/admin/purchase/vrc/pAffidavit.pdf>  
West Virginia Code §5A-3-10a states: 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 owned is an amount greater than one thousand dollars in the aggregate.

If selected and to acknowledge you are in compliance with these regulations, you must complete, sign and return an original "Purchasing Affidavit" to Marshall University Purchasing, with your signed proposal.

- Vendor Preference: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>

Other forms that will be required of the successful respondent

- Drug Free Workplace: <http://www.state.wv.us/admin/purchase/vrc/DrugFreeAff.pdf>
- Cloud Computing Contract Addendum: [http://www.marshall.edu/purchasing/files/CC\\_Addendum.pdf](http://www.marshall.edu/purchasing/files/CC_Addendum.pdf)
- WV96 Agreement Addendum: <http://www.state.wv.us/admin/purchase/vrc/wv96.pdf>
- W9: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>
- Vendor Registration and Disclosure Statement (\$125 fee) <http://www.state.wv.us/admin/purchase/vrc/wv1.pdf>

## 7. Miscellaneous Information

### 7.1. General

Generally, the purpose of an RFP is to identify and ultimately contract with a qualified vendor or vendors for commodities or services required by Marshall University. The RFP process and legal requirements are outlined in detail.

### 7.2. Process

By publication of a Request for Proposals / Expression of Interest, Marshall University begins an administrative process that may or may not lead to the award of a contract(s). Marshall University may stop the process at any time, with or without cause, and nothing in a RFP document may be interpreted as an offer to purchase, procure, or otherwise acquire any product or service from any Respondent or vendor.

Except as specifically noted in the RFP, there is no time limit either expressed or implied on the completion of each step in the process.

### 7.3. Definitions

The following definitions apply to this RFP:

7.3.1 Marshall University may be referred to as Marshall University, MU, Owner, University, or Buyer.

7.3.2 A Request For Proposal or various steps therein, including prequalification, refers specifically to an officially published and numbered document and all the attachments, amendments, and addenda, that are a part or may become a part of the document. Applicable paragraphs from this instruction document are often included and made a part of a final agreement should a contract be awarded.

7.3.3 A Respondent is any bona fide business entity, individual, partnership, or corporation who submits a response to this RFP in accordance with the terms and conditions specified herein.

7.3.4 A Contractor, Vendor and/or Seller is any bona fide business entity, individual, partnership, or corporation who, a) having submitted a proposal in compliance with the terms and conditions of a RFP; and b) being duly authorized to conduct business in the State of West Virginia; and c) whose proposal having been selected as “most

advantageous”, is issued a Contract/Purchase Order by Marshall University to provide goods or services as specified.

7.3.5 Contract/Purchase Order is the final document of agreement between Marshall University and the successful Respondent, and may be referred to as Order. It will include the RFP, the Respondents response, and any other documentation that may be required to clearly state the agreement between Marshall University and the Seller.

7.3.6 The Evaluation Committee is the group of individuals selected by Marshall University to evaluate responses to the RFP. The committee may include, at Marshall University’s sole discretion, any employee, agent, consultant, or expert as required by Marshall University. The findings and recommendations of the committee are not binding on Marshall University.

#### **7.4. Addenda**

If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by Marshall University Office of Purchasing to all Respondents of record.

#### **7.5. Award of Contract**

The University may elect to award a contract(s) to a Respondent(s) whose Proposal is determined to be most advantageous to the University with respect to conformance with the specifications, quality, and other factors as may be evaluated pursuant to this RFP.

The University may award a contract based on initial offers received, without discussion; therefore initial information provided by the Respondents should fully identify and respond to the requested information.

#### **7.6. Rejection of Proposals**

The University shall have the sole and absolute right to reject any and all proposals, in whole or in part; to reject a Proposal not accompanied by a required security or other data required by the RFP documents; reject a proposal which is in any way incomplete or irregular; or to reissue a Request for Proposal.

