

**REQUEST FOR PROPOSALS  
EXECUTIVE SEARCH CONSULTING SERVICES  
FOR THE PRESIDENT OF WEST VIRGINIA STATE UNIVERSITY  
RFP 20 – PRESIDENTIAL SEARCH**

**SECTION 1 – OVERVIEW/INTENT OF RFP**

1.1 The West Virginia State University (WVSU) Board of Governors is seeking an experienced search firm to assist in selecting a president.

1.2 It is the Board of Governors' intent to select and contract with a single executive search Consultant (the Consultant) to work with the Search Committee (the Search Committee or the Committee) and assist the Committee and the Board in the process of selecting a president for WVSU. As directed by the Committee, the principal services of the Consultant will be to advise and assist the Board from the beginning to the end of the process, including but not limited to identifying the qualities desired in a president for this institution, the recommended processes and stages for a search in a determined timeline for all services to be complete for having the new President employed and on campus as early as July 1, 2020, and identifying a diverse set of highly qualified candidates for consideration, including minority and women candidates, initiating contacts with prospective candidates, receiving all nominations and applications, setting and conducting on-campus interviews of candidates, assisting the Search Committee in narrowing the pool of desirable and acceptable candidates based on the qualifications and criteria set by the Search Committee, performing a comprehensive credential review of the finalists prior to any being invited to campus and performing routing functions associated with the search including all usual activities on and off campus needed to complete the search in time for possible employment of a President on or after July 1, 2020. The Committee will consider recommendations from the Consultant on how the search shall be conducted to assure equal opportunity for all. The RFP services shall include at a minimum:

1. Provide a detailed timeline indicating when the scope of services will be completed. Within the schedule, identify the requirements of the Board of Governors, Search Committee and staff liaison.
2. Coordinate regularly with the Search Committee Chair/Co-chairs and the staff liaison on timelines and search progress. Submit reports to the Board of Governors at completion of major milestones or upon request.
3. Develop and recommend recruitment strategies to achieve an appropriate, highly qualified diverse pool of potential candidates, including, but not limited to, minorities and women.

4. Assist in the development of the position announcement for use in national, regional and local publications and websites.
5. Provide a template of letters including response to nominations, letters of rejection and any other appropriate communications.
6. Provide a list of materials to be included in applicant packets.
7. Identify qualified potential candidates and seek nominations. All qualified resumes will be reviewed by the Search Committee.
8. Provide detailed summaries and documents on all candidates including portfolios for the Search Committee.
9. Assist the Search Committee in identifying criteria for scoring materials submitted by the candidates.
10. Assist the Search Committee in the development of interview evaluation materials.
11. Provide training for Search Committee on screening and interviewing processes, paying particular focus on legal aspects of interviewing and process.
12. Assist in the development of a web-based communication plan for the WVSU community.
13. Provide a secure website for posting, reviewing and evaluating applications.
14. Assist with agenda and schedule coordination for semi-finalists (8-10) and finalists (3-4) candidate interviews, to include travel arrangements and briefing of candidates prior to and after the interview.
15. Complete reference and background checks for applicants in accordance with criteria developed by the Board of Governors for the finalists.
16. Maintain regular contact with the candidates to ensure open communication with candidates during the search process.
17. Maintain accurate recordkeeping for all aspects of the search. All information on the candidates shall remain confidential and will be the confidential property of the Board of Governors.
18. Assure that all equal opportunity and affirmative action statutes and guidelines are met throughout the entire search process.
19. Other activities needed for a successful search.

1.3 WVSU was founded under the provisions of the Second Morrill Act of 1890 to provide education to African Americans in agriculture and the mechanical arts. Like many other states at that time, West Virginia maintained a segregated education system. On March 17, 1891, the Legislature passed a bill creating the West Virginia Colored Institute to be located in the Kanawha Valley.

In 1915, the West Virginia Collegiate Institute began offering college degrees. Under the leadership of President John W. Davis, the academic programs were expanded and new buildings were constructed; in 1927 the Institute was accredited by the North Central Association and in 1929 it became West Virginia State College.

After the 1954 United States Supreme Court historic decision of *Brown v. Board of Education* outlawing school segregation, West Virginia State College (WVSC) evolved into a fully accessible, racially integrated, and multigenerational institution. Also, at that time, land-grant status was transferred to West Virginia University due to a decision of the West Virginia Board of Education. WVSC was the only 1890 institution to have its land grant status so transferred. Following a twelve-year effort by former President Hazo W. Carter, Jr., land-grant status was fully restored in 2001 by an Act of Congress under the leadership of the late Senator Robert C. Byrd.

