

**Economic Impact Study for the
Community and Technical College System of West Virginia
Request for Proposals (RFP) 18131
April 18, 2018**

SECTION 1 GENERAL

§1.1 Participating Community and Technical Colleges:

Following institutions under the Community and Technical College System of West Virginia (“CTCS”) are included in this RFP

- BridgeValley Community and Technical College
- Eastern West Virginia Community and Technical College
- Mountwest Community and Technical College
- New River Community and Technical College
- Pierpont Community and Technical College
- Southern West Virginia Community and Technical College
- West Virginia Northern Community College
- West Virginia University at Parkersburg

The location and service regions of each community and technical college is shown on the map in Exhibit G.

Blue Ridge Community and Technical College recently completed an economic impact study. The results of this study are to be incorporated into this engagement. This report is available at the following URL: <http://www.blueridgectc.edu/about-blue-ridge/economic-impact-study/>

§1.2 Schedule

The following is a list of key project milestones:

RFP Release	April 18, 2018
Written questions on RFP due by	5:00 PM, April 30, 2018
Responses to questions posted by	May 3, 2018
Proposals due by	3:00 PM, EDST, May 11, 2018
Estimated Consultant selection	June 1, 2018
Estimated issuance of purchase order and services start date	June 8, 2018
Estimated services completion	20 weeks after issuance of purchase order by CTCS

§1.3 Consultant Written Questions

Submit written questions concerning this RFP and Consultant proposals to:

Chief Procurement Officer
RFP 18131
1018 Kanawha Boulevard, East, Suite 700
Charleston, WV 25301
rich.donovan@wvhepc.edu

Question should be submitted via email with RFP 18131 referenced in the subject line.

§1.4 Vendor and Consultant

The terms “Vendor” and “Consultant” are used interchangeably throughout this RFP and mean the entity submitting questions, a proposal in response to this RFP, and the single entity that will be selected for this engagement and receive a contract award.

§1.5 Addenda to RFP

Addenda will be issued by the Chief Procurement Officer as the official means of communicating with Vendors. Vendors should not rely on any other means of communication. Questions will be answered by Addendum. Addenda issued for this RFP will be posted at the following URL: <https://wvhepc.org/purchasing/>

It is the responsibility of the Vendor to check this webpage for current information regarding the RFP.

The CTCS reserves the right to cancel or amend the RFP at any time

SECTION 2 PROJECT SCOPE OF WORK

§ 2.1 Project Overview

The CTCS is seeking an experienced and qualified vendor to conduct a statewide analysis of the eight participating West Virginia community and technical colleges to determine impact and return on investment, as well as provide a set of eight breakout studies narrowing the focus to specific regions of the state in which the participating institutions are located. In the case of regions bordering state lines, regional studies can cross state boundaries in order to capture true economic impacts representative of students’ settlement patterns.

In addition to the eight college analyses, a ninth statewide analysis is to be completed. The statewide analysis will allow the CTCS to:

- 1) Determine how much income each community and technical college adds to their respective region;
- 2) Measure how students increased income affects each respective region;
- 3) Understand how the region is impacted by student spending; and,
- 4) Indicate the community and technical colleges benefit to social and taxpayer saving due to highly educated and skilled workers.

The CTCS will provide the Vendor with the appropriate CTCS brand logo and strategy guidelines to be included on all reports outlined under *Deliverables*. All studies shall follow the same format and include the following criteria outlined under *Economic Impact Study* and *Investment Analysis*:

§2.2 Economic Impact Study

The economic impact analysis shall include the following facets to examine the direct and indirect multiplier effects that occurs when CTCS colleges and their employees and students spend money in the region, as well as the economic benefits generated by alumni who are living and working within the local economy.

- **Operations Impacts** — The added net income generated in the region as a result of colleges' payroll and purchases for supplies and services.
- **Student Spending Impacts** — The impact of new sales generated by out-of-region and retained students who spend money on food, transportation, and other personal expenses while attending the institutions.
- **Alumni Impacts** — The impact of the alumni's higher earnings and the increased productivity of state and local businesses from human capital accumulation in the regional workforce.