Marshall University reserves the right to waive technicalities or irregularities to any process or proposal occurring during this solicitation.

#### **7.7. Respondent List and Qualification Evaluation**

After the established date for receipt of proposals, a list of parties who submitted proposals will be prepared and made available for public inspection. Proposals will not be opened and read publicly. Qualifications and proposals submitted by interested parties will be reviewed and evaluated based on the evaluation criteria set forth in the RFP.

#### **7.8. Proposal Classification and Discussions**

Proposals will initially be classified as either a) Acceptable; b) Potentially Acceptable; or c) Unacceptable. Discussions and fact-finding may be conducted, if required, with any or

all of the Respondents whose proposals are found acceptable or potentially acceptable. Parties whose proposals classified as unacceptable will be notified promptly. Procurement Services will establish procedures and schedules for conducting oral and/or written discussions.

### **7.9. Respondent Investigation**

The University will make such investigation as it considers necessary to obtain full information on the Respondent(s) selected for negotiations.

### **7.10. Final Offers and Award of Contract**

Following any discussions with Respondents the Evaluation Committee will evaluate the final proposals/discussion session, giving due consideration to the established evaluation criteria. The Evaluation Committee will report its findings to the Office of Purchasing which may or may not issue a Purchase Order/Contract based on which proposal or proposals are found to be the most advantageous to Marshall University. The contract will contain the terms and conditions as found in this RFP and may include additional terms and conditions as negotiated between the successful Respondent and the University.

If Marshall University cannot, at its sole and absolute discretion, negotiate a mutually agreed upon contract with the successful Respondent, Marshall University may begin negotiations with Respondents in order of ranking, highest to lowest, as evaluated pursuant to the terms and conditions of this RFP or may cancel this RFP.

### **7.11. Conflict of Interest**

The Respondent should list and describe any prior or ongoing engagements or professional relationships that would constitute a potential conflict of interest, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed project. The Respondent covenants and agrees that the firm and its officers, employees, and subcontractors will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, that will conflict in any manner with the performance of the services called for under this RFP.

An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly registered/licensed to practice in the State of West Virginia, if such is required.

### **7.12. Legal Authority**

Respondent warrants that it possesses the legal authority to submit the proposal in response to this RFP and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this RFP and to bind Respondent to its terms. The person(s)

executing the Proposal in response to this RFP on behalf of Respondent warrant(s) that such person(s) have full authorization to execute the Proposal.

Marshall University reserves the right to cancel, alter or amend this RFP. Marshall University reserves the right to request clarifications, however, they shall not be required to request missing information from the submittals that may cause them to be considered as non-responsive.

#### **7.13. Insurance**

If selected to contract with the University, insurance shall be obtained from a reputable and financially responsible insurance carrier, with an AM Best rating of no less than (A). Marshall University shall be named as additional insured under the policy and certificate holder. Vendor shall furnish to the University written certificates that the insurance required herein has been procured and is being properly maintained throughout the life of this contract and that premiums therefore are paid and specifying the names of the insurers and the respective policy numbers and expiration dates. All such insurance policies shall provide for, unless applicable statute otherwise specifies, at least thirty (30) days prior written notice of the effective date or cancellation to the University. The additional insured shall read: *Marshall University, on behalf of the Governing Board*

#### **7.14. Indemnification**

Vendor agrees to indemnify and save harmless the University against all claims, liabilities, losses, damages and expenses of every character whatsoever for bodily injury, sickness, and/or disease, including death at any time resulting therefrom sustained by any employee of Vendor, or of a subcontractor while in, on or about the premises of the University; or while engaged in the performance of the services hereunder, whether or not arising out of or in any way connected with this agreement or with the Vendor's performance hereunder, and in whether or not such injury, sickness, and/or disease is not due to any negligence on the part of such employees or on the part of the University, its employees or agents.

**Submission Instructions for Suppliers**

Please follow these instructions to submit via our Public Portal.

