



REQUEST FOR PROPOSAL  
BV2526-001  
RADIOGRAPHIC SIMULATION LAB

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**QUESTIONS WILL BE RECEIVED THROUGH 10/21/2025, 5:00 p.m. EST**

**PROPOSALS WILL BE RECEIVED UNTIL 11/04/2025, 12:00 p.m. EST**

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

### **1.1.      OVERVIEW**

BridgeValley Community & Technical College (the “College”) is remodeling Room 129 in Building 2000 to establish a radiographic simulation lab for its Radiologic Technology program. The project includes furnishing and installing a DelMedical 50kW radiographic system with a Canon wireless digital detector, as well as constructing radiation shielding in accordance with a certified medical physicist’s design. The awarded contractor will be responsible for both equipment installation and shielding construction to meet state and federal regulatory standards.

### **1.2.      SCHEDULE OF EVENTS**

<b>10/07/2025</b>	Release of RFP
<b>10/14/2025, 1:00 p.m. EST</b>	Pre-Bid Meeting
<b>10/21/2025, 5:00 p.m. EST</b>	Question Deadline
<b>10/28/2025, 5:00 p.m. EST</b>	Addendum/Response to Questions
<b>11/04/2025, 12:00 p.m. EST</b>	<b>Proposals Due</b>
<b>11/04/2025, 1:00 p.m. EST</b>	Bids Publicly Opened and Read Allowed
<b>11/18/2025</b>	Target Award Date

### **1.3.      Respondent Point of Contact**

The Respondent, or anyone on the Respondent’s behalf, is not permitted to contact any member of the College’s Board of Governors or College personnel as it relates to the requested services or terms and conditions set forth in this solicitation. Violation of this clause may result in bid disqualification. The Respondent is the sole contact for all inquiries after the solicitation has been released for bid.

All inquiries regarding the specifications or proposal submission must be submitted in writing, by the Question Deadline, to: Justa Atha, [Justa.Atha@bridgevalley.edu](mailto:Justa.Atha@bridgevalley.edu). The subject line of all communications must reference: **RFP BV2526-001**.

Revisions to this solicitation will be made by an official addendum issued by the College. The Respondent should acknowledge receipt of all addenda issued with this solicitation through acknowledgement on the Addendum Acknowledgment form. Failure to acknowledge addenda may result in bid disqualification.

### **1.4.      Posting of Information**

The solicitation and any subsequent issued addenda will be available at:

<https://www.bridgevalley.edu/purchasing-information>  
<https://www.wvhepc.edu/resources/purchasing-and-finance/>  
<https://www.wvsao.gov/LegalNotices/Default>

### **1.5.      Proposal Submission**

In accordance with West Virginia Code §5A-3-11, proposals must be received by the College’s Office of Fiscal Affairs prior to the date and time specified in Section 1.2, Schedule of Events, BV2526-001 RADIOGRAPHIC SIMULATION LAB, PG. 2

of this Request for Proposals. Failure to deliver, or the non-receipt of, a bid by the specified date and time shall result in disqualification.

Proposals may be submitted in one of the following ways:

- **Electronic submission**
  - Proposals must be sent to [Justa.Atha@bridgevalley.edu](mailto:Justa.Atha@bridgevalley.edu)
  - The email subject line must read: *Bid for Radiographic Simulation Lab – RFP BV2526-001 – Due 11/04/2025.*
  - All required exhibits and documents must be included in the electronic submission
- **Mailed or Hand-Delivered Submission** - Mailed/hand delivered respondents shall submit all exhibits, an ORIGINAL proposal, and four copies, by mail, to:

BridgeValley Community & Technical College  
Office of Fiscal Affairs  
2001 Union Carbide Drive South  
Charleston, WV 25303

**The following must be indicated on the envelope/package:**

Buyer:	Atha/Aquino
Proposal:	RFP BV2526-001
Opening Date:	11/04/2025
Opening Time:	1:00 p.m. EST

**1.6. Rejection of Proposals**

The College shall select the best value solution according to the criteria considered for contract award. However, the CFO/CPO reserves the right to accept or reject any or all proposals, in part or entirely at his/her discretion. The CFO/CPO reserves the right to withdraw this solicitation at any time for any reason. Submission to, or receipt by, the CFO/CPO confers no rights upon the Respondent nor obligates the College in any manner.

**1.7. Conflict of Interest**

By signing the bid, the Respondent affirms that it and its officers, members, and employees have no actual or potential conflict of interest beyond any conflicts disclosed within the submitted bid. Respondent will not acquire any interest, direct or indirect, that will conflict or compromise in any manner or degree with the performance of their services under this contract. If any potential conflict is later discovered, or if one arises, the Respondent must disclose it to the College immediately upon discovery.