§2.3 Investment Analysis

An investment analysis shall indicate the strength of CTCS institutions as an investment from the perspectives of students, taxpayers, and society. This analysis will project various benefits into the future, discounts them to current dollars, and compares the present values with the costs of generating the benefits.

- **Student Investment Analysis** — Students enjoy a lifetime of higher earnings. Using various investment measures, we compare the present value of these higher earnings with the costs of their education.
- **Taxpayer Investment Analysis** — State and local taxpayers benefit from increased tax base and social benefits such as improved health, lower crime, and reduced

welfare and unemployment.

- **Social Investment Analysis** — The benefits to society as a whole are measured in terms of total added income and avoided social costs due to improved health, lower crime, and reduced welfare and unemployment.

SECTION 3 PROJECTED PROJECT TIMELINE FOR SERVICES

§3.1 Project Schedule

PHASE	TIME FRAME
Project Kickoff	
Vendor Prepares and sends data survey to CTCS	June 1, 2018
Data Collection Phase	
CTCS completes data survey	4-6 Weeks
Vendor reviews data, works with the CTCS to address data issues	2-4 Weeks
Draft Phase	
Vendor customizes model to reflect the CTCS	2-4 Weeks
Vendor prepares draft reports, sends to the CTCS for review	2-4 Weeks
Final Phase	
CTCS review revised draft, provides final feedback	2-3 Weeks
Vendor incorporates final edits, formats reports, and sends finals to the CTCS	2-3 Weeks
Total Completion Date	20 Weeks from the date a purchase order is issued by CTCS.

§3.2 Vendor Proposed Schedule

The CTCS considers the project schedule identified above in §2.1 to be reasonable; however, the CTCS will consider an alternate schedule proposed by the vendor.

SECTION 4 DELIVERABLES

§4.1 Expected Project Deliverables

Using criteria generated by the Economic Impact Analysis and the Investment Analysis, the following reports shall be submitted to the CTCS on or before the project deadline as outlined in the purchase order:

- **Main report** — The main report shall present all findings of the analysis in the context of clearly spelled-out assumptions, theory, and data sources, along with a glossary of terms.
- **Executive summary** — The Executive Summary shall contain the major findings written in layperson's terms that is suitable for popular and media circulation, including colors, logo, and pictures that adhere to the CTCS branding strategy.
- **Fact sheet** — The Fact Sheet shall summarize the main results in outline form that is designed for a broad audience that includes the logos and pictures that adheres to the CTCS branding strategy.
- **PowerPoint** —The PowerPoint presentation shall include key findings in a manner accessible to a broad audience.

SECTION 5 PROPOSAL SUBMISSION REQUIREMENTS

§5.1 Proposal Format and Requirements

Please limit your submission to thirty (30) one-sided pages. Submit an original proposal in a three-ring loose-binder suitable for photocopying, and one complete copy on a CD or flash drive.

Faxed or emailed proposals will not be accepted. All documents/information submitted in response to this solicitation will be considered public information after an award is made and will be subject to the West Virginia Freedom of Information Act.

The CTCS will not be responsible for expenses incurred in the preparation and/or presentation of a Proposal, or for interviews, or for the disclosure of any material or information received in connection with this RFP.

§5.2 Contact and Other Information

On a single cover sheet in the proposal, please provide (mandatory requirement met or not met):

1. The lead Vendor or individual name;
2. The lead Vendor's contact person;
3. Email, telephone, fax, numbers for Vendor principals or individuals assigned to this engagement;
4. Mailing address of lead Vendor or individual;
5. The MBE/WBE status of the Vendor;
6. Conflicts of Interest: (a) Submit a statement describing potential conflicts of interest or appearance of impropriety relating to the Vendor, other clients of the Vendor, or officers, directors, and employees of the CTCS, that could be created by providing services for this engagement; (b) Indicate what procedures will be followed to detect and notify CTCS and to resolve any conflicts of interest; and
7. Indicate any pending litigation and/or regulatory action by any oversight body or entity that could have an adverse material impact on the Vendor's ability to provide the services required in this engagement.

