



REQUEST FOR QUOTATIONS (RFQ) #21179

WV HIGHER EDUCATION POLICY COMMISSION

COVID-19 TESTING SERVICES FOR WV COLLEGE CAMPUSES

PURPOSE AND SCOPE:

The WV Higher Education Policy Commission has an ongoing need for COVID-19 testing for colleges campuses. This RFQ is to obtain the needed testing services. It is anticipated that between 2500-3000 tests will be needed weekly. Testing occurs on campuses Monday through Thursday. Tests are anticipated to be needed throughout the academic year. The number of tests is subject to change based on vaccination rates and local variations in viral positivity. The vendor must be capable of receiving daily overnight shipping of tests or provide courier service for this weekly volume. Shipping or courier services should be included in the quote.

This RFQ will be awarded as an “Open-end Contract” and any/all West Virginia 4-year and 2-year institutions will be eligible to issue Purchase Orders directly to the vendor for the needed amount of tests. See Attachment A for a complete list of schools and their locations.

The Commission desires to make this contract available to private post-secondary institutions in West Virginia. Unless specifically excluded, it will be assumed that these private institutions will be eligible to use this contract.

The intended start date for the contract resulting from this RFQ is July 1, 2021.

BID INFORMATION:

Bids are to be received by the Commission no later than 3:00pm EDST on Wednesday June 2, 2021. Bids will be publicly opened on the date and time identified above. The bids will be opened at the address shown below.

The bid delivery address is:

Mary Blashford
Director of Procurement
1018 Kanawha Blvd., E, Suite 700
Charleston, WV 25301
ATTN: RFQ 21179

Mary Blashford is the sole point of contact for this RFQ. No other communication with Commission staff is permitted. Any unauthorized communication may be reason for vendor disqualification.

Your bid response will be considered a public document. As a public document, it will be disclosed to the public following the bid opening. Submission of any bid constitutes your explicit consent to the public disclosure of your information.

This RFQ contains mandatory provision identified by the use of “will”, “shall” or “must”. Failure to comply with a mandatory provision of the RFQ will result in bid disqualification.

QUESTIONS:

Questions regarding this RFQ are to be submitted to Mary Blashford (mary.blashford@wvhepc.edu) no later than May 20, 2021 by 5:00pm EDST. Any questions received will be answered via an addendum to this RFQ.

DEFINITIONS: The terms listed below shall have the meanings assigned to the below.

“Contract Services” means all services related to COVID-19 testing.

“Pricing Sheet” means the pages, attached hereto as Attachment B, upon which the Vendor should list its proposed price for the Contract Services.”

“Request for Quotation (RFQ)” means the official notice of an opportunity to supply the Commission with services that is offered by the Commission.

“Vendor” means the entity submitting a bid in response to this RFQ, the entity that has been selected as the lowest responsible bidder or the entity that has been awarded the Contract.

QUALIFICATIONS:

The vendor should include information regarding their ability to perform this contract. In addition, a reference where similar testing services are being performed is preferred.

CONTRACT REQUIREMENTS AND DELIVERABLES:

The vendor must be able to provide the following services. All cost information must be provided on the Pricing Sheet provided as Attachment B:

1. Certified/approved laboratory for provision of COVID-19 testing in WV.
2. FDA EUA or approved self-administered covid PCR testing which DOES NOT require health care provider assistance.

3. Overnight shipping by campuses to lab or provide courier/pick up service from schools (shipping or courier to be included in bid price).
4. Easy to use dashboard for individual results updated in real time.
5. 24-48 hour maximum time to results post arrival in lab.
6. Pooled testing strategies are acceptable if the vendor can meet all other criteria.
7. 2500-3000 tests per week with daily overnight shipping or courier services to lab (Monday through Friday)
8. Must be able to provide positive samples to WV state approved laboratory for genetic sequencing using the following guidance:

Container: Primary sample tube or aliquot properly labeled with sample identifiers.