**1. Prepare your submission materials:**

**Requested Information**

Name	Type	# Files	Requirement
Proposal	File Type: Any (*.*)	Multiple	Required
Cost Proposal	File Type: Any (*.*)	Multiple	Required

**Requested Documents:**

Please note the type and number of files allowed. The maximum upload file size is 100 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

**2. Upload your submission at:**

<https://marshall.bonfirehub.com/opportunities/1560>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Aug 25, 2016 3:00 PM EDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) hour** before Closing Time to begin the uploading process and to finalize your submission.

**Important Notes:**

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. Javascript must be enabled.

**Need Help?**

Marshall University uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

# MARSHALL UNIVERSITY BOARD OF GOVERNORS

## Policy No. FA-2

### TRAVEL

#### 1 General

##### 1.1 Scope:

- 1.1.1 This policy implements the rules and regulations concerning management of in-state, out-of-state and international travel, hereinafter referred to as "travel", and for reimbursement of expenses to employees, members of the Marshall University Board of Governors, hereinafter referred to as the "Governing Board", members of institutional Boards of Advisors and other non-employees traveling on behalf of the Governing Board or its institution.
- 1.1.2 Consultants, contractors, and non-employees are not required to use these policies and regulations, with the institution's approval. Any consultant and contractor travel must be included as part of the consulting/contractor fee agreement.
- 1.1.3 Reimbursement of travel expenses paid from federal, state, and private grants shall be governed by the terms and conditions of the grant if they differ from those contained in this policy; otherwise, this policy shall govern such reimbursement.

1.2 Authority: W. Va. Code §18B-1-6; §12-3-11

1.3 Passage Date: June 29, 2016

1.4 Effective Date: June 29, 2016

1.5 Controlling over: Marshall University

##### 1.6 History:

- 1.6.1 This policy amends and replaces Marshall University Board of Governors Policy FA-2 (effective June 14, 2011), which amended Marshall University Board of Governors Policy FA-2 (effective June 17, 2010), which amended Policy FA-2 (effective June 28, 2006), which replaced MUBOG Policy No. 3.

##### 1.7 Terms:

- 1.7.1 The word "President" herein refers to the President of Marshall University.
- 1.7.2 The words "Marshall" and "institution" herein refers to Marshall University.
- 1.7.3 The term "administrative procedures" herein refers to the various documents available in the University Travel Office and online which provide the guidelines for university-related travel.

- 1.8 According to the West Virginia Code, it shall be unlawful for the Auditor to issue a warrant in payment of any claim for travel expenses incurred by an employee, Board or Commission member, or other non-employee unless such claim meets all the requirements of this rule.

## **2 Delegation of Authority and Responsibilities**

- 2.1 Authority to manage, approve, or disapprove travel and travel-related expenses is delegated exclusively to the President. Authority may be revoked by the Governing Board.
- 2.2 The President may delegate authority to others within the institution to act as designee(s) for authorizing and approving travel and travel-related expenses as may be required. All such authorizations and approvals shall be made in accordance with the provisions of this policy.
- 2.3 Travel may be authorized only for official business and only if the institution has the financial resources to reimburse the traveler for travel expenses.
- 2.4 The President or designee may develop administrative policies and procedures for the institution, consistent with this policy; state and federal laws; and Internal Revenue Service (IRS) regulations to provide additional guidance to employees and others traveling on behalf of the institution.
- 2.5 The responsibility to audit a traveler's expense account settlement lies with the institution. Approval of a traveler's expense account settlement by the institution means that the expense account settlement meets all criteria established by this policy for reimbursement. The institution shall audit and submit an accurate expense account settlement for reimbursement to the he State Auditor's Office within a reasonable amount of time after receiving such settlement from the traveler.

