REQUEST FOR BIDS # 102721
SERVICES

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Questions will be received until November 15, 2021

Proposals will be received until November 29, 2021, 3:00PM EST,
REQUEST FOR BIDS

RFB # 102721

SECTION 1: GENERAL INFORMATION AND STANDARD TERMS AND CONDITIONS

1.1 Purpose: Southern West Virginia Community and Technical College is seeking in an RFB for 3 resting ECG machines to be used in a classroom lab setting. These machines need to produce high quality ECG’s at a fast rate without sacrificing accuracy. The machines need to be equipped with smart tools and have a smart design.

1.2 Schedule of Events:

Release of RFB: November 1, 2021
Question Deadline: November 15, 2021
Addendum/Response to Questions: November 22, 2021
Proposal Due Date: November 29, 2021 by 3:00 pm
Target Award Date: December 06, 2021

1.3 Bidder’s Point of Contact: The sole point of contact for questions, clarification and inquiries concerning this Request for Bid (RFB) is:

Velva Pennington
Director of Fleet Management and Purchasing
Email: velva.pennington@southernwv.edu

1.4 Posting of Information: This RFB and any addenda, including answers to questions, will be posted on http://www.southernwv.edu/request-for-quotation/#102721.

1.5 Questions and Answers: Questions concerning this RFB will be received in writing (via e-mail is acceptable) by the point of contact until the deadline identified in Section 1.2. When submitting questions by e-mail, please reference RFB 102721 in the subject line. Questions, if any, will be answered by addendum and posted to the webpage identified in Section 1.4 above.

1.6 Proposal Submission: Deliver an original and one copy of the proposal on or before the date required in Section 1.2. The outside of the envelope should be clearly marked with the RFB number, the bid opening date/time and the Director of Procurement’s name.

BIDS RECEIVED AFTER THE DUE TIME AND DATE WILL NOT BE CONSIDERED.
IT IS THE BIDDER’S SOLE RESPONSIBILITY TO ENSURE TIMELY DELIVERY OF
THE BID.
1.7 Bids shall remain in effect ninety (90) days from the submission date.

1.8 Conflict of Interest: By signing the bid, the bidder affirms that it and its’ officers, members and employees have no actual or potential conflict of interest, beyond the conflicts disclosed in its’ proposal. Bidder will not acquire any interest, direct or indirect, that would conflict or compromise in any manner or degree with the performance of its services under this contract. If any potential conflict is later discovered or if one arises, the bidder must disclose it to the institution promptly.

1.9 Independent Bid: A bid will not be considered for award if the price in the bid was not arrived at independently, without collusion, consultation, communication or agreement as to any matter relating to such prices with any other offer or with any competitor. The price quoted in the bidder’s proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

1.10 Rejection of Bids: The Director of Purchasing reserves the right to accept or reject any or all bids, in part or in whole, at her discretion. The Director reserves the right to withdraw this RFB at any time for any reason. Submission of, or receipt by, the Director confers no rights upon the bidder nor obligates the institution in any manner.

1.11 Expenses: The institution will not be held liable for any expenses incurred by any bidder responding to this RFB including expenses to prepare or deliver the proposal or attend any oral presentation.

1.12 Interviews: Discussions and/or interviews may be held with the bidders under final consideration prior to making a selection for award; however, the RFB may be awarded without such discussions or interviews.

1.13 Oral Statements and Commitments: Any oral representations made or assumed to be made during discussions held between the bidder’s representatives and the institution personnel are not binding. Only the information issued in writing and added to the RFB by an official written addendum is binding.

1.14 Award: It is anticipated that a single contract will be awarded for all services. However, the institution reserves the right to configure the contract in whatever manner is in its’ best interests.

1.15 Public Record: All documents submitted in response to the RFB and any documents created as a result of this RFB are considered public record. All bids, proposals or offers submitted shall become public information and will be available for inspection during normal business hours at the institution.

The only exception for public record is disclosure information listed in WV Code § 29B-1-4. Primarily, only trade secrets are considered exempt from public disclosure.

1.16 Contract Termination for Unavailability of Funds. If funds are not appropriated or allocated for the services provided under this contract, the institution may terminate the contract
at the end of the affected current fiscal period without charge or penalty. The institution shall give the vendor written notice of such non-appropriation or non-allocation of funds as soon as possible after the institution receives notice.

1.17 Contract Termination for Failure to Perform: The institution may terminate the contract resulting from this RFB immediately at any time the vendor fails to meet the terms of the contract.