With reinstatement of its 1890 land-grant status, and accompanying federal funding, WVSC strengthened its mission of teaching, research, and service to the community. With the passage of Senate Bill 448 during the 2004 Legislative session, the name of the institution was changed to West Virginia State University.

For nearly 125 years, from its modest beginning, WVSU has emerged into a multipurpose institution serving a diverse student body in Central West Virginia, only 10 miles west of the State Capitol, Charleston. On a small tract of land with one building in Institute, West Virginia, the University has developed into a major educational complex.

WVSU is now a public, non-profit, land-grant academic institution, which offers 22 baccalaureate degree programs and four graduate degree programs in various fields through its four academic colleges (College of Arts and Humanities, College of Business and Social Sciences, College of Natural Sciences and Mathematics, and College of Professional Studies). In Fall 2015, the University's total headcount enrollment stood at 3,166.

The University's Board of Governors consists of 12 members. Nine are appointed by West Virginia's Governor with consent of the West Virginia State Senate. Three members are elected from campus constituent groups: faculty, students, and staff. The Board of Governors employs and supervises the President, and is responsible for policy oversight involving financial, business and educational affairs and decisions of the University. With clear lines of authority, the Board relies on the President and his/her staff to perform all operations of the University. The Board approves long range plans, University policies, ensures financial solvency, and assists in maintaining the relationship between the University and the public it serves. The Board is also responsible for protecting and preserving the assets of the University and it works with the West

Virginia Higher Education Policy Commission, the State's regulatory body for all four-year institutions.

- 1.4 Time is the essence of the contract with a consultant, in order to assure that all search procedures will be complete in time for orderly employment of a new President by July 1, 2020 , or at a later time as extended by written agreement of the Board of Governors as needed for selection of the best candidate for President.

## **SECTION 2 – SPECIFICATIONS/ SCOPE OF WORK**

- 2.1 The Consultant selected for this project shall have extensive experience with academic executive searches, and there will be preference for experience and demonstrated strengths and successes in searches for academic executive administrators. The successful bidder must have well developed search methodologies and candidate research skills, a national network of professional contacts, and a proven ability to identify and attract talented highly qualified individuals to this search process. The successful bidder must demonstrate an understanding of the academic executive search process both on campus and in the national marketplace, including without limitation, executive placements at Historically Black Colleges and Universities (HBCU's).
- 2.2 The Consultant shall work under the direction of the Board of Governors and the Search Committee. The service provided by the Consultant shall include, but may not be limited to the following:
  - A. Recruitment – The Consultant shall actively seek out individuals with superior qualifications and encourage them to become candidates for the position.
  - B. Applications and Nominations – The Consultant shall receive all applications and nominations and maintain a summary list of all candidates. Disclosure of certain information, including information about candidates for the presidential vacancy is confidential and disclosure is prohibited by State law.
  - C. Preliminary Screening – The Consultant shall conduct a preliminary screening of the credentials of the candidates, including a review of information contained on resumes and the knowledge the Consultant has of such individuals and the organizations they have served, prior to any candidate being submitted by the Consultant for consideration by the Committee.
  - D. The Consultant may be requested to make contacts with individuals nominated by others.



E. The Consultant must understand the institutional mission and effectively seek out individuals who can carry out that mission. The Consultant will assist the Committee in reconciling divergent points of view. The university encourages the inclusion of qualified women and minorities in accordance with university affirmative action guidelines and the Higher Education Policy Commission policy on non-discrimination. The finalists should represent a diverse group in terms of gender, race and ethnicity. The finalists should also have a mix of backgrounds and life experiences, as well as varying professional and academic careers and achievements.

2.3 The Consultant may be requested to meet with the Chair of the Board of Governors, the Executive Committee, the Search Committee and the Board of Governors during the early and subsequent phases of the search process in order to become familiar with the search and selection process and procedures, and the qualifications required for the position. Travel expenses may be reimbursed according to the University's Travel Regulation, or may be included in the fee and expense proposal during final negotiations upon mutual agreement of both parties. Monthly report of expenses shall be provided.

### SECTION 3 – SUBMITTING PROPOSALS

3.1 Please submit an original and six (6) copies of the proposal, plus one complete electronic copy. The original proposal should be bound in a three-ring, loose-leaf binder. Cost proposal sealed independently. Proposals will be received until 5:00pm on February 5, 2020. Proposals must be submitted in a sealed envelope or package. Deliver proposals by the specific date and time to:

Peter A. Smith, Controller/CPO  
West Virginia State University  
103 Cole Complex  
P.O. Box 368  
Institute, WV 25112  
Phone: 304-204-4056  
Email: psmith25@wvstateu.edu

3.2 Faxed or electronically transmitted proposals will not be accepted. All documents/information submitted in response to this solicitation will be considered public information unless otherwise noted, pursuant to the West Virginia Freedom of Information Act.

