

**REQUEST FOR PROPOSALS**  
**WEST VIRGINIA HIGHER EDUCATION POLICY COMMISSION**  
**RFP #22096 NET PRICE CALCULATORS**

Table of Contents

Section 1	General Information and Standard Terms and Conditions.....	Page 2
Section 2	Eligibility Requirements.....	Page 7
Section 3	Background Information.....	Page 8
Section 4	Scope of Services.....	Page 8
Section 5	Vendor Information and Qualifications.....	Page 11
Section 6	Bidder Responses and Evaluation Criteria.....	Page 12

Exhibits:

Exhibit A	Email Bid Submission Instructions
Exhibit B	Taxpayer Identification Form W9
Exhibit C	Purchasing Affidavit
Exhibit D	Title Page
Exhibit E	Agreement Addendum

Questions will be received until December 29, 2021, 5:00PM EST

Proposals will be received until January 26, 2022, 3:00PM EST,

**REQUEST FOR PROPOSALS**  
**WEST VIRGINIA HIGHER EDUCATION POLICY COMMISSION**  
**RFP #22096 NET PRICE CALCULATORS**

**SECTION 1: GENERAL INFORMATION AND STANDARD TERMS AND CONDITIONS**

1.1 Purpose: The West Virginia Higher Education Policy Commission (Commission) provides system level oversight and support to postsecondary academic institutions in the state. The Commission further provides policy direction and initiatives that support an array of institutional, academic research and economic development programs. The Commission seeks a vendor to provide net price calculators to institutions of higher education under the Commission and for those under the Council for Community and Technical College Education (Council) that will meet the requirements of the Higher Education Opportunity Act.

1.2 Schedule of Events:

Release of RFP: December 10, 2021

Question Deadline: December 29, 2021, by 5:00 pm EST

Addendum/Response to Questions: January 7, 2022

Proposal Due Date: January 26, 2022, by 3:00 pm EST

Target Award Date: March 1, 2022

1.3 Bidder's Point of Contact: The sole point of contact for questions, clarification and inquiries concerning this Request for Proposal (RFP#22096) is:

Mary Blashford  
Director of Procurement  
1018 Kanawha Blvd., E Suite 700  
Charleston, WV 25301  
E-mail: mary.blashford@wvhepc.edu  
Phone: 304-553-1813

A Bidder, or anyone acting on the Bidder's behalf, may not make any contact whatsoever with any staff member of the WV Higher Education Policy Commission other than the Director of Procurement concerning the requested services, terms or conditions set forth in the RFP. Violation of this clause may result in the rejection of the bid.

1.4 Posting of Information: This RFP and any addenda, including answers to questions, will be posted at: <http://www.wvhepc.edu/resources/purchasing-and-finance/>

1.5 Questions and Answers: Questions concerning this RFP 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 RFP 22096 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: Proposals may be emailed to: [bid.receipt@wvhepc.edu](mailto:bid.receipt@wvhepc.edu) OR mailed/delivered on or before the date required in Section 1.2.

For email submissions, please see Exhibit A for guidelines

For mailed/delivered submissions, the outside of the envelope should be clearly marked with the RFP number, the bid opening date/time and the Director of Procurement's name. In addition, a digital copy of the proposal should be submitted; the preferred method for submission of the digital copy is by flash/thumb drive which should be included with the original proposal.

**NOTE: IF SUBMITTING THE BID ELECTRONICALLY, ALL PRICES ARE TO BE PROVIDED IN A SEPARATE EMAIL LABELED RFP 22096 PRICING. IF SUBMITTING BY MAIL/DELIVERY, COST MUST BE IN A SEPARATE SEALED ENVELOPE LABELED AS PRICING INFORMATION.**

**PROPOSALS RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE CONSIDERED. IT IS THE BIDDER'S SOLE RESPONSIBILITY TO ENSURE TIMELY DELIVERY OF THE PROPOSAL.**

1.7 Proposals shall remain in effect ninety (90) days from the submission date.

1.8 Conflict of Interest: By signing the proposal, 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 state promptly.

1.9 Independent Proposal: A proposal will not be considered for award if the price in the proposal 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 Exceptions and Clarifications: By submitting a proposal in response to this RFP, 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 RFP in total shall be incorporated into the contract by reference. The state may accept or reject the Firm's proposed exceptions as it deems appropriate and in the best interests of the Commission.