1.18 Payment of fees will be made upon successful completion of the required services. Progress payments for services satisfactorily completed may be made pursuant to a payment schedule which is deemed satisfactory to the Systems and is included in the bidder's response to this RFB.

1.19 Invoices: The vendor shall submit invoices, in arrears. State law prohibits payment of invoices prior to receipt of services. State law does not provide for interest payments on late payments. Invoices properly prepared and submitted in accordance with the terms and conditions of the contract are usually paid within thirty (30) days.

1.20 Governing Law: This contract shall be governed by the laws of the State of West Virginia.

SECTION 2: ELIGIBILITY REQUIREMENTS

2.1 Vendor Registration – WV Code § 5A-3-12. The West Virginia Code requires that all vendors be registered with the WV Department of Administration, Purchasing Division, prior to receiving a purchase order for competitive products and/or services exceeding $25,000. See Exhibit A.

2.2 Debarment – WV Code §5A-3-33 through §5A-3-33F. Vendors that have been debarred by the federal government are not eligible to offer on or receive contracts to supply goods or services to the state and its subdivision for a specified period of time.

2.3 West Virginia Secretary of State. The vendor must be in compliance with the Secretary of State and should provide a copy of their business license with the proposal. For more information, contact the WV Secretary of State.

2.4 Taxpayer Identification Information. The Internal Revenue Service (IRS) requires the institution to request a taxpayer identification number (TIN) for tax reporting purposes. IRS Form W9 is used to obtain this information. See Exhibit B.

2.5 Purchasing Affidavit – WV State Code §5A-3-10a. WV State Code requires all vendors to submit an affidavit regarding any debt owed to the State. The Affidavit (Exhibit C) should be completed, signed and returned with the bidder’s proposal.

2.6 RFB Response Title Page – The Title Page includes the RFB Number, Addenda Received check boxes, the Bidder’s business name, business address and telephone number, a contact name and e-mail address and includes a signature line and date for the individual authorized to
oblige the business. See Exhibit D.

SECTION 3: BACKGROUND INFORMATION

Southern West Virginia Community and Technical College is a small college based in Logan (Mount Gay), WV is looking to purchase 3 resting ECG machines to be used in one of our allied health program labs.

These machines will be used as part of our Respiratory Care Technology Program. This program is designed to meet the growing needs of the healthcare industry focusing on Respiratory Therapy. These machines will aid our students in learning how to work in all types of healthcare settings to evaluate, treat, and care for patients with breathing or other cardiopulmonary disorders.

SECTION 4: SCOPE OF SERVICES

These machines need to deliver high quality ECG’s at fast speeds and be equipped with smart analysis tools. The ECG machine must also have a smart design such as cleaning, height, and mobility. The ECG machines must meet the following requirements:

- Qty of 3 MACVU360 or Equal Machine/W/Wireless, ACS/Critical Values, External Bar Code
- Qty of 3 MACVU360 Easy Clean Trolley, Height Adjustable with Rear/Front Bins or Equal Equipment
- Qty 3 GE Chart Paper, Red Grid, Header, 300 Sheets/PK, 8Pk/CS or Equal Supplies
- Qty 3 Kendall Gold Resting Tab Electrodes, 100/PK, 20PK.CS or Equal Supplies
- Qty 3 ECG Wi-Fi/Lan GE Install & Configuration Per Cart Charge or Equal Service Provided
- Qty 3 DCAR Clinical Education Remote Training Lab Support 1 Hour or Equal Training Provided
- Qty 3 Battery Flex-3S3P 11.1V 18650 Li-ION SMBUS-MACVU360 Extra Battery or Equal Required Battery

Resting ECG Requirements

General

Instrument type - Microprocessor augmented automatic electrocardiograph; 14-leadwire acquisition with programmable lead configuration

ECG Interpretation - Marquette™ 12SL™ ECG Analysis Program for Adults and Pediatrics
Computerized - 15-lead analysis includes measurements of user-selectable additional 3 leads

Digital Rhythm - Up to 5 minutes of continuous rhythm storage (exportable as a PDF)

Storage  1,000 records

Dynamic Range  AC Differential ± 5mV, DC offset ±300 mV

Common Mode  >130 dB (>100 dB with AC filter Rejection disabled)

Input Impedance  >10MΩ @ 10 Hz

Defibrillation protection  Per IEC 60601-2-25:2011

Patient Leakage  <10 µA

**Acquisition and analysis**

Analog to Digital  2,000 samples/second

Conversion  (0.1192 µV; DC to 500 Hz)

Additional report filters  20 Hz, 40 Hz, 100 Hz, or 150 Hz

**Stored and transmitted waveforms**

Digital Rhythm  1,000 samples/second

waveform (4.88 µV; 0.04, 0.56 ZPD to 150 Hz)