3.3 Communications with employees of WVSU (other than Peter Smith), or with other representatives of the State concerning this request by you or on your behalf, except as is specified in Section 3.4, would not be appropriate during the submission and selection process.

- 3.4 Questions concerning this RFP will be received in writing until 5:00pm on January 30, 2020 and must be directed to:

Peter A. Smith, Controller/CPO  
West Virginia State University  
103 Cole Complex  
P.O. Box 368  
Institute, WV 25112  
Phone: 304-204-4056  
Email: psmith25@wvstateu.edu

- 3.5 Questions will be answered in writing by 5:00pm on February 3, 2020.

#### **SECTION 4 – BIDDER QUALIFICATIONS**

- 4.1 Proposals are being solicited from consultants that are engaged in the business of providing services identified in the RFP. Proposals shall include, at a minimum, the information in Sections 4.2 and 6. Failure to include this information may be grounds for rejection of the proposal.
- 4.2 The proposal shall present evidence that the firm or its officers have been engaged for at least the past three years in providing services as listed in the RFP. Furthermore, all firms responding to the RFP shall experience of offering a similar service. References must be included stating the name, position and telephone number of a contact person.
- 4.3 The bidder shall identify any matter which may affect ability of the bidder to proceed timely in the search process for employment of a President by July 1, 2020, including scheduling of other searches in this period.

#### **SECTION 5 – THE SELECTION PROCESS**

- 5.1 Acceptable proposals will be evaluated by a University committee in accordance with the Higher Education Purchasing Regulations, based on the criteria listed in this RFP.
- 5.2 The Board of Governors and/or Search Committee may elect to interview one or more consultants. Interviews may be conducted in person or by telephone conference call. If interviews are held, final adjustments in the evaluation scoring will be made following the consultant's presentation. The evaluation committee may request additional information prior to making a contract award. In the event that mutually acceptable terms cannot be reached within a reasonable period of time, an authorized representative of the Board of Governors, reserves the right to undertake negotiations with the next most advantageous proposer without undertaking a new procurement process.

- 5.3 Evaluations will be based on overall services to be provided, qualifications, including recent experience, workload of the proposer and costs. The award will not necessarily be made to the consultant submitting the lowest cost proposal. The proposal receiving the highest overall score in the opinion of the Board will be declared the most advantageous firm.
- 5.4 After an award, all proposals will become a matter of public record and open for inspection. After the opening, proposals shall become property of WVSU and will not be returned. The successful firm will receive a purchase order issued by WVSU.

#### **SECTION 6 – PROPOSALS/EVALUATION CRITERIA**

- 6.1 Proposals shall include the following information in the order specified. If the proposer fails to provide any of the following information, the evaluators may, at their option, ask the proposer to provide the missing information or they may evaluate the proposal without the missing information.
1. Management Summary (20 points maximum)
    - A. The proposer shall prepare an organization staffing chart of those employees to be utilized in performing this contract.
    - B. Detailed resumes of key personnel that will be assigned to this engagement, including relevant technical qualifications, and those of principals are required.
  2. Experience and References (20 points maximum)
    - A. Provide a description of your firm's experience with similar engagements, specifically with presidential searches for universities and four-year colleges within the past five years.
    - B. Provide a minimum of three references of previous clients. Include college/university name, contact person, address and phone number.
    - C. Identify any searches by the firm for higher education executives which were substantially undertaken but not completed in the past five years.
  3. Proposed Method (20 points maximum)
    - A. Provide a detailed summary of your approach to complete the work.
    - B. Provide a description of special resources, skills or services of the firm, which are not addressed as part of this RFP, which would be available as part of an agreement with a successful bidder. Please demonstrate any advantages that would be realized by the Board of Governors as result of these identified resources.

C. Provide the current number and nature of searches being conducted by the firm for higher education institutions which are or will be underway in the next 12 months, and provide the names of the institutions involved and who in the firm will conduct those searches and the search for WVSU. (The list may be provided in a sealed envelope separate from the bid.) If other Presidential searches are to be underway, explain how services to the University would be affected.

4. Proposed project schedule with activities listed in each month until May 8, 2020. (20 points maximum)
5. Fee proposal to be submitted in a sealed envelope separate from the technical proposal (20 points maximum).