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 Commission for execution (See Exhibit E).

1.11 Rejection of Proposals: The Director of Procurement reserves the right to accept or reject any or all proposals, in part or in whole, at her discretion. The Director reserves the right to withdraw this RFP at any time for any reason. Submission of, or receipt by, the Director confers no rights upon the bidder nor obligates the State in any manner.

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

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

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

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

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

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. **Do not submit material you consider to be confidential, a trade secret or otherwise not subject to public disclosure.**

1.17 Contract: The RFP and the bidder's response will be incorporated into the contract by reference. The order of precedence is the contract, the RFP and any addendum and the bidder's proposal in the response to the RFP.

1.18 Contract Term: This contract will be effective on award and the initial contract term extend for one (1) year. This contract may be renewed upon mutual written consent of the state, the vendor and the Attorney General's Office (Attorney General approval is as to form only).

1.19 Contract Renewal: Any request for renewal should be delivered thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. Contract renewals shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified, renewal of the contract is limited to Four (4) successive one (1) year periods.

1.20 Contract Changes: Any changes to the original contract will be made via a Change Order issued by the state. No change is official until a signed Change Order is produced.

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

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

1.23 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 state and is included in the bidder's response to this RFP.

1.24 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.

1.25 Payment in Arrears: Payments for goods/services will be made in arrears only upon receipt of a proper invoice detailing the goods/services provided. Payments for software maintenance, licenses or subscriptions may be paid annually in advance.

1.26 Taxes: The State of WV is exempt from federal and state taxes and will not pay or reimburse such taxes.

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

1.28 Arbitration: Any references made to arbitration contained in the contract or other documents pertaining to this contract are hereby deleted, void and of no effect.

1.29 Subsequent Forms: The terms and conditions contained in the contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by the vendor including price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of a vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

1.30 Assignment: Neither this contract, nor any monies due, or to become due hereunder, may be assigned by the vendor without the express written consent of the state and the Attorney General's Office (as to form only).

1.31 Privacy, Security, and Confidentiality: The vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the state, unless the individual who is the subject of the information consents to the disclosure in writing.

1.32 Indemnification: The vendor agrees to indemnify, defend, and hold harmless the State, its officers and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the contract in a manner not authorized by the contract, or by federal or state statutes or regulations; and (3) Any failure of the vendor, its officers, employees or subcontractors to observe state and federal laws including, but not limited to, labor and wage and hour laws.

1.33 Licensing: In accordance with WV Code of State Rules §148-1-6.1.e, vendor must be licensed and in good standing in accordance with any and all state laws and requirements including, but not limited to, the WV Secretary of State Office, the WV Tax Department, West Virginia Insurance Commission, and any other state agency.

1.34 Background Check: In accordance with WV Code §15-2D-3, the state reserves the right to prohibit a service provider's employees from accessing sensitive or critical information based upon results addressed from a criminal background check.

## **SECTION 2: ELIGIBILITY REQUIREMENTS**

2.1 Ineligible Bidders – Current employees of WVHEPC, the ten 4-year institutions, the nine community and technical colleges that make up the consortium (see Section 4.1.1), and Bridging the Gap Project partners will be excluded from consideration.

2.2 Participation – WVHEPC encourages participation by Historically Black Colleges and Universities and other minority institutions, as well as small businesses owned and controlled by socially and economically disadvantaged individuals

2.3 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 <http://www.state.wv.us/admin/purchase/vrc/default.html> for additional vendor registration information.

2.4 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.

2.5 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.

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

2.7 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.

2.8 RFP Response Title Page – The Title Page includes the RFP 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 obligate the business. See Exhibit D.

2.9 Interested Party Disclosure – WV Code §6D-1-2 requires that a vendor submit a disclosure of interested parties for any contract that is estimated to have a value of \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contact award.

### **SECTION 3: BACKGROUND INFORMATION**

3.1 In 2008, Congress enacted new rules that require all colleges and universities that accept federal support to place “net price calculators” on their website. The calculators required by the Higher Education Opportunity Act (HEOA) should “help current and prospective students, families and other consumers estimate the individual net price of an institution of higher education for a student. The calculator shall be developed in a manner that enables current and prospective students, families and consumers to determine an estimate of a current or prospective student’s individual net price at a particular institution.” (P.L. 110-315, sec. 132 (h) (1)).