12-lead 500 & 1,000 samples/second

ECG waveform

Representative 500 & 1,000 samples/second (median) complex

**Pace detection**

Pacemaker waveform  75,000 samples/second/channel

Pace Annotation  Dedicated pace channel on display and printed reports

**Display**
Display & Resolution 15.6" LED Full HD 1080P
(1920 x 1080 pixels)

Touch Screen Type Capacitive touch screen. Works while
wearing medical exam gloves

Sensors Accelerometer for putting unit in
standby when display is closed

**Writer**
Type    Integrated thermal dot array

Number of Traces    3, 6, 12, or 15 user selectable

Writer Speeds    5, 12.5, 25, & 50 mm/s

Paper Type Thermal, Z-fold, perforated, fan fold,
300 sheets/pack

Paper Size: Letter: 8.5 in x 11 in (215 mm x 280 mm)
A4: 8.27 in x 11.7 in (210 mm x 297.5 mm)

**Electrical**
Power Supply AC mains or battery operation

Input Voltage 100-240 VAC ±10%

Battery Type Replaceable and rechargeable
internal battery (hot swappable)

**Communications**
ECG Management MUSE™ (v8 or later) with bi-directional

Systems Connectivity orders and ADT support

DICOM SM Bi-directional modality worklist/orders
via GE MUSE (v9 or higher) and GE
DICOM Gateway Pro

Web HTML/web capable for access to MUSE
CV Web (optional)

Wireless LAN Wireless 802.11 a/b/g/n wireless
Connectivity

Certificate Hashing SHA1 and SHA2 support
Algorithms

Wired LAN Compatible to 10Base-T, 100Base-T Connectivity and 1000Base-T LAN

Network Clock Network time synchronization (NTP)

Security & Privacy
Encryption All files containing PHI, local users and passwords

Login Authentication Network: LDAP/Active Directory
Local: User database

User Management Customizable roles for limiting system access by user groups for Admin, Clinical, Service, Biomed, and user defined customized roles

Audit Trail All user logins, logouts and login failures, file deletions, file changes, file views, file acquisitions, file transmissions, file printouts, system configuration changes

Protected Health Controlled by customizable roles

Information (PHI) with configurable advanced strict PHI Access access rules

PHI Access Logs Detailed and exportable logs of all PHI viewing by users

Emergency access Provides access to the device without (STAT mode) providing login credentials to perform emergency tasks such as acquiring an ECG or rhythm while preventing access to any stored patient data, orders, ADT, or 3rd party applications

USB Lockout Software controls to disable USB ports/Connections

Vectorcardiography
Report Formats
Vector loops of
main vector (QRS-STT) Sensitivity
20, 40, 80, or 160 mm/mV
Time Resolution 2 ms

Input Devices
Keyboard Sealed elastomer membrane keyboard
with tactile feedback

Touchscreen Full HD (1080p) projected Capacitive
(PCAP) multipoint touch input that works
while wearing medical exam gloves

Barcode Supported (optional)

Mouse Supported (not included)

Barcode Support
Types Fixed and variable length

Symbologies Code-128, PDF417, Code 39,
Interleaved Code 2 of 5, and Data
Matrix symbology for characters A-Z
(upper case), a-z (lower case), and 0-9
for all supported languages

Acquisition Unit
Quality Indicators Real-time Hookup Advisor with LED
lead quality indicators

Remote control ECG acquisition button, rhythm
acquisition button, stop button

Ingress Protection Level IPx4

Physical Specifications
Weight 75.3 lbs max with adjustable height
premium trolley and one battery

Basic trolley 20.5 x 23.5 x 57 in (52 x 60 x 145 cm)

Easy Clean trolley 19 x 28 x 56-58 in (48 x 71 x 142-147 cm)

Easy Clean trolley 19 x 28 x 56-62 in (48 x 71 x 142-158 cm)
with adjustable height 6 in (16 cm) of height adjustability
SECTION 5: VENDOR INFORMATION AND QUALIFICATIONS

Provide a statement/response to each of the following.

5.1 Provide a complete description of how the work will be conducted including all quality assurances that are provided in the firm's process for this type of work and detail the amount of time and effort that will be required of the entities' personnel. Include in this description an explanation of the tools/technology used to collect/coordinates requested items. If applicable to the RFB.

5.2 Provide a proposed schedule for completion of the services. If applicable to this RFB.

5.3 Provide the names, telephone numbers and mailing addresses of at least one client and the contact person from whom references may be obtained. References should be from clients comparable to the type and scope of services solicited in this RFB.