**1.8. Independent Proposal**

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

**1.9. Economy of Preparation**

Bids should be prepared simply and economically, providing a straightforward, concise description of Respondent's abilities to satisfy the requirements of the solicitation. Emphasis

should be placed on completeness and clarity of content.

**1.10. Verbal Communications**

Discussions and/or interviews may be held with a Respondent(s) under final consideration prior to selection for award; however, an award may be issued without such discussions or interviews.

**1.11. Oral Statements and Commitments**

Respondent must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between Respondent's representatives and any College personnel **are not** binding. Only the information issued in writing and added to the solicitation specifications filed by an official written addendum are binding.

**1.12. Incurring Costs**

Neither the College nor any of its employees or officers shall be held liable for any expenses incurred by any Respondent responding to this solicitation for expenses to prepare, deliver the proposal, or to attend any mandatory or non-mandatory pre-bid meeting or oral presentations.

**1.13. Disclosure**

All documents submitted in response to this solicitation and any documents created because of this solicitation 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 College. The only exception for public records is disclosure information as provided in WV Code § 29B-1-4. Primarily, only trade secrets are considered exempt from public disclosure.

**1.14. Bid Opening and Evaluation Process**

At the date and time specified, each bid will be opened and read aloud. Once opened, each bid will be reviewed by the CFO/CPO to make any determination, if applicable, of the Resident Respondent and/or Small, Women-Owned, or Minority-Owned Preference; such preference is an evaluation method only and applies only to the cost in accordance with West Virginia State Code.

*Evaluation: Preference*

*Resident Respondent*

Respondent Preference may only be granted upon written request and only in accordance with the West Virginia Code §5A-3-37 and the West Virginia Code of State Rules. Respondent's failure to submit the Respondent Preference Certificate form, when applicable, with its bid will result in denial of Respondent Preference. Respondent Preference does not apply to construction projects.

*Small, Women-Owned, or Minority-Owned Respondent (SWM)*

For any solicitation publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR §148-22-9, any non-resident Respondent certified as a small, women-owned, or minority-owned business under W. Va. CSR §148-22-9 shall be provided the same preference made available to any resident Respondent. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing by submitting Form WV-1 "Respondent Registration & Disclosure Statement and Small-, Women-, & Minority-Owned Business Certification" with its bid, and must be properly certified under W. Va. CSR §148-22-9 prior to contract award to receive the preferences made available to resident Respondents.

Applicable preference forms can be obtained from the State of WV Purchasing website  
<http://www.state.wv.us/admin/purchase/forms.html>.

**1.15. Pre-Bid Meeting**

A **MANDATORY** Pre-bid meeting will be held at the following place and time:

2001 Union Carbide Drive

South Charleston, WV 25303

Room 129

**10/14/2025 1:00 p.m. EST**

All vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a vendor must list on the attendance sheet his or her name and the name of the vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the vendor's e-mail address, phone number, and fax number on the attendance sheet. It is the vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of vendor's bid. All vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid. Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the RFP/RFB prior to bid opening.

- 1.16.** The CFO/CPO will perform a final review and award based upon the overall services, qualifications, Respondent preference, if applicable and cost. ***Any contract resulting in an award from this solicitation is not valid until properly approved and executed by the CFO/CPO of the College and approved as to form, if required, by the Attorney General.***

The issued contract, by order of precedence, is the fee schedule, the solicitation and any addenda, and the Respondent's bid along with all required exhibits in response to the solicitation.

**1.17. Term of Contract & Renewals**

The term of the contract shall commence upon full execution and remain in effect until **01/31/2026**, by which date all work under this scope — including equipment delivery, installation, radiation shielding construction, system integration, calibration, and final radiation survey — must be fully completed and accepted by the College.

This is a one-time purchase and installation contract. No renewal options apply.

**1.18. Contract Changes**

Any changes to the original contract will be made via a Change Order issued by the College. No change is official until a signed Change Order is issued and received by the Respondent.

**1.19. Contract Termination for Unavailability of Funds**

If funds are not appropriated or allocated for the services provided under the contract, the College may terminate the contract at the end of the current affected fiscal period without charge or penalty. The College shall promptly give the Respondent written notice of such non-appropriation or non-allocation of funds once the College receives notice.

**1.20. Contract Termination for Failure to Perform**

The College may terminate the contract resulting from this solicitation immediately at any time the Respondent fails to meet the terms of the contract.

**1.21. Invoices**

Invoices will be submitted in arrears. Payment against invoices prior to receipt of services and an assessment of interest or late fees for late payments is prohibited by State law. Invoices properly prepared and submitted in accordance with the terms and conditions of the contract are typically paid within a thirty (30) day timeframe.

**1.22. Governing Law**

The contract shall be governed by the laws of the State of West Virginia.

## **SECTION 2      ELIGIBILITY REQUIREMENTS**

### **2.1.      Respondent Registration [WV Code § 5A-3-12]**

The West Virginia Code requires that all Respondents 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.