## **3 Travel Regulations Applicable to All employees, Non-Employees, Board Members, and Students**

### **3.1 Employees**

- 3.1.1 Approval to travel shall be secured in advance by the employee in accordance with this policy, and the administrative policies and procedures of the institution. Under no circumstances should an employee travel without proper approval of the President or the President's designee(s).
- 3.1.2 Employees are responsible for submitting a travel expense account settlement form with all required attachments to the institution in the manner and the time prescribed in the institution's administrative procedures after the last day of the approved travel to qualify for reimbursement of expenses.

### **3.2 Non-Employees**

- 3.2.1 When non-employees are eligible to receive reimbursement of travel expenses, such reimbursement shall be made in accordance with this policy and the administrative policies and procedures of the institution.



- 3.3 Members of the Governing Board and Members of Institutional Boards of Advisors
  - 3.2.1 This policy shall govern reimbursement of travel expenses to Governing Board members and Institutional Boards of Advisors members when a Board member requests reimbursement for such expenses from the Governing Board.
- 3.4 Students
  - 3.4.1 When students are eligible to receive reimbursement of travel expenses, such reimbursement shall be made in accordance with this policy and the administrative policies and procedures of the institution.

## 4 Transportation

- 4.1 Air Transportation
  - 4.1.1 Commercial Airlines
    - 4.1.1.1 Allowable reimbursement for commercial airline travel shall include the actual expense or cost for the least expensive logical fare via the most direct route, or a reasonable alternative route if it results in lower fare.
    - 4.1.1.2 Travelers must make advance bookings through a contracted travel service vendor or as otherwise provided for in the administrative policies and procedures of the institution to secure the least expensive airfare possible. Reimbursement for tickets where reservations were not made in this manner requires prior written authorization from the President or their designee. Reimbursement may be made to the traveler in advance for airfare purchased up to 180 days prior to the trip.
    - 4.1.1.3 In order to receive reimbursement, the traveler must submit the “passenger coupon”, E-Ticket Receipts, certified copy from the commercial airline ticket or the original invoice from the travel service vendor. If airfare is reimbursed prior to the trip, it must be referenced on the traveler's final expense account. Refundable or unused airline tickets shall be returned immediately to the ticket issuer for a proper credit or refund.
    - 4.1.1.4 Commercial airline tickets may be direct billed to the institution and paid in advance, as provided in the administrative policies and procedures.
    - 4.1.1.5 If an increase in the cost of airfare is incurred, the charge is reimbursable if the traveler is directed by an institutional officer authorized to approve travel expenses to change his or her travel plans, or if other extenuating circumstances arise. Increased or extra charges incurred due to the traveler's negligence will be considered a personal expense of the traveler and shall not be reimbursed.
    - 4.1.1.6 Deliberately causing increased costs or delays to obtain personal gratuities, such as denied boarding compensation, frequent flier points or mileage, or similar benefits is prohibited. In addition, conversion of airline tickets for personal benefit, such as downgrading tickets, returning unused tickets for cash, credit, or personal airline tickets, or any other similar

action is prohibited. Any credits, rebates, or refunds resulting from these actions must be returned to the institution.