SECTION 6: BIDDER RESPONSE

6.1 Economy of Preparation: Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder’s ability to satisfy the requirements of the RFB. Emphasis should be placed on completeness and clarity of content.

6.2 A Title Page (Exhibit D) should be provided. The Title Page is the preferred method of providing the bidder's information. If the bidder does not utilize the Title Page, the bid must provide a cover letter with, at a minimum, the signature of an individual authorized to obligate the company and a date.

6.3 The bid will be awarded to the lowest cost vendor meeting all qualifications.

SECTION 7: ADDITIONAL INFORMATION

7.1 By submitting a bid in response to this RFB, a firm shall be deemed to have accepted all the terms, conditions, and requirements set forth in herein unless otherwise clearly noted and explained in writing. Any exception(s) or additional terms and conditions a firm wishes to offer for consideration must be clearly itemized and explained. Otherwise, the RFB in total shall be incorporated into the contract by reference. The Systems may accept or reject the Firm's proposed exceptions as it deems appropriate and in the best interests of the Systems.
7.2 The State's Agreement Addendum (WV-96) is attached to demonstrate the State law and guidelines which must be adhered to in any contracts presented to the Systems for execution (See Exhibit E). A copy of additional terms and conditions that a firm wishes to offer for consideration should be enclosed with the proposal. The West Virginia Attorney General's Office must accept or reject proposed modifications to the WV-96.
STATE OF WEST VIRGINIA - PURCHASING DIVISION

EXHIBIT A

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 www.OASIS.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.

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 §14B-1-6.1.7.

Should you need additional information relating to vendor registration, please visit 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
   Principal 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
   Principal Contact Person
   E-mail
   Contact's Telephone Number
   Contact's Fax Number

2. Vendor Tax Classification:
   - Individual
   - Sole Proprietor
   - Partnership
   - Corporation
   - Board Member
   - Trust
   - Estate
   - Government
   - Medical Corporation
   - Attorney Corporation
   - Non-Profit Organization
   - Payroll
   - Employee
3. Taxpayer Identification Number (TIN): If you have an identification Number, enter it below. All partnerships, corporations, or companies with employees must have an EIN.

[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] EIN

If you do not have an EIN, please enter Social Security number (SSN), Individual Taxpayer Identification Number (ITIN) or Adoptive Identification Number (ATIN) and check the correct below.

[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] (SSN □ ITIN □ ATIN □)

4. (A) Small, Women-Owned, Minority-Owned Businesses

West Virginia Code §5A-3-59 establishes a procurement certification program in West Virginia for small, women-, and minority-owned businesses. Requirements related to the certification program are provided in the West Virginia Code of State Rules §318-2-1 et seq. Note that this certification provides nonresident vendors preference that is equivalent to competing resident (West Virginia) vendors that have applied for resident vendor preference, in accordance with West Virginia Code §5A-3-37. This certification may assist resident small, women-, and minority-owned businesses when soliciting business in other states. If you are renewing your two-year SWAM business certification status, please indicate the appropriate designation below.

Certification of Status (Check all those which apply)

☐ Minority-owned Business [ ] means a business concern that is at least fifty-one percent owned by one or more minority individuals or in the case of a corporation, partnership, or limited liability company or other entity, at least fifty-one percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

☐ “Minority Individual” means an individual who is a citizen of the United States or a noncitizen who is in full compliance with United States Immigration law and who satisfies one or more of the following definitions:

- African American means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
- Asian American means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands, including, but not limited to, Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
- Hispanic American means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
- Native American means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.
VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
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.

☐ (8) 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 www.OASIS.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.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>City and State of Residence</th>
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If the vendor has only one owner/officer, list the name, position, and city and state of residence above and please initial here: __________

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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: __________________________
Request for Taxpayer Identification Number and Certification

1. Name (as shown on your income tax return). Name is required on this line but do not have box for blank.

2. Business name/corporation or single-member LLC

3. Check appropriate box for list of business classification of the person whose name is entered on line 1. Check only one of the following boxes below.

   - Individual, sole proprietor or single-member LLC
   - S Corporation
   - C Corporation
   - Corporation
   - Partnership
   - Trust/estate

4. Exemptions (codes apply only to charitable entities, not individuals; see instructions page 3)

   - Exempt organizations (EINs)

5. Address (number, street, and apt. or suite no. See instructions)

6. City, state, and ZIP code

7. Taxpayer identification number (TIN) ( optional)

Part I: Taxpayer Identification Number (TIN)

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

Part II: Certification

Under penalties of perjury, I certify that:

1. The name shown on this form is my correct taxpayer identification number (or I am using a number to be issued to me) and 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.