This RFP is the instrument the Commission is utilizing to provide the needed net price calculators.

The current net price calculator contract is with Campus Logic and will expire June 30, 2022. This RFP will be awarded by March 1, 2022, and will provide the institutions with the proper amount of lead time to work with the new vendor so that the new net price calculators can go live on July 1, 2022. This will ensure that there is no disruption of service between the old contract and the new contract. It will also allow the institutions to remain in compliance with the Higher Education Act.

### **SECTION 4: SCOPE OF SERVICES**

This RFP may contain mandatory provisions identified by the use of the words “must, will and shall”. Failure to comply with a mandatory term in the RFP will result in bid disqualification.

4.1 The Commission is seeking proposals from experienced vendors to assist in providing an affordable, yet robust, customized net price calculator (NPC) for each of the Commission institutions, Council institutions and other independent not-for-profit institutions of higher education located in West Virginia if they wish to participate in this contract.



4.1.1 The institutions included in the RFP are as follows:

1. Commission institutions:
  - Bluefield State College
  - Concord University
  - Fairmont State University
  - Glenville State College
  - Marshall University
  - Shepherd University
  - West Liberty University
  - West Virginia School of Osteopathic Medicine
  - West Virginia State University
  - West Virginia University
2. Council institutions:
  - Blue Ridge Community and Technical College
  - Bridge Valley Community and Technical College
  - Eastern WV Community and Technical College
  - Mountwest Community and Technical College
  - New River Community and Technical College
  - Pierpont Community and Technical College
  - Southern WV Community and Technical College
  - WV Northern Community College
  - WVU at Parkersburg
3. The independent not-for-profit institutions are also eligible to use this contract if they wish to do so.

4.2 The vendor, shall, at a minimum, provide the following:

- 4.2.1. Provide a product description and demonstration.
- 4.2.2. Provide a NPC that meets all requirements of the HEOA.
- 4.2.3. Provide all services to design, develop and install a customizable West Virginia version of an NPC that can be updated annually (or more often if necessary, as determined by the institution) for the institutions listed above that wish to take advantage of this agreement.
- 4.2.4. The NPC shall consider and include all financial aid available at the institution, system, and state level. These include, but are not limited to:
  - a. PROMISE Scholarship
  - b. Higher Education Grant

- c. Federal Programs
- d. Institutional Financial Aid

4.2.4.1 The PROMISE Scholarship is a merit-based state scholarship program that requires high school seniors to have a 3.0 overall and core cumulative high school grade point average and reach a minimum composite score and a minimum sub- score in each section of either the ACT or SAT in order to qualify for \$4,750 for tuition and fees, whichever is less.

4.2.4.2 The Higher Education Grant program is a need-based state grant program that requires students to file the FAFSA by April 15 and have an EFC under 12,000 to be eligible for \$3,000 for West Virginia residents.

4.2.5 The NPC must be compatible with multiple internet browsers and mobile devices.

4.2.6 Certification that the vendor understands all financial aid available at the institution, system and state level as described.

4.2.7 Certification that the product is compatible with the major internet browsers and mobile devices. Vendor should clearly identify what browsers and devices are compatible.

4.2.8 A clear detail of vendor obligations regarding updates along with responsibilities of individual institutions.

4.2.9 Include a statement which discusses how the organization will assure the privacy and confidentiality of all student and parent information.

4.2.9.1 The proposal must ensure that data collected will reside with the individual institution and shall not be sold, traded or transferred to any other entity.

4.2.9.2 The product may not solicit for any for-profit entity including, but not limited to, companies offering fee based financial aid or student loan services.

4.2.10 A list of all third parties or subcontractors that would be relied upon or incorporated into this relationship and their respective roles.

4.2.11 Describe the features of your NPC that are focused on ensuring a positive user experience and accurate data entry.

4.2.12 Describe the reporting functionality.

## **SECTION 5: VENDOR INFORMATION AND QUALIFICATIONS**

Provide a statement/response to each of the following:

5.1 Identify and provide a statement of qualifications of individuals that includes a description of the experience and qualifications of the project managers and other critical staff to be assigned direct responsibility for the services. Include an estimation of the amount of time each of these individuals will devote to the project. The individuals listed as staff for this project should be identified as full-time or part time employees of the vendor, contractor or sub-contractor.