- 4.1.2 Use of Aircraft Owned and Managed by the Department of Administration and Other State Agencies, Chartered Aircraft Service, and Privately Owned Aircraft
  - 4.1.2.1 For use of aircraft owned and managed by the Department of Administration and other agencies not under the jurisdiction of the Governing Board, the traveler shall follow the rules and regulations of such agencies in scheduling, making reservations, utilizing, and making payment to these agencies for use of their aircraft.
  - 4.1.2.2 If authorized in advance by the President, chartered aircraft service and privately owned aircraft may be used by the traveler if it will result in the lowest airfare, and if it is approved in advance by the appropriate institutional officer. Direct billing may be used to pay for such service and aircraft use.
  - 4.1.2.3 A competitively bid charter service contract, if available, may be used, as appropriate.
- 4.2 Ground Transportation
  - 4.2.1 The traveler may use a state owned vehicle, privately owned vehicle, a commercial rental vehicle, or rail service for ground transportation when traveling on official business of the institution.
  - 4.2.2 State Owned Vehicles: The availability and use of a state-owned vehicle will be determined by the institution's administrative policies and procedures.
  - 4.2.3 Privately Owned Vehicles/Courtesy: Privately owned and courtesy vehicles may be used when traveling on institutional business. Reimbursement will be made in accordance with the institution's administrative policies and procedures and shall not exceed the prevailing rate per mile established by the Internal Revenue Service.
  - 4.2.4 Commercial Rental Vehicles: Commercial rental vehicles may be used. Reimbursement will be made in accordance with the institution's administrative policies and procedures and shall not exceed actual costs. Receipts/documentation are required for reimbursement.
  - 4.2.5 Rail Service: May be used for ground transportation in accordance with the institution's administrative policies and procedures. Travelers are expected to make advanced bookings and use the least expensive logical fare via the most direct route, or other reasonable route that results in a lower fare. Receipts/documentation are required for reimbursement.
  - 4.2.6 Miscellaneous Ground Transportation: Miscellaneous ground transportation may be reimbursed in accordance with the institution's administrative policies and procedures.
- 4.3 The traveler must possess a valid operator's license if operating a vehicle. The traveler is personally responsible for any fines or penalties resulting from citations, charges, or warrants attributable to operator negligence. Such fines or penalties shall not be reimbursed.
- 4.4 In cases where a traveler chooses to drive rather than fly while on business, reimbursement will be

based on actual in-transit expenses (mileage, hotels, parking, meals, etc.), not to exceed the lowest available commercial airfare plus local transportation, and parking (where required) to and from the airport.

- 4.5 Roadside assistance services for fleet, rental and personal vehicles, if required, may be reimbursed at actual costs if deemed appropriate and reasonable by an institutional officer authorized to approve travel expenses.

## **5 Lodging**

- 5.1 Reimbursement for lodging shall include the actual expense for overnight accommodations, use of a room during daytime, and all applicable taxes and surcharges. Reservations for lodging shall be made in accordance with the institution's administrative policies and procedures. Lodging receipts are required for reimbursement.
- 5.2 Lodging may be direct billed, in accordance with the institution's administrative policies and procedures; however, the traveler must attach a copy of the lodging invoice or other proof of lodging to the travel settlement.

## **6 Meals**

- 6.1 Meal expense reimbursement shall be made in accordance with the institution's administrative policies and procedures and current Internal Revenue Service limits on meal expenses and is limited to actual expenses for food, service and gratuities, not to exceed the Authorized Daily Rates (ADR) as established by the General Services Administration (GSA). Specifically excluded are alcoholic beverages and entertainment expenses.
- 6.2 When meals are provided for a traveler, the traveler's maximum daily rate shall be reduced by an appropriate amount in accordance with the institution's policies and procedures.
- 6.3 Receipts are not required for meal reimbursement.

## **7 Registration Fees**

- 7.1 Fees or charges for attendance at conferences, meetings, seminars, or workshops, as well as event-related materials, are reimbursable to the traveler and shall be made in accordance with the institution's policies and procedures. Registration fees may be direct billed to the institution when feasible.
- 7.2 Receipts are required for reimbursement. The receipt or documentation provided by the event sponsor shall be sufficient for reimbursement.
- 7.3 The traveler will not receive an allowance or reimbursement for lodging or food included in registration fees.
- 7.4 If a cancellation charge is incurred, the charge is reimbursable if the traveler is directed by the appropriate spending officer to change his or her travel plans, or if other extenuating circumstances arise. Charges incurred due to the failure of the traveler to notify the event sponsor will be considered a personal expense.

## 8 Other Expenses

8.1 Travelers may incur other business-related expenses for which reimbursement may be made, if appropriate. Receipts are not required unless reimbursement is in excess of current Internal Revenue Service limits for miscellaneous expenses, or required by the institution's policies and procedures.