2. I am a U.S. citizen or other U.S. person (defined below) and I am not subject to backup withholding because I have not 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

Signature of U.S. person

Date

General Instructions

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

Refer to 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 requested) 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 another payor, payable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross payments)
- 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 1098-A (acquisition or abandonment of securities)

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.
By signing the filed-out form, you:

1. Certify that the TIN you are giving is correct (you are waiting for a number to be issued).

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income (from a U.S. trade or business) is subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA codes are entered on this form if any indicating that you are exempt from the FATCA reporting, if correct. See What is FATCA, new, for further information.

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

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

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association organized or created in the United States or under the laws of a foreign country; and
- A estate (other than a foreign estate or trust); and
- A domestic trust (as defined in Regulations section 1.7701-7).

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

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

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust.
- In the case of a U.S. trust that is a grantor trust, the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.
- Foreign person, if you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8828 (see Pub. 1312, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien who becomes a resident alien in the coming years of a tax treaty to claim an exemption from U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax for certain types of income even after the treaty has otherwise become a U.S. resident alien for tax purposes.

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

1. The treaty country.
2. The treaty country.
3. The amount of income or gain subject to the exception.
4. The type of income or gain subject to the exception.
5. The treaty article under which you obtained the exemption from tax as a nonresident alien.
6. The treaty article under which you obtained the exemption from tax as a nonresident alien.
7. The treaty article under which the exemption from tax under the terms of the treaty article.

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

If you are a nonresident alien or a foreign entity, give the requestor the appropriate completed Form W-8 or Form 8828.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, interest and interest, and dividend payments from fishing boat operated, real estate transactions are nonsubject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requestor;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requestor that you furnished an incorrect TIN;
4. The IRS tells the requestor that you furnished an incorrect TIN because you did not report all your interest and dividends on your return (for reportable interest and dividend accounts opened after 1988 only); or
5. You do not certify or re-certify that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened before 1988 only).

Certain payments and payments are exempt from backup withholding. See Exempt payments code, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are required United States persons. Certain payments are exempt from FATCA reporting. One section of the FATCA reporting code, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You may provide updated information to any person to whom you claimed to be an exempt person if you no longer claim to be an exempt person. In addition, you must furnish a new Form W-9 if the name or TIN changes for an exempt person, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requestor, you are subject to a penalty of $500 for each such failure unless the failure is due to reasonable cause and not to willful neglect.

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

Line 1
You must enter one of the following on this line; do not leave this line blank. The name must match the name on your tax return.

- If the Form W-8 is for a joint account (other than an account maintained by a foreign financial institution (FFI), list each, and then divide, the name of the person or entity whose number you entered in Part I of Form W-8, if you are providing Form W-8 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-8.
- **Individual**
- **Corporation**
- **Limited liability company**
- **Attendance**
- **Partnership**
- **Trust**

**Note:** If the entity is an exempt organization. Enter the appropriate type in the space on line 3 of Part I of Form W-8. If you have added the name to the IRS database, enter the name as it was entered on the IRS database.

- **Limiting liability company**
- **Corporation**
- **Individual**
- **Attendance**

**Note:** If the entity is a limited liability company, enter the appropriate type in the space on line 3 of Part I of Form W-8. If you have added the name to the IRS database, enter the name as it was entered on the IRS database.

Line 2

- If the entity is a corporation, enter the name on the tax return.
- If the entity is an LLC, enter the name on the tax return.
- If the entity is a partnership, enter the name on the tax return.
- If the entity is a trust, enter the name on the tax return.

**Note:** If the entity is an exempt organization, enter the appropriate type in the space on line 3 of Part I of Form W-8. If you have added the name to the IRS database, enter the name as it was entered on the IRS database.

- **Corporation**
- **Individual**
- **Attendance**
- **Partnership**
- **Trust**

**Line 3, Exemptions**

- If you are exempt from backup withholding and/or FATCA reporting, enter the appropriate code that may apply to you.

- **Exempt payee code:**
- **General:**
- **Corporation**
- **Individual**
- **Attendance**
- **Partnership**
- **Trust**

**Note:** If the entity is an exempt organization, enter the appropriate type in the space on line 3 of Part I of Form W-8. If you have added the name to the IRS database, enter the name as it was entered on the IRS database.

- **Corporation**
- **Individual**
- **Attendance**
- **Partnership**
- **Trust**

**Line 4, Exemptions**

- If you are exempt from backup withholding and/or FATCA reporting, enter the appropriate code that may apply to you.