5.2 Describe the experience that key personnel have, their length of service with the firm, as well as other relevant skills.

5.3 Describe the Firm's size, illustrating its ability and experience in developing NPCs for system level engagements and at the institutional level.

5.4 Describe any related experience.

5.5 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.

5.6 Provide a proposed schedule that ensures completion of the services.

5.7 Provide the names, telephone numbers and mailing addresses of at least three higher education clients and the contact person from whom references may be obtained for both the firm and the key personnel assigned to the engagement. References should be from clients comparable to the type and scope of services solicited in this RFP.

## **SECTION 6: BIDDER RESPONSE AND EVALUATION CRITERIA**

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

**NOTE: ALL PRICES ARE TO BE PROVIDED IN A SEPARATE SEALED ENVELOPE LABELED AS PRICING INFORMATION.**

6.2 Proposals should be limited to twenty-five (25) pages. Additional material may be presented as exhibits to the main proposal.

6.3 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.

6.4 The proposal will be evaluated on a one hundred (100) point scale with points assigned as outlined below.

**Vendors failing to score at least 70% or 49 points for Sections 6.4.1 and 6.4.2 will not be considered to have met the minimum acceptable score. Any vendor not meeting the minimum acceptable score will NOT have their prices opened and will NOT be considered for award of the bid.**

6.4.1 Qualifications, Experience and Company Background – 40 points

Responses to Section 5 will be reviewed and evaluated here.

6.4.2 Services – 30 points

Responses to Section 3 and 4 will be reviewed and evaluated here.

6.4.3 Price – 30 points – The low bid will receive the full 30 points. Each higher bid will receive a percentage of the 30 points on a ratio basis compared to the low bid cost.

6.5 Award will be made to the bidder receiving the highest point total.

6.6 In the event that mutually acceptable terms cannot be reached within a reasonable period of time, with the highest ranked bidder, the state reserves the right to undertake negotiations with the next highest ranked bidder and so on until mutually acceptable terms can be reached.

## VENDOR GUIDELINES FOR BID SUBMISSIONS VIA EMAIL

**NOTE:** This document is specific to the competitive solicitation processes, where bid submissions must arrive at the closing location on time.

### 1. Purpose of These Guidelines

The Commission/Council may post opportunities that allow vendors to submit their bids / proposals / responses (known as submissions) electronically via email. This document is intended to assist vendors in understanding:

- the risks associated with submitting an emailed submission; and
- the pitfalls that should be avoided if emailing a submission.

**NOTE:** Vendors who deliver submissions via email do so at their own risk; the Commission/Council does not take any responsibility for any emailed submission that:

- does not arrive on time;
- is rejected; or
- contains corrupted electronic files.

### 2. Risks

Although emails are sent every day without incident, there are a number of risks that could occur and delay the receipt of an email. An email submission is deemed to have been received once it arrives in the Commission/Council's Electronic Mail System. Emailed submissions that arrive late will not be considered, regardless of the reason, and vendors will not have the option to resubmit after the closing date and time.

Following are some of the reasons that may delay an email, or cause an email to be rejected by the Commission/Council's email system:

- i. Delays can occur as an email moves from server to server between the sender and the recipient, meaning that the time when an email is received can be later – and sometimes considerably later – than the time when it was sent. The Commission/Council will consider the time that an email was received by the Commission/Council's email system as the official time for any emailed submission.
- ii. The Commission/Council's email system has technical and security limitations on the size and type of files that will be accepted. Emails containing attachments that exceed 30 MB cannot be accepted.
- iii. The Commission/Council's email system has protocols whereby an email may be investigated as potential spam or containing a virus / malware. Such protocols may result in an email being sent to the recipient's inbox late.