§5.2 Vendor Qualifications and Evaluative Criteria

A. Experience, Structure, and Personnel: (35 points maximum)

1. A history of the Vendor's experience providing Economic Impact Analysis Services to state higher education systems, public colleges and universities, community and technical colleges, economic development organizations, municipalities, and/or other governmental entities
2. A description of the Vendor's organizational structure, including resumes of the principals, project manager(s) and professional staff who would work directly with the CTCS.
3. Samples of three (3) major projects that the Vendor has completed in the areas of Economic Impact Analysis Services. Include the client, the name of a contact person who is able to provide a reference, a description of the nature of the work, the size and complexity of the project, and the amount and the agreed fee arrangements.
4. Any other information that you believe would make the Vendor's work on behalf of CTCS superior to that of other Vendors or information about your Vendor's specialty or particular skill to perform a specific requested service.

B. Methodological Approach (40 points maximum)

1. A description of how the Vendor will address the anticipated scope of services set forth in Section 2 of this RFP.
2. A description explaining the Vendor's approach (methodology) to Economic Impact Analysis, including methods, analytical techniques, or models, etc. that would be employed for this engagement.

C. Fees and Expenses (25 points maximum)

1. Total proposed not-to-exceed fee for completion of the project.

2. A list of anticipated reimbursable expenses and the rate charged for each.
3. CTCS reserves the right to negotiate a fee structure and reimbursable expenses with the Vendor that is selected.

SECTION 6 SUBMITTING PROPOSALS

§6.1 Proposal Submission

Please deliver an original in a three-ring binder, plus a complete copy in PDF format on a compact disk (CD) or flash drive in a sealed opaque envelope or package to the following address on or before 3:00 PM, Eastern Daylight Savings Time, May 11, 2018:

Chief Procurement Officer
RFP 18131
Community and Technical College System of West Virginia
1018 Kanawha Boulevard East, Suite 700
Charleston, WV 25301

Proposals received after the due time and date will not be considered and will be returned unopened. It is the Bidder's (Proposer's) sole responsibility to ensure timely delivery.

SECTION 7 EVALUATION

§7.1 Evaluation of Proposals

Proposals will be evaluated by a committee of three or more individuals in accordance with the criteria stated. The Vendor that meets all the mandatory specifications and attains the final highest point score (maximum) may be awarded the contract.

Recommendation of the successful Vendor will be made by a consensus of the evaluation committee.

SECTION 8 OTHER PROVISIONS

§8.1 Other Provisions That Apply To This RFP

- A. The CTCS reserves the right to add additional related services based on the original offer upon mutual consent of the CTCS and the successful Vendor on pricing, performance, etc.
- B. Only written information, interpretations and instructions issued by the Chief

Procurement Officer will be considered official. Vendors shall not rely on any oral interpretations, information and instructions.

C. Only requests for information received by the CTCS's Chief Procurement Officer in writing from Vendors will be considered official.

D. All expenses associated with preparing and submitting proposals are the exclusive responsibility of the Vendor. Proposals will become a matter of public record and open for inspection following the announcement of contract award.

E. Vendors submitting proposals may be asked to provide a demonstration of their product/service in person or via videoconference or webinar.

F. Evaluations will be based on overall service, qualifications and costs presented in the proposal. An award will be made based on the evaluation committee's determination of the proposal that gives the CTCS, the Community and Technical Colleges and students the best value. An award will not necessarily be made to the Vendor submitting the lowest cost.

G. Payment for services will be made monthly in arrears upon completion of the required services, submission of an uncontested invoice and the acceptance of the required reports. Advance payments are not allowed.