- **Exempt payee code:**
- **General:**
- **Corporation**
- **Individual**
- **Attendance**
- **Partnership**
- **Trust**

**Note:** If the entity is an exempt organization, enter the appropriate type in the space on line 3 of Part I of Form W-8. If you have added the name to the IRS database, enter the name as it was entered on the IRS database.

- **Corporation**
- **Individual**
- **Attendance**
- **Partnership**
- **Trust**

**Line 5**

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

**Line 5**

- Check the appropriate box on line 5 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 5.

- **Corporation**
- **Individual**
- **Attendance**
- **Partnership**
- **Trust**

**Note:** If the entity is an exempt organization, enter the appropriate type in the space on line 3 of Part I of Form W-8. If you have added the name to the IRS database, enter the name as it was entered on the IRS database.

- **Corporation**
- **Individual**
- **Attendance**
- **Partnership**
- **Trust**

**Line 6**

- If the entity is a corporation, enter the name on the tax return.
- If the entity is an LLC, enter the name on the tax return.
- If the entity is a partnership, enter the name on the tax return.
- If the entity is a trust, enter the name on the tax return.

**Note:** If the entity is an exempt organization, enter the appropriate type in the space on line 3 of Part I of Form W-8. If you have added the name to the IRS database, enter the name as it was entered on the IRS database.

- **Corporation**
- **Individual**
- **Attendance**
- **Partnership**
- **Trust**

**Line 7, Exemptions**

- If you are exempt from backup withholding and/or FATCA reporting, enter the appropriate code that may apply to you.

- **Exempt payee code:**
- **General:**
- **Corporation**
- **Individual**
- **Attendance**
- **Partnership**
- **Trust**

**Note:** If the entity is an exempt organization, enter the appropriate type in the space on line 3 of Part I of Form W-8. If you have added the name to the IRS database, enter the name as it was entered on the IRS database.

- **Corporation**
- **Individual**
- **Attendance**
- **Partnership**
- **Trust**

**Line 8**

- If the entity is a corporation, enter the name on the tax return.
- If the entity is an LLC, enter the name on the tax return.
- If the entity is a partnership, enter the name on the tax return.
- If the entity is a trust, enter the name on the tax return.

**Note:** If the entity is an exempt organization, enter the appropriate type in the space on line 3 of Part I of Form W-8. If you have added the name to the IRS database, enter the name as it was entered on the IRS database.

- **Corporation**
- **Individual**
- **Attendance**
- **Partnership**
- **Trust**

**Line 9**

- If the entity is a corporation, enter the name on the tax return.
- If the entity is an LLC, enter the name on the tax return.
- If the entity is a partnership, enter the name on the tax return.
- If the entity is a trust, enter the name on the tax return.

**Note:** If the entity is an exempt organization, enter the appropriate type in the space on line 3 of Part I of Form W-8. If you have added the name to the IRS database, enter the name as it was entered on the IRS database.

- **Corporation**
- **Individual**
- **Attendance**
- **Partnership**
- **Trust**

**Line 10**

- If the entity is a corporation, enter the name on the tax return.
- If the entity is an LLC, enter the name on the tax return.
- If the entity is a partnership, enter the name on the tax return.
- If the entity is a trust, enter the name on the tax return.

**Note:** If the entity is an exempt organization, enter the appropriate type in the space on line 3 of Part I of Form W-8. If you have added the name to the IRS database, enter the name as it was entered on the IRS database.

- **Corporation**
- **Individual**
- **Attendance**
- **Partnership**
- **Trust**

**Line 11**

- If the entity is a corporation, enter the name on the tax return.
- If the entity is an LLC, enter the name on the tax return.
- If the entity is a partnership, enter the name on the tax return.
- If the entity is a trust, enter the name on the tax return.

**Note:** If the entity is an exempt organization, enter the appropriate type in the space on line 3 of Part I of Form W-8. If you have added the name to the IRS database, enter the name as it was entered on the IRS database.

- **Corporation**
- **Individual**
- **Attendance**
- **Partnership**
- **Trust**

**Line 12**

- If the entity is a corporation, enter the name on the tax return.
- If the entity is an LLC, enter the name on the tax return.
- If the entity is a partnership, enter the name on the tax return.
- If the entity is a trust, enter the name on the tax return.

**Note:** If the entity is an exempt organization, enter the appropriate type in the space on line 3 of Part I of Form W-8. If you have added the name to the IRS database, enter the name as it was entered on the IRS database.