Such expenses and reimbursement may include, but are not limited to:

- a. Baggage handling and gratuities when using public transportation or conveniences (i.e., taxi, limousine, air porter services, or airport/rail curbside check-in), or when using a lodging facility that has a portering (i.e. "bell-person") services rather than a facility where the traveler is expected to carry their own luggage;
- b. Baggage storage between appointments and between hotels and meeting places;
- c. Tolls, garage, and parking fees - excluding valet parking for personal convenience;
- d. Communication expenses, such as (1) local calls which may include a surcharge; (2) long distance calls which may include toll charges and surcharges and must be made on the current corporate communications travel card; (3) surcharges for long distance calls when the toll charges are direct billed; (4) facsimiles, cablegrams, or telegrams which may include toll charges, surcharges, or delivery charges; and (5) charges related to internet connections.
- e. Currency conversion;
- f. Guides, interpreters, and visa fees; and
- g. Trips involving multiple days of travel, or for single day travel where the traveler is unexpectedly delayed for business reasons, the traveler may make one personal telephone call home per day. Reimbursement shall be made at actual cost, not to exceed the maximum amount established in the institution's policies and procedures.

8.2 Non-reimbursable travel-related expenses include the cost of passports (not as a travel expense, but may be considered as a direct charge to the spending unit) interest on late payment of individually held credit cards, laundry fees, and personal flight or baggage insurance. Exceptions must be approved by an institutional officer authorized to approve travel expenses.

8.3 Employees traveling in foreign countries should report their expenditures in United States dollars. The total expenditure in foreign currency must be converted into United States dollars at the rate or rates at which the foreign money was obtained. The rates of conversion and the commissions charged must be shown.

## 9 Form of Payment for Business Travel

9.1 Corporate Charge Card, Purchasing Card or Credit Card: Travelers should use the corporate charge card or purchasing card issued by the state of West Virginia, or a higher education corporate charge card if available for approved business related travel expenses.

9.2 Cash Advances from the State Auditor's Office: Cash advances may be requested from the State Auditor's Office according to the procedures established by the Auditor for employee and student

travel, and for group travel such as bands, athletic teams and organized student groups. Marshall University shall establish policies and procedures for requesting and settling cash advances with the Auditor.

- 9.3 Cash Advances from Marshall University: Cash advances made by the institution will be handled in accordance with the institution's administrative procedure.
- 9.4 Cash Advances from an Automatic Teller Machine (ATM) using the State Corporate Credit Card:
- 9.4.1 Employees may secure a cash advance for business travel expenses only. Cash advances are not permitted for personal purposes.
- 9.4.2 A cash advance for either in-state or out-of-state travel is permissible when an employee travels a minimum of two (2) consecutive days on official business. The preferred method of obtaining a cash advance is to use the state corporate credit card at an ATM. Cash advances and ATM transaction fee reimbursements are limited to the amount and number authorized by the institution's policies and procedures. Receipt(s) from the ATM are required for reimbursement of the ATM transaction fee.
- 9.4.3 For employees ineligible to receive a state corporate credit card or those who have applied and have not yet received their cards, the cash advance procedure in 9.2 applies.
- 9.4.4 Except where otherwise exempted by statute, policy, or waiver from the State Auditor's Office Purchasing Card Division, the Purchasing Card may not be used to obtain cash, cash credits, or cash advances.
- 9.4.5 Marshall University shall adopt and actively pursue policies and procedures to manage and minimize credit losses by employees using the corporate charge card.
- 9.5 Direct Billing: Direct billing may be authorized by the appropriate institutional representative in accordance with the institution's policies and procedures. The traveler is responsible for attaching to her/his final expense account settlement copies of receipts, invoices, documentation, etc. for any direct billed fee.

## **10 Reimbursement Forms**

- 10.1 The form(s) used for reimbursement of travel expenses shall be those promulgated by Marshall University.