Sample Types: Nasopharyngeal (NP), nasal or oropharyngeal swabs

Storage Media:

- VTM (strongly preferred), AMES or saline
- CAN NOT submit in Hologic Aptima buffer or MTM

Storage Conditions:

- VTM: 2 weeks refrigerated at 4° C, 12 months frozen at -70° C
- Saline or AMES: 7 days at 4° C (Refrigerated specimens preferred, frozen accepted but may have a higher failure rate than refrigerated samples)

Volume: Preferred 2.0-3.0 mL, Minimum 1.0 mL (0.5 mL may be accepted)

PCR Ct Value:

- 30 cycles will be considered for testing.
- Provide RLU value of samples tested by Hologic Aptima (RLU>1100 preferred)

Transport:

- Liquid samples: On ice or cold packs
- Frozen samples: On DRY ice

CONTRACT AWARD:

1. This will be a one (1) year contract with up to three (3) one-year renewals.
2. The vendor must clearly identify all costs for the services requested above on the Pricing Sheet (Attachment B).
3. This contract will be awarded to the lowest cost vendor meeting all qualifications. If a vendor proposes terms and conditions in its' bid response, the Commission will require the vendor to sign a WV96 Agreement Addendum (Attachment C) at the time of award. If the vendor is unable to sign this Addendum, negotiations between the Attorney General's Office and the vendor can be held to come to a point of agreement. The Addendum is shown in Attachment C for example only and does not need to be completed and included with the bid response.
4. The successful vendor will be required to register with the WV Purchasing Division and pay the annual fee.
5. A W-9 will be required (Attachment D)
6. A signed Purchasing Affidavit will be required (Attachment E)
7. The successful vendor will be required to provide a WV Secretary of State Business Certificate.
8. On any contract that has the potential to exceed \$1,000,000, the WV Ethics Commission requires the completion of Attachment F: Disclosure of Interested Parties to Contracts.

PAYMENT FOR SERVICES:

The Commission's preferred method of payment is P-card. Preference may be given to a vendor who accepts the P-card.

VENDOR DEFAULT AND REMEDIES

The vendor will be considered in default if they fail to perform the Contract Services in accordance with the requirements contained in this RFQ. Upon default, the vendor will be given 30 days to remedy any defaults and perform the Contract Services as required. If the vendor fails to remedy any default within the 30 days, the Commission reserves the right to immediately cancel the contract without notice.

GENERAL 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 Commission and approved by the Attorney General.

2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the WV 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 Commission's consent.

5. **CANCELLATION:** The Commission 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, if applicable.

9. **HOLD HARMLESS:** The Commission 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 Commission.

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.

13. **PAYMENTS:** Payments may only be made after the delivery of goods or services.

14. **RENEWAL:** The Contract may be renewed only upon mutual written agreement of the parties.

16. **VENDOR:** For the purposes of these Terms and Conditions, the "Vendor" means the vendor whose bid, has been accepted and has received a lawfully issued Purchase Order from the Commission.

18. **TAXES:** The State of West Virginia (the Commission) 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 Commission 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 Commission resulting from the Vendor's breach of contract.

RFQ 21179 - Attachment A

4-Year Public Institutions

Delivery/Authorized Personnel to receive COVID-19 Testing Supplies

NAME	Name of Authorized Campus Contact to receive COVID-19 Testing Supplies from VAULT	Email Address for Authorized Contact	ADDRESS	CITY	STATE	ZIP
Bluefield State College	Ted Lewis	tlewis@bluefieldstate.edu	219 Rock Street	Bluefield	WV	24701
Concord University	William Fraley	bfraley@concord.edu	Vermillion Street	Athens	WV	24712
Fairmont State University	Matthew Swain	Matthew.Swain@fairmontstate.edu	1201 Locust Avenue	Fairmont	WV	26554
Glenville State College	Tegan McEntire	Tegan.McEntire@glenville.edu	100 High Street	Glenville	WV	26351
Marshall University	Tracy Smith	tsmith@marshall.edu	One John Marshall Drive	Huntington	WV	25755
Shepherd University	Holly Frye	hfrye@shepherd.edu	301 North King Street	Shepherdstown	WV	25443
West Liberty University	Patrick Kelly	patrick.kelly@westliberty.edu	208 University Drive	West Liberty	WV	26074
West Virginia State University	Kerri Blackwell	ablackwell@wvstateu.edu	5000 Fairlawn Avenue	Institute	WV	25112
West Virginia School of Osteopathic Medicine	Ernie Piercy	epiercy@osteowvsum.edu	400 North Lee Street	Lewisburg	WV	24901
WVU Keyser	Diana Niland or Scott McVicker	diana.niland@hsc.wvu.edu scott.mcvicker@mail.wvu.edu	101 Fort Avenue Admin Bldg	Keyser	WV	26726
WVU Beckley	Emily Sands	esands@mail.wvu.edu	410 Neville Street	Beckley	WV	25801