H. The CTCS is exempt from federal and state taxes and will not pay or reimburse such taxes. The Vendor may request a tax exemption certificate.

I. The proposal of the Vendor shall provide complete and total compensation for the scope of work identified herein. The Chief Procurement Officer must approve additional service and additional compensation, if deemed appropriate, and an approved change order to the contract is required before payment can be made.

J. Discussions and interviews may be held with Vendors under final consideration prior to making a selection for award; however, a proposal may be accepted without such discussions or interviews. In the event that mutually acceptable terms cannot be reached within a reasonable period of time, the CTCS Office reserves the right to undertake negotiations with the next most advantageous Vendor without undertaking a new procurement process.

K. The State of West Virginia Agreement Addendum (WV96) is attached to identify State law that must be adhered to in any contracts presented to the CTCS for execution.

L. The successful Vendor must be a registered Vendor with the West Virginia Department of Administration, Purchasing Division, and pay the required Vendor registration fee prior to receiving a contract/purchase order. Vendor Registration information is available at the following URL:

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

M. The following are incorporated into this RFP and made a part here of:

- Exhibit A, Instructions to Bidders
- Exhibit B, Purchase Order Terms and Conditions
- Exhibit C, State of West Virginia Agreement Addendum (WV-96)
- Exhibit D, Purchasing Affidavit
- Exhibit F, Travel Guidelines
- Exhibit G, Map of CTC Locations and Service Regions

INSTRUCTIONS TO BIDDERS

(Purchases greater than \$25,000)

1. **BIDDER'S REPRESENTATIONS:** The bidder, by making a bid, represents that: (a) the bidder has read and understands the bidding documents, terms and conditions, and the bid is made in accordance therewith; and (b) the bid is based upon the materials, equipment, systems, printing and/or services specified.
2. **QUALITY STANDARDS:** Brand names, when identified, include the standard of quality, performance or use desired. Unless otherwise noted, bids by bidders on equivalents may be considered, provided the bidder furnishes descriptive literature and other proof required by the Institution. Samples, when required, must be furnished free of charge, including freight. In the event the Institution elects to contract for a brand purported to be an equivalent by the bidder, the acceptance of the item will be conditioned on the Institution's inspection and testing after receipt. If, in the sole judgment of the Institution, the item is determined not to be equivalent, the item will be returned at the Seller's expense and the contract terminated.
3. **SUBMISSION OF BIDS:** The bid, the bid security, if any, and other documents required to be submitted with the bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the bids and shall be identified as a "Sealed Bid," and shall include the bid number, the bid opening time, and the bid opening date. Bids shall be delivered and deposited at the designated location prior to the time and date for receipt of bids. Bids received after the time and date for the bid opening will be returned unopened. The bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids. Oral, telephonic, facsimile or telegraphic bids are invalid and will not receive consideration.
4. **MODIFICATION OR WITHDRAWAL OF BIDS:** Prior to the time and date designated for receipt of bids, a bid submitted may be modified or withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the bidder and shall be received prior to the designated time and date for receipt of bids. A modification shall be worded so as not to reveal the amount of the original bid. A withdrawal may be made by facsimile or electronic transmission. A modification may also be made by facsimile or electronic transmission if the final bid result is not revealed prior to the bid opening.
5. **OPENING OF BIDS:** Bids shall be publicly opened and read aloud at the designated location for receipt of bids shortly after the time and date bids are due.
6. **REJECTION OF BIDS:** The Institution shall have the right to reject any and all bids, in whole or part; to reject a bid not accompanied by a required bid security or other data required by the bidding documents; or reject a bid which is in any way incomplete or irregular.
7. **ACCEPTANCE OF BID (AWARD):** It is the intent of the Institution to award a contract to the lowest responsible and responsive bidder provided the bid does not exceed the funds available. The Institution shall have the right to waive informalities or irregularities in a bid received and to accept the bid, which in the Institution's judgment, is in the Institution's own best interests. All bids are governed by the West Virginia Code and the Procedural Rules of the Commission.
8. **VENDOR REGISTRATION:** Prior to any award for purchases exceeding \$15,000, the apparent successful bidder must be properly registered with the W. Va. Department of Administration, Purchasing Division, and have paid the required vendor registration fee.
9. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
10. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payment may only be made after the delivery and acceptance of goods or services. Interest may be paid for late payment in accordance with the West Virginia Code.
11. **RESIDENT VENDOR PREFERENCE:** A resident vendor preference will be granted upon written request in accordance with the West Virginia Code.
12. **TAX EXEMPTION:** The State of West Virginia, the Commission, Governing Board and its institutions are exempt from federal and state taxes and will not pay or reimburse such taxes.