- **Corporation**
- **Individual**
- **Attendance**
- **Partnership**
- **Trust**

**Line 13**

- If the entity is a corporation, enter the name on the tax return.
- If the entity is an LLC, enter the name on the tax return.
- If the entity is a partnership, enter the name on the tax return.
- If the entity is a trust, enter the name on the tax return.

**Note:** If the entity is an exempt organization, enter the appropriate type in the space on line 3 of Part I of Form W-8. If you have added the name to the IRS database, enter the name as it was entered on the IRS database.

- **Corporation**
- **Individual**
- **Attendance**
- **Partnership**
- **Trust**
The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

<table>
<thead>
<tr>
<th>IF the payment is for...</th>
<th>THEN the payment is exempt for...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest and dividend payments</td>
<td>All exempt payees except for 7</td>
</tr>
<tr>
<td>Broker transactions</td>
<td>Exempt payees 1 through 4 and 6 through 11 and all of 12</td>
</tr>
<tr>
<td>Issuer exchange transactions and patronage dividends</td>
<td>All exempt payees except for 7</td>
</tr>
<tr>
<td>Payments over $600 required to be reported, and direct sales over $5,000</td>
<td>Generally, exempt payees 1 through 4</td>
</tr>
<tr>
<td>Payments made in settlement of payment card or third party network transactions</td>
<td>Exempt payees 1 through 4</td>
</tr>
</tbody>
</table>

1 See Form 1099-MISC, Miscellaneous Income, and its instructions.
2 However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments; attorney fees; gross proceeds paid to an attorney reportable under section 6041(b); and payments for services paid by a federal executive agency.
3 Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by a foreign financial institution. Therefore, if you are only submitting this form for accounts held in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A register may indicate that a code is not required by providing you with a Form W-8 with "Not Applicable" or any similar indication written or printed on the line for a FATCA exemption code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN), your federal employer identification number (EIN), or your foreign taxpayer identification number. If you do not have an SSN, see How to Get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN or EIN. If the owner has an EIN, do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: Enter What Name and Number "To Give the Requester," later, for further clarification of names and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, go to Form SS-5, Application for a Social Security Card, from your local SSA office or get the form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Form to view, download, or print Form W-7 and/or Form SS-4. Once you can go to www.ssa.gov/Form to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-8 but do not have a TIN, apply for a TIN and file "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily traded instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide the TIN to the requester. Note: Filing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

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

Part II. Certification

To establish the withholding agent that you are a U.S. person, or resident alien, sign Form W-8. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part 1 shall sign (when required). In the case of a joint account identified on line 1 must sign, exempt payees, see exempt payee code, apply.

Signature requirements. Complete the certification as indicated in items 1 through 8 below.
1. Interest, dividend, and broker exchange accounts opened before 1984 and broker accounts opened since 1984.

2. Interest, dividend, broker, and broker exchange accounts opened after 1984 and broker accounts considered inactive during 1984. You must sign the certification or backup withholding will apply.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have previously given an incorrect TIN. "Other payments" include payments made in the course of the taxpayer's trade or business for rents, royalties, goods (other than ties for purchases), medical and health care services (including payments to corporations), payments to a employee for services, payments made in settlement of payment under contract and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (excluding payments to corporations).

5. Mortgage industry paid by you, acquisition or abandonment of real property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

<table>
<thead>
<tr>
<th>For this type of account</th>
<th>Give name and SSN or</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Individual</td>
<td>The individual</td>
</tr>
<tr>
<td>2. Two or more individuals (or account holder) respectively</td>
<td>The individual</td>
</tr>
<tr>
<td>3. Two or more U.S. persons (or account holder) respectively</td>
<td>The individual</td>
</tr>
<tr>
<td>4. Custodial account</td>
<td>The minor</td>
</tr>
<tr>
<td>(Uniform Gift to Minor Act)</td>
<td>The grantor</td>
</tr>
<tr>
<td>5. The usual bank savings trust</td>
<td>The trustee</td>
</tr>
<tr>
<td>(trustor also trustee)</td>
<td>The school owner</td>
</tr>
<tr>
<td>6. Self-ownership or disregarded</td>
<td>The owner</td>
</tr>
<tr>
<td>entity owned by an individual</td>
<td>The grantor</td>
</tr>
<tr>
<td>7. Grantor (or under Optional Form 1099-INT Method 1 (see Regulations section 1.6049-1(A)))</td>
<td>The grantor</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>For this type of account</th>
<th>Give name and TIN or</th>
</tr>
</thead>
<tbody>
<tr>
<td>8. Disregarded entity not owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>9. A small business, estate, or pension trust</td>
<td>Legally</td>
</tr>
<tr>
<td>10. Corporation or LLC, etc.</td>
<td>The corporation</td>
</tr>
<tr>
<td>11. Association, club, professional, or other tax-exempt organization</td>
<td>The organization</td>
</tr>
<tr>
<td>12. Partnership or multi-member LLC</td>
<td>The partnership</td>
</tr>
<tr>
<td>13. A broker or registered nominee</td>
<td>The broker or registered nominee</td>
</tr>
</tbody>
</table>