COMMUNITY AND TECHNICAL COLLEGE SYSTEM

Delivery / Authorized Personnel to receive COVID-19 Testing Supplies

Name of College	Name of Authorized Campus Contact to receive COVID-19 Testing Supplies	Mobile Number for Contact	Email Address for Authorized Contact	Delivery Address	Address 2	City	State	Zip	County
Blue Ridge Community and Technical College	Leslie See	540-327-3396	LSEE@blueridgectc.edu	13650 Harvest Drive	MAIN CAMPUS	Martinsburg	WV	25403	Berkeley
Blue Ridge Community and Technical College	Leslie See	540-327-3396	LSEE@blueridgectc.edu	5550 Winchester Avenue		Martinsburg	WV	25405	Berkeley
Blue Ridge Community and Technical College	Leslie See	540-327-3396	LSEE@blueridgectc.edu	109 War Memorial Drive		Berkeley Springs	WV	25411	Morgan
BridgeValley Community and Technical College	George Bossie	304-380-3007	george.bossie@bridgevalley.edu	2001 Union Carbide Drive		South Charleston	WV	25303	Kanawha
BridgeValley Community and Technical College	George Bossie	304-380-3007	george.bossie@bridgevalley.edu	619 2nd Avenue		Montgomery	WV	25136	Fayette
Eastern WV Community and Technical College	Jaennae Snyder	304-851-0412	jaennae.snyder@easternwv.edu	316 Eastern Drive	MAIN CAMPUS	Moorefield	WV	26836	Hardy
Eastern WV Community and Technical College	Jaennae Snyder	304-851-0412	jaennae.snyder@easternwv.edu	150 Providence Lane		Petersburg	WV	26847	Grant
Mountwest Community and Technical College	Rodney Pell	304-360-9154	pellr@mctc.edu	One Mountwest Way	MAIN CAMPUS	Huntington	WV	25701	Cabell
New River Community and Technical College	Robert Runion	304-575-9001	rrunion@newriver.edu	653 Church Street		Lewisburg	WV	24901	Greenbrier
New River Community and Technical College	Robert Runion	304-575-9001	rrunion@newriver.edu	1001 Mercer Street		Princeton	WV	24740	Mercer
New River Community and Technical College	Robert Runion	304-575-9001	rrunion@newriver.edu	6101 Webster Road		Summersville	WV	26651	Nicholas
New River Community and Technical College	Robert Runion	304-575-9001	rrunion@newriver.edu	280 University Drive		Beaver	WV	25813	Raleigh
Pierpont Community and Technical College	Maynard (Chip) Hawlind	304-502-2979	Chip.Hawkins@pierpont.edu	500 Galliher Drive	North Central WV Advanced Technology Center	Fairmont	WV	26554	Marion
Pierpont Community and Technical College	Maynard (Chip) Hawlind	304-502-2979	Chip.Hawkins@pierpont.edu	1201 Locust Avenue		Fairmont	WV	26554	Marion
Pierpont Community and Technical College	Maynard (Chip) Hawlind	304-502-2979	Chip.Hawkins@pierpont.edu	1050 Industrial Road, E	RC Byrd National Aerospace Education Center	Bridgeport	WV	26330	Harrison
Pierpont Community and Technical College	Maynard (Chip) Hawlind	304-502-2979	Chip.Hawkins@pierpont.edu	501 W Main Steet	Gaston Caperton Center	Clarksburg	WV	26301	Harrison
Pierpont Community and Technical College	Maynard (Chip) Hawlind	304-502-2979	Chip.Hawkins@pierpont.edu	200 Jerry Burton Drive	Braxton Co. Center	Sutton	WV	26601	Braxton
Pierpont Community and Technical College	Maynard (Chip) Hawlind	304-502-2979	Chip.Hawkins@pierpont.edu	P.O. Box 83, 205 Minuteman Dr.	Lewis Co. Center	Weston	WV	26452	Lewis
Pierpont Community and Technical College	Maynard (Chip) Hawlind	304-502-2979	Chip.Hawkins@pierpont.edu	1000 Mississippi St	Monongalia Tech Ed. Center	Morgantown	WV	26501	Monongalia
Southern WV Community and Technical College	Brittany Bartram	304-710-5454	Brittany.Bartram@southernwv.edu	2503 Daniel Boone Pkwy	Boone/Lincoln Campus	Foster	WV	25081	Boone