## **11 Provisions Applicable Only to the Marshall Board of Governors and President**

- 11.1 The Governing Board may authorize payment for the traveling expenses incurred by any person, and her or his spouse when appropriate, who is invited to visit any campus of Marshall, or any other facility under the control of the Board, to be interviewed concerning her or his possible employment by the Board or agent thereof. Authorization for such payment shall be given by the President or the President's designee(s).
- 11.2 The Governing Board may authorize payment of: (1) all or part of the reasonable expenses incurred by a person newly employed by the Board, in moving such employee's household

furniture, effects and immediate family to the employee's place of employment; and (2) all or part of the reasonable expenses incurred by an employee of the Board in moving her or his household furniture, effects and immediate family as the result of reassignment of the employee which is considered desirable, advantageous to and in the best interest of the Governing Board; provided, that no part of the moving expenses of any such employee shall be paid more frequently than once in twelve months. Authorization for such payment shall be given by the President or the President's designee(s).

## **12 Exceptions**

- 12.1 Any exceptions to this policy must be documented in writing and approved by the President or their designee.

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 exceed 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;
- 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.

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:** \_\_\_\_\_





**State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5**

**STATE OF WEST VIRGINIA,**

**COUNTY OF \_\_\_\_\_, TO-WIT:**

I, \_\_\_\_\_, after being first duly sworn, depose and state as follows:

1. I am an employee of \_\_\_\_\_; and,  
(Company Name)
2. I do hereby attest that \_\_\_\_\_  
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

The above statements are sworn to under the penalty of perjury.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

By Commission expires \_\_\_\_\_

(Seal)

\_\_\_\_\_  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

# Marshall University

## Cloud Computing Contract Addendum

“**Institution**” as used herein means Marshall University, its Board of Governors, Colleges, Schools, and Departments.

“**Vendor**” as used herein means \_\_\_\_\_  
*(Insert Vendor Name Here)*

### Definitions

“**Confidential Information**” is defined as any and all information whose collection, disclosure, protection, and disposition is governed by state or federal law or regulation, particularly information subject to the Family Educational Rights and Privacy Act (FERPA), the Gramm-Leach-Bliley Act (GLBA), or Marshall University Policy [<http://www.marshall.edu/board/board-of-governors-policies/>]. This information includes, but is not limited to, Social Security numbers, student records, financial records regarding students (or their parents or sponsors), financial and personal information regarding Marshall University employees, and other personally identifiable information identified by law.

“**Covered Data**” includes any institutional data defined as “confidential information”.

“**Institution Data**” includes data uploaded by users of the service and communications between the user, the Institution, and Vendor.

“**Notification Event**” includes Vendor system that may access, process or store University data is subject to unintended access. Unintended access includes compromise by a computer worm, search engine web crawler, password compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.

“**Vendor User**” includes the Vendor and its employees, agents, contractors, and other persons associated with Vendor.

### Use of the Data

The Vendor agrees that data provided to them during the provision of service shall be used only and exclusively to support the service and service execution, and not for any other purpose. Unless expressly permitted by the written consent of an Institution official authorized to give such consent, Vendor and its employees, agents, contractors, and other persons associated with Vendor (collectively, the "Vendor Users") are only permitted to use, reuse, distribute, transmit, manipulate, copy, modify, access, or disclose the Institution Data to the extent necessary for Vendor to implement and maintain the information as set forth in this Addendum. Except as otherwise specifically provided for in this Agreement, the Vendor agrees that Institution Data will not be shared, sold, or licensed with any third-

party, except approved sub-contractors, without the express written approval of the Institution and the Senior Vice President for Information Technology.

Vendor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access, or disclosure of Institution data and any non-compliance with the data privacy and security requirements by Vendor Users.