TERMS AND CONDITIONS

1. **ACCEPTANCE:** Vendor shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Vendor are objected to and are hereby rejected, unless otherwise provided for in writing by the Institution and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the Higher Education Policy Commission shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Vendor without the Institution's consent.
4. **INSTITUTION:** For the purposes of these Terms and Conditions, the "Institution" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Vendor.
5. **CANCELLATION:** The Institution may cancel any Purchase Order/Contract upon 30 days written notice to the Vendor.
6. **COMPLIANCE:** Vendor shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the W. Va. Division of Labor, if applicable.
7. **DELIVERY:** For exceptions to the delivery date as specified in the Order, the Vendor shall give prior notification and obtain the approval of the Institution. Time is of the essence of this Order and it is subject to termination by the Institution for failure to deliver on time.
8. **DISPUTES:** Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
9. **HOLD HARMLESS:** The Institution will not agree to hold the Vendor or any other party harmless because such agreement is not consistent with state law.
10. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Institution.
11. **NON-FUNDING:** All services performed or goods delivered under this Purchase Order/Contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
12. **ORDER NUMBERS:** Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and correspondence.
13. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.
14. **RENEWAL:** The Contract may be renewed only upon mutual written agreement of the parties.
15. **REJECTION:** All goods or materials purchased herein are subject to approval of the Institution. Any rejection of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, whether held by the Institution or returned to the Vendor, will be at the Vendor's risk and expense.
16. **VENDOR:** For the purposes of these Terms and Conditions, the "Vendor" means the vendor whose quotation, bid, proposal or expression of interest has been accepted and has received a lawfully issued Purchase Order from the Institution.
17. **SHIPPING, PACKING, BILLING & PRICING:** Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Institution.
18. **TAXES:** The State of West Virginia (the Institution) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
19. **TERMINATION:** In the event of a breach by the Vendor of any of the provisions of this contract, the Institution reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Vendor. The Vendor shall be liable for damages suffered by the Institution resulting from the Vendor's breach of contract.
20. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Institution; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.

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: _____

EXHIBIT D

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__.