Southern WV Community and Technical College	Brittany Bartram	304-710-5454	Brittany.Bartram@southernwv.edu	81 Lincoln Panther Way	Lincoln Campus	Hamlin	WV	25523	Lincoln
Southern WV Community and Technical College	Brittany Bartram	304-710-5454	Brittany.Bartram@southernwv.edu	431 Running Right Way	Running Right Leadership Academy	Julian	WV	25529	Boone
Southern WV Community and Technical College	Joe Linville	304-546-3044	Joe.Linville@southernwv.edu	2900 Dempsey Branch Road	Logan Campus	Mt. Gay	WV	25637	Logan
Southern WV Community and Technical College	Doug Kennedy	304-688-2027	Doug.Kennedy@southernwv.edu	1601 Armory Drive	Williamson Campus	Williamson	WV	25661	Mingo
Southern WV Community and Technical College	David Lord	304-896-4917	David.Lord@southernwv.edu	128 College Drive	Wyoming/McDowell Campus	Saulsville	WV	25876	Wyoming
Southern WV Community and Technical College	David Lord	304-896-4917	David.Lord@southernwv.edu	One Stadium Drive	McDowell County Career and Technical Center	Welch	WV	24801	McDowell
WV Northern Community College	Jeff Sayre	304-914-0120	jsayre@wncc.edu	1704 Market Street	Wheeling Campus	Wheeling	WV	26003	Ohio
WV Northern Community College	Jeff Sayre	304-914-0120	jsayre@wncc.edu	150 Park Avenue	Weirton Campus	Weirton	WV	26062	Hancock
WV Northern Community College	Jeff Sayre	304-914-0120	jsayre@wncc.edu	141 Main Street	New Martinsville Campus	Martinsville	WV	26155	Wetzel
WVU at Parkersburg	Cody Irick	304-991-2481	cirick1@wvup.edu	300 Campus Drive	MAIN CAMPUS	Parkersburg	WV	26104	Wood
WVU at Parkersburg	Jeannine Ratliffe (second designee)	304-488-2925	jeannine.ratliffe@wvup.edu	107 Academy Drive	Jackson Co. Center	Ripley	WV	25271	Jackson

RFQ 21179 - Attachment B - Pricing Sheet

Vendor Name: _____

Telephone #: _____

Vendor Address: _____

E-mail Address: _____

Addendum #1:
(Initial receipt if applicable) _____

Signature*: _____

Printed Name: _____

***Note:** By signing this Price Sheet I hereby certify that all requirements of the RFQ are met.

Cost per Test: _____

Cost per Pooled Testing: _____

Reference for a contract of similar services:

Name: _____

Company/Institution: _____

Contact Phone # _____

Description of Contract: _____

**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: _____
By: _____
Printed Name: _____
Title: _____
Date: _____

Vendor: _____
By: _____
Printed Name: _____
Title: _____
Date: _____

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table>					-	-		
-	-							
or								
Employer identification number								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td></td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table>						-		
	-							

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 for Part II, later.

Sign Here	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>
------------------	---	---------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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-DIV (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, later.

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 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: (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 _____

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: _____ Address: _____

Name of Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: _____ Date Signed: _____

Notary Verification

State of _____, County of _____:

I, _____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

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

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____