For this type of account | Give name and EIN of |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>14. Account held as Trustee of a trust in the name of a public entity (such as a state or local government, school district, or hospital).</td>
<td>The trust</td>
</tr>
<tr>
<td>15. Grantor (or under Optional Form 1099-INT Method 1 (see Regulations section 1.6049-1(A)))</td>
<td>The trust</td>
</tr>
</tbody>
</table>

List first and circle the name of the person whose name you furnish. If any one person on a joint account has an SSN, that person's name must be included. Circle the minor's name and furnish the minor's SSN.

You must show your individual name and you may also enter your business or D.B.A. name as the "Business name/designated entity" same line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

List first and circle the name of the trust, estate, or pension trust. Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title. Also see Special rules for partnerships, estates.

Note: The grantor also must provide a Form W-9 to insures of trust. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft:

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

To reduce your risks:

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

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

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

For more information, see Pub. 507, Identity Theft Information for Taxpayers.

Victims of Identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free help line at 1-877-777-4-TAX or 1-TAX/1-TDD 1-800-908-4490.

Protect yourself from suspicious emails or phone schemes. Phishing is the creation and use of small and web sites designed to mimic legitimate business emails and websites. The most common is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.
The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through small or ask taxpayers for the PIN number, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) by calling 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@us foothall.gov or report them at www.ftc.gov/Complaint. You can contact the TIGTA at www.tgta.gov or TOLL-FREE (877) TIGTA-101 (877-844-8321). If you have been the victim of identity theft, see www.ohip.gov/ft/garst.gov and Pub. 5027.

Visit www.usa.gov/identity/theft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6103 of the Internal Revenue Code requires you to provide your current TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you. Mortgage interest you paid, the acquisition or abandonment of secured property, the cancellation of debt, or contributions you made to an IRA, Archer MSP, or HSA. The person collecting this form may use the information on the form to file information returns with the IRS, reporting the above information.

Additional uses of this information include giving it to the Department of Justice for civil and criminal litigation and to other entities, the District of Columbia, and U.S. agencies and possessions for use in administering their laws. The information may be disclosed to other entities under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a return. Under section 6662, taxpayers must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.
STATE OF WEST VIRGINIA
Purchasing Division

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 been resolved 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, penalty, 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 arising in policy default, as defined in W. Va. Code § 23-2a-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, cooperation, partnership, association, limited liability company or any other form of business association or other entity otherwise, 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 resolving 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 §§31-5-9) 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__.

APPEND SEAL HERE

NOTARY PUBLIC ____________________________

Purchasing Affidavit [Revised 01/19/2016]
EXHIBIT D

TITLE PAGE

The undersigned declares that he/she has read the RFP and that the following proposal is submitted as a good faith response.

The undersigned declares that he/she has the authority to obligate the company.

The undersigned acknowledges receipt of the following addenda, if released. If no addenda are released, this section is to be left blank:

Addendum 1 ____________ (initial receipt)
Addendum 2 ____________ (initial receipt)
Addendum 3 ____________ (initial receipt)

(Signature of Signee)

(Name of Signee)

(Title)

(Company Name)

(Street Address)

(City, State, Zip)

(Telephone Number)

(E-mail)

(Date)
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 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 agrees to 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 dominant over any conflicting 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. If the funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void unless such expiration occurs during the current fiscal year. In that case, the State may notify the Vendor of an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-propriation 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 by 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 State of 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 or any order of any court of equity 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 laws 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 West Virginia.

8. RISK SHARING — Any provision requiring the State to bear the costs of all or a majority of business/financial 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 provision requiring the State to pay Federal, State or local taxes or the 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. WAIVER — Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

1 | Page
12. STATUTE OF LIMITATIONS—Any clause 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 the Contract to another State agency, based on or conditioned upon any (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 others or the Vendor's benefit is deleted.

16. RIGHT TO POSSESSION NOTICES—Any provision for possession of equipment without notice is hereby deleted. However, the State does recognize a right of possession 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 or any part thereof are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-1-1, et seq.) and public procurement laws. This Contract and any other public record 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 machinery, software, authorized, or web-linked terms and conditions presented or required before using such software conflict with any terms 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, Rules to identify language being added and strike-through 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.