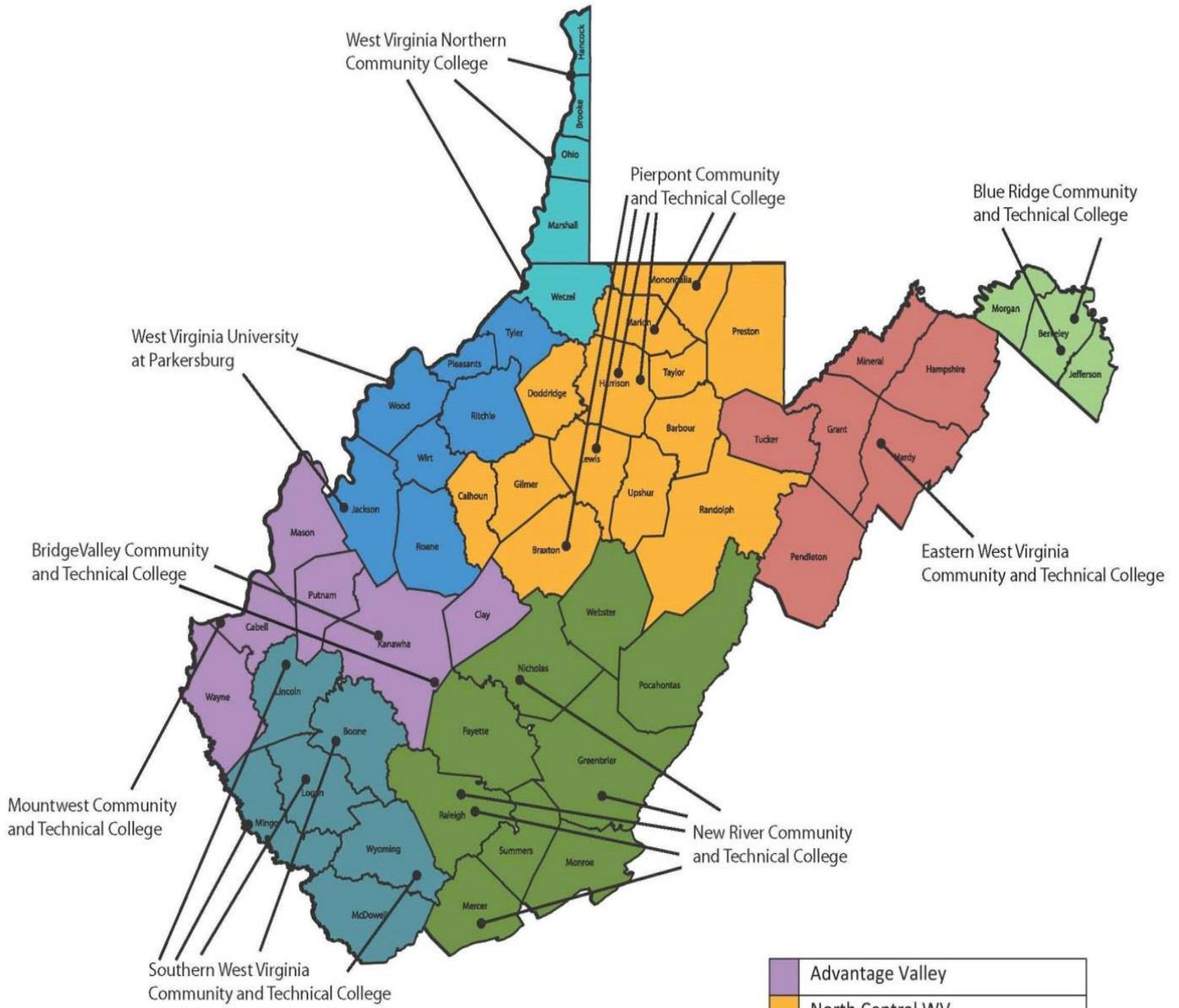
My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

Community and Technical College System of West Virginia (CTCS)
Vendor Travel Guidelines
July 21, 2016

- Reimbursement for mileage shall be at the current IRS mileage rate for employees, self-employed individuals and others;
- Reimbursement for a rented vehicle and fuel shall be at actual cost for an economy or standard class vehicle (copies of receipts must be provided);
- Parking and Turnpike Tolls will be reimbursed at actual cost (copies of receipts must be provided, except for metered street parking);
- Air fare and baggage fees will be reimbursed at actual cost for economy class tickets (copies of receipts must be provided);
- Lodging will be reimbursed at actual cost (the room rate, plus applicable taxes) for overnight stays in a reasonably priced hotel/motel typically used for business travel, i.e., Holiday Inn, Hampton Inn, Holiday Inn Express, etc. (room service, movie rentals, etc. will not be reimbursed - copies of receipts must be provided); and
- Meals and incidental expenses will be reimbursed at the current GSA per diem. Meals and incidental expenses will not be reimbursed for single day travel.



	Advantage Valley
	North Central WV
	Potomac Highlands
	Shenandoah Valley
	Mid-Ohio Valley
	Southeastern West Virginia
	Northern Panhandle
	Southern Mountains