#### **SECTION 7 – ADDITIONAL INFORMATION**

- 7.1 The Consultant shall reopen and perform a supplemental search at no additional cost in the event the candidate should leave the University or be terminated by the Board of Governors within the first year.
- 7.2 WVSU reserves the right to reject any and all proposals with or without cause, and to waive any irregularities in the responses received as a result of this request, when such irregularities are not in conflict with the West Virginia Code or the Higher Education Purchasing Regulations. In addition, the University reserves the right to make such investigations as it deems necessary as to the qualification of any and all bidders, and to conduct pre-contract negotiations.
- 7.3 Discussions and interviews may be held by authorized persons for the University with firms under final consideration prior to making a selection for award; however, proposals may be accepted without such discussions or interviews.
- 7.4 In the event that mutually acceptable terms cannot be reached within a reasonable period of time, not to exceed five days, WVSU reserves the right to undertake negotiations with the next most advantageous firm without undertaking a new procurement process. The State's WV-96 form is attached to demonstrate the state law and guidelines that must be followed in any contracts presented to WVSU for execution. A copy of additional terms and conditions that firm wished to offer for consideration should be enclosed with the proposal. The successful firm must be a registered vendor with the Purchasing Division, West Virginia Department of Administration, and have a valid vendor number (Attachment F).
- 7.5 Payment of fees and expenses, not to exceed the maximum proposed, will be made upon satisfactory completion of the required services. Progress payments with appropriate hold back amounts to be negotiated, may be approved at the direction of WVSU's Chief Procurement Officer.



**7.6 The following is a list of Attachments that are applicable to this Request for Proposals:**

**Attachment A, Instructions to Bidders**

**Attachment B, Terms and Conditions**

**Attachment C, Agreement Addendum WV-96**

**Attachment D, Purchasing Affidavit**

**Attachment E, Drug Free Workplace Conformance Affidavit**

**Attachment F, Vendor Registration and Disclosure Statement**

## INSTRUCTIONS TO BIDDERS

(purchases greater than \$25,000)

1. **BIDDER'S REPRESENTATIONS:** The bidder, by making a bid, represents that: (a) the bidder has read and understands the bidding documents, terms and conditions, and the Bid is made in accordance therewith; and (b) the bid is based upon the materials, equipment, systems, printing and/or services specified.
2. **QUALITY STANDARDS:** Brand names, when identified, include the standard of quality, performance or use desired. Unless otherwise noted, bids by bidders on equivalents may be considered, provided the bidder furnishes descriptive literature and other proof required by the Buyer. Samples, when required, must be furnished free of charge, including freight. In the event the Buyer elects to contract for a brand purported to be an equivalent by the bidder, the acceptance of the item will be conditioned on the Buyer's inspection and testing after receipt. If, in the sole judgement of the Buyer, the item is determined not to be equivalent, the item will be returned at the Seller's expense and the contract terminated.
3. **SUBMISSION OF BIDS:** The bid, the bid security, if any, and other documents required to be submitted with the bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the bids and shall be identified as a Sealed Bid, and shall include the bid number, the bid opening time, and the bid opening date. Bids shall be delivered and deposited at the designated location prior to the time and date for receipt of bids. Bids received after the time and date for the bid opening will be returned unopened. The bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids. Oral, telephonic, facsimile or telegraphic bids are invalid and will not receive consideration.
4. **MODIFICATION OR WITHDRAWAL OF BIDS:** Prior to the time and date designated for receipt of bids, a bid submitted may be modified or withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the bidder and shall be received prior to the designated time and date for receipt of bids. A modification shall be worded so as not to reveal the amount of the original bid.
5. **OPENING OF BIDS:** Bids shall be publicly opened and read aloud at the designated location for receipt of bids shortly after the time and date bids are due.
6. **REJECTION OF BIDS:** The Buyer shall have the right to reject any and all bids, in whole or part; to reject a bid not accompanied by a required bid security or other data required by the bidding documents; or reject a bid which is in any way incomplete or irregular.
7. **ACCEPTANCE OF BID (AWARD):** It is the intent of the Buyer to award a purchase order to the lowest responsible and responsive bidder provided the bid does not exceed the funds available. The Buyer shall have the right to waive informalities or irregularities in a bid received, and to accept the bid which, in the Buyer's judgement, is in the Buyer's own best interests. All bids are governed by the West Virginia Code and the Procedural Rules of the Governing Board having jurisdiction.
8. **VENDOR REGISTRATION:** Prior to any award for purchases exceeding \$25,000, the apparent successful bidder must be properly registered with the W. Va. Department of Administration, Purchasing Division, and have paid the required vendor registration fee.
9. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
10. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payment may only be made after the delivery and acceptance of goods or services. Interest may be paid for late payment in accordance with the West Virginia Code.
11. **RESIDENT VENDOR PREFERENCE:** A resident vendor preference will be granted upon written request in accordance with the West Virginia Code.
12. **TAX EXEMPTION:** The State of West Virginia, the Governing Board and its institution are exempt from Federal and State taxes and will not pay or reimburse such taxes.