- iv. The Commission/Council's email system has protocols whereby an email may be investigated as having Personally Identifiable Information (PII). An email determined by the system to contain PII or data of a similar appearance of PII will not be delivered.
- v. The Commission/Council's email system is designed to reject any email that is considered spam or that contains a virus or malware. On occasion, an email may be falsely flagged and rejected. Copies of rejected emails are not kept in the email system, and therefore no possibility exists to retrieve an emailed submission that has been rejected.
- vi. In addition, it is possible that one or more attachments to an email to become corrupted and therefore inaccessible to the Commission/Council's email system. Vendor will not have the option to resubmit after closing if the attachments cannot be opened. Further, the Commission/Council cannot open any submission prior to closing to confirm whether or not the files have been corrupted.

### **3. Vendor Guidance for Emailed Submissions**

1. Never assume that a solicitation allows for emailed submissions. Emails should only be used as a delivery mechanism when the opportunity expressly allows for it.
2. Never assume which email address is being used for submissions, when emailed submissions are permitted. Carefully read the instructions and ask questions well in advance of closing if the email address for submissions is not clear. Submissions that are emailed to any address other than the one expressly stated for the purpose may be rejected as missing a mandatory requirement of the solicitation.
3. Avoid using generic subject lines in the emailed submissions that do not clearly identify the solicitation name and / or number as well as the vendor organization name. The subject line of the email should be: BID FOR xxxxxxxx DUE WEDNESDAY xxxxxxxx AT 3:00PM. A sample email subject line for an open bid might be: BID FOR 21001 DUE WEDNESDAY, APRIL 7, 2021 AT 3:00PM.
4. Avoid multiple emails from the same vendor for the same opportunity wherever possible. If multiple emails cannot be avoided (e.g., the collective size of the emails exceeds the maximum size allowed), identify how many emails constitute the full submission and provide clear instructions on how to assemble the submission. Multiple submissions from the same vendor for the same opportunity may result in rejection if these instructions are unclear.
5. Vendors may update, change, or withdraw their submission at any time prior to the closing date and time. If emailing updates or changes, do not submit only the changes that then require collation with the previous submission. Instead, a complete revised package with clear instructions that it replaces the earlier submission should be sent. This will help to avoid any confusion as to what constitutes the complete submission.

6. Avoid emailing submissions in the last 60 minutes that the solicitation is open. Sufficient time should be left prior to closing to ensure that the email was received, and to resubmit before closing if a problem occurs.
7. Do not assume that the email has been received. If a confirmation email is not received shortly after sending the email, contact the named Contact on the solicitation to confirm whether or not their submission was received. In addition, send the emailed submission with a delivery receipt request. If unsure how to send an email with a delivery receipt request, contact the vendor's own system support personnel or search online for instructions specific to the vendor's email system (e.g., Outlook, Gmail, etc.)
8. If the confirmation email is not received, do not resubmit without first contacting the named Contact. Resending a submission should only occur once confirmation is received that the original email was not received, and enough time is left for receipt of the submission prior to the closing date and time.
9. Do not ignore any message from the Commission/Council regarding rejection of an emailed submission. If such a message is received prior to closing, contact the named Contact on the opportunity immediately.
10. If time permits prior to closing, possible remedies for a rejected or missing emailed submission include:
  - i. If the collective size of the emailed attachments exceeds 30 MB, resubmit it over multiple emails, clearly identify how many emails constitute the full submission and how to collate the files.
  - ii. If the emailed submission included zipped or executable files, unzip or remove the executable the files and resubmit over one or more emails (see previous bullet if the files collectively exceed 30 MB).
  - iii. Resend the submission from a different email account.
  - iv. If permitted in the opportunity, use an alternative method to deliver the submission (e.g., mailed or hand delivered).

Note: None of these remedies are applicable after the closing date and time.



# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> 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><b>Note:</b> 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 <b>not</b> 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><b>4</b> 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><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p> <hr/>	<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.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
						-					

## 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.

<b>Sign Here</b>	Signature of U.S. person ►	Date ►
------------------	----------------------------	--------

## 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](http://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 (dividends or 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** \_\_\_\_\_

TITLE PAGE

The undersigned declares that he/she has read the RFP and that the following BID 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)

WV-96  
1/1/2019

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

State Agency, Board, or Commission (the "State"): WV Higher Education Policy Commission

Vendor:

Contract/Lease Number ("Contract"): 22096

Commodity/Service: Net Price Calculators

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: WV Higher Education Policy Commission

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

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

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

Printed Name: Mary Blashford

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

Title: Director of Procurement

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

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

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