## Data Protection

Upon termination, cancellation, expiration or other conclusion of the Agreement, Vendor shall return the Covered Data to Institution unless Institution requests that such data be destroyed. This provision shall also apply to all Covered Data that is in the possession of subcontractors or agents of Vendor. Vendor shall complete such return or destruction not less than thirty (30) days after the conclusion of this Agreement. Within such thirty (30) day period, Vendor shall certify in writing to Institution that such return or destruction has been completed.

Compliance with Federal, State, and Local Laws and Regulatory Requirements; Vendor's product must be compliant with any Federal, State, and Local privacy laws or regulations applicable to the Institution, including but not limited to: the Family Educational Rights and Privacy Act (FERPA) (Pub. L. No. 93-380 (1974), codified at 20 U.S.C. § 1232g); the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. No. 104-191, § 264 (1996), codified at 42 U.S.C. § 1320d; Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. § 160 (2002), 45 C.F.R. § 164 subpts. A, E (2002); the Gramm-Leach-Bliley Act (GLBA) (Pub. L. No. 106-102 (1999), privacy protections are codified at 15 USC § 6801 et seq.).

Vendor agrees that it may create, have access to, or receive from or on behalf of Institution or students, or have access to, records or record systems that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g (collectively, the "FERPA Records"). Vendor represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by Institution in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Vendor protects its own Confidential Information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Agreement. At the request of Institution, Vendor agrees to provide Institution with a written summary of the procedures Vendor uses to safeguard the FERPA Records.

Vendor agrees to adhere to the additional FERPA requirements listed at the following web address: [<http://ptac.ed.gov/sites/default/files/data-sharing-agreement-checklist.pdf>] if any of the data is used for research or a longitudinal study.

### Notification of Security Incidents

Vendor, within one day of discovery, shall report to Institution any use or disclosure of Confidential Information not authorized by this Addendum or in writing by Institution. Vendor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use or disclosure. Vendor shall provide such other information, including a written report, as reasonably requested by Institution.

Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of Vendor's security obligations or other event requiring notification under applicable law ("Notification Event"), Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the Institution and its Board of Governors, officers, employees, agents and representatives from and against any claims, damages, or other harm related to such Notification Event.

### Institutional Marks Protection

Use of Institution name, marks, or logos: All use by Vendor of Institution name, marks, and content must be approved in writing by Institution and the Senior Vice President of Communications. Institution reserves the right to review all uses of its name, marks or logos prior to their use by Vendor.

### Indemnification

Vendor shall indemnify, defend and hold Institution harmless from all lawsuits, claims, liabilities, damages, settlements, or judgments, including Institution's costs and attorney fees, which arise as a result of Vendor's negligent acts, omissions or willful misconduct.

#### ACCEPTED BY:

**MARSHALL UNIVERSITY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**VENDOR**

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **AGREEMENT ADDENDUM**

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** – Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** – Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** – The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State’s governing law.
4. **TAXES** – Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor.
5. **PAYMENT** – Any reference to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** – Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** – Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** – Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** – Any provisions limiting the Agency’s right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** – The Agency recognizes an obligation to pay attorney’s fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** – Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** – The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor’s liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** – Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** – Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** – Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** – Any provision requiring the Agency to purchase insurance for Vendor’s property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** – Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** – All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.
22. **DELIVERY** – All deliveries under the agreement will be FOB destination unless otherwise stated in the State’s original solicitation. Any contrary delivery terms are hereby deleted.

**ACCEPTED BY:**  
**STATE OF WEST VIRGINIA**

**VENDOR**

Spending Unit: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>									

**or**

<b>Employer identification number</b>									

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations, S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.



**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup> The grantor*
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

STATE OF WEST VIRGINIA - PURCHASING DIVISION

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

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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](http://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](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.

Should you need additional information relating to vendor registration, please visit [www.state.wv.us/admin/purchase/VendorReg.html](http://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 \_\_\_\_\_

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:

- |  |  |
|--|--|
| <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          |  |

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

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**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. 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  
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- 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 name and telephone number of one or more banking 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: \_\_\_\_\_