WV-96  
1/1/2019

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

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

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service:

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

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

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

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

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strikethrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General’s authorized representative expressly agree to and knowingly approve those alterations.

State: \_\_\_\_\_

Vendor: \_\_\_\_\_

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

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

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

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

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

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

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

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



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_



**State of West Virginia  
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)

## STATE OF WEST VIRGINIA - PURCHASING DIVISION

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

Before a vendor is eligible to sell goods and/or services to the State of West Virginia, the *West Virginia Code* §5A-3-12 requires all vendors to have on file with the West Virginia Purchasing Division a completed Vendor Registration and Disclosure Statement. All vendors wishing to participate in the competitive bid process and receive purchase orders from the State of West Virginia exceeding \$2,500 in aggregate across all state agencies are required to complete the Vendor Registration and Disclosure Statement (WV-1 form) and pay a \$125.00 annual fee. Payment of the annual fee includes email notifications on bid opportunities based on the commodities and services selected upon registering in the Vendor Self-Service (VSS) portal at [wvOASIS.gov](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 \_\_\_\_\_

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

Payment Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Principle Contact Person \_\_\_\_\_ E-mail \_\_\_\_\_

Contact's Telephone Number \_\_\_\_\_ Contact's Fax Number \_\_\_\_\_

DBA, if any \_\_\_\_\_

Bidding Address \_\_\_\_\_

Ordering Address \_\_\_\_\_

Payment Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Principle Contact Person \_\_\_\_\_ E-mail \_\_\_\_\_

Contact's Telephone Number \_\_\_\_\_ Contact's Fax Number \_\_\_\_\_

2. Vendor Tax Classification:

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

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION  
To Be Completed by the Vendor and Returned to the Purchasing Division

- Small Business [2]** means a business, independently owned or operated by one or more persons who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, which, together with affiliates, has two hundred fifty or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.
- Women-owned Business [3]** means a business concern that is at least fifty-one percent owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least fifty-one percent of the equity ownership interest is owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law.

## (B) Other Federal Designations

Additionally, by providing the following information, I represent that this enterprise is a small business as defined by the *Code of Federal Regulations*, Title 13, Part 121, as appended - which contains detailed industry definitions and related procedures - and/or the characteristics of the enterprise's control, operation and/or ownership are accurately reflected in the information provided. *Check all that apply.*

- Disabled Small Business Ownership [4]
- Veteran Small Business Ownership [5]

**5. Commodity Codes:** You may register for commodity codes for the products and services that you offer, which will provide you with bid opportunity alerts and notifications should you become a paid registered vendor. To perform this function, visit the Vendor Self-Service (VSS) Portal at [wvOASIS.gov](http://wvOASIS.gov).

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

Name	Position	City and State of Residence
------	----------	-----------------------------

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

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

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION  
To Be Completed by the Vendor and Returned to the Purchasing Division

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

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

9. Is the vendor acting as an agent for some other individual, firm or corporation? If yes, attach statement of the principal authorizing such representation.  No  Yes

By signing below and submitting this form, the vendor certifies and acknowledges that: 1) it has obtained all licenses, certifications, and authorizations necessary to lawfully conduct business in the state of West Virginia; and 2) that the assertions made by completing this form and delivering it to the Purchasing Division are accurate and true in accordance with the applicable law and rules. As authorized agent of the vendor named herein, I do solemnly swear that the above information is true and complete, in accordance with *West Virginia Code §5A-3-12(e)*.

In the event that the vendor is applying for certification as a small, women-, or minority-owned business, the vendor's signature below further certifies that: 1) the state in which the vendor has its headquarters or principal place of business does not deny a like certification to a West Virginia based small, women-owned, or minority-owned business; 2) the state in which the vendor has its headquarters or principal place of business does not provide a preference to small, women-owned, or minority-owned firms that is unavailable to West Virginia based businesses; and, 3) that it has read and understands this form, along with the law and rules governing certification as a small, women-owned, or minority-owned business.

\_\_\_\_\_  
*Authorized Agent of Vendor (Print Name)*

\_\_\_\_\_  
*Authorized Agent (Signature)*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

**PURCHASING DIVISION  
USE ONLY**

Vendor ID: \_\_\_\_\_

Check No. : \_\_\_\_\_

Memo No. : \_\_\_\_\_

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

Entered by: \_\_\_\_\_