Additional Respondent registration information can be obtained at:

<https://www.state.wv.us/admin/purchase/VendorReg.html>

### **2.2.      Debarment [WV Code §5A-3-33 through §5A-3-33F]**

Respondents 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 Respondent must comply with the requirements of the West Virginia Secretary of State and should provide a copy of their business license with the proposal. For more information, contact the WV Secretary of State or visit <https://sos.wv.gov/Pages/default.aspx>.

### **2.4.      Taxpayer Identification Information**

The Internal Revenue Service (IRS) requires the College to request a taxpayer identification number (TIN) for tax reporting purposes. IRS Form W-9 is used to obtain this information.

### **2.5.      WV Agreement Addendum (WV-96)**

The WV-96 is attached to demonstrate the State law and guidelines which must be adhered to in any contracts presented to the College for execution. 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.

### **2.6.      Purchasing Affidavit [WV State Code §5A-3-10a]**

WV State Code requires all Respondents to submit an affidavit regarding any debt owed to the State. The Affidavit should be completed, signed, and returned with the Respondent's proposal.

### **2.7.      Bid and Performance Bond Requirements**

The vendor shall include a Bid Bond up to 5% of the total bid with the proposal. A Performance Bond equal to 100% of the total bid will be required of the successful bidder upon Notice of Contract Award.

### **2.8.      Addendum Acknowledgement**

The Respondent must complete and submit the Addendum Acknowledgement form. This form confirms receipt of all addenda issued with this RFP. Respondents are responsible for ensuring all applicable addenda are acknowledged as part of their proposal submission.

### **2.9.      Designated Contact**

The Respondent must complete and submit the Designated Contract Form. This form requires the Respondent to provide the business name, business address, and telephone number; the contact's name and e-mail address; and the name(s) of site visit attendee(s), if applicable. The form must also include the signature and date of the individual authorized to obligate the business.

## **SECTION 3      Background Information**

### **3.1.      Location**

The College is located at:  
BridgeValley Community & Technical College  
2001 Union Carbide Drive  
South Charleston, WV 25303

Operating Hours:            Monday – Friday, 8:00 a.m. – 5:00 p.m.

### **3.2.      About the College**

BridgeValley assists students in achieving their educational goals. BridgeValley meets the higher education, workforce development, and training needs for industries ranging from healthcare to manufacturing.

#### Mission Statement

BridgeValley Community and Technical College promotes student success, prepares a skilled workforce, and builds tomorrow's leaders by providing access to quality education.

#### Vision Statement

BridgeValley Community and Technical College will be the college of opportunity for a diverse learner population, offering leading-edge technology, innovative ideas, and dynamic service to our students and our communities.

#### Value Statements

Faculty, staff, and administrators share a common set of values that guides the College in fulfilling its mission. These values influence our actions, guide our decisions, mold our policies, and determine our strategic planning.

1. Excellence in Education. We are dedicated to excellence in education and will develop and retain innovative and supportive faculty and staff; maintain facilities equipped with current technology; and deliver a variety of impactful academic and occupational programs based on tolerance of diverse cultural backgrounds and appreciation of divergent points of view.
2. Foster and Promote Achievement and Accessibility. We are committed to providing the skills and resources students need to achieve their educational, career and/or personal goals, and we are committed to open access and affordability of higher education for all our students.
3. Respect for Diversity. We are dedicated to fostering a learning community in which all individuals are valued and supported; promoting a culture of respect that honors the dignity of every individual; and allowing zero tolerance for disrespect. We believe that everyone should have the opportunity to learn and succeed in the classroom, in the workplace, and in the community.
4. Practice Accountability. We are committed to efficient and effective management of human and financial resources that will maintain public trust through professional integrity and fiscal responsibility.
5. Quality of Work and Learning Environment. As a college fostering and promoting the dignity of each person, BridgeValley strives to provide an environment that is free of harassment. We make a commitment to treat all members of our communities with mutual respect and nurture relationships within the college and community that allow us to grow our knowledge, aid personal progress, expand our reach, and strengthen our impact on those we serve. We believe that our community members are accountable for their actions and should be held to high standards.

6. Contribution to Community and Economic Development. We are committed to serving the academic, occupational, and enrichment needs of our communities; enhancing quality of life; and supporting economic development through effective business, government, community, and industry partnerships and collaborations.
7. Commitment to Supporting Our Local Communities. We strive to be a positive and transformative force in the places we call home by providing resources and programs that enable our neighbors to rejuvenate and reimagine our neighborhoods, interact with and understand our natural and built environments, and participate in and develop our local economy. Championing the arts, cultivating an entrepreneurial spirit, and collaborating with the new and existing industries, the college will be the primary convener and facilitator necessary to support a creative and enduring community.

## **SECTION 4     SCOPE OF SERVICES**

### **4.1.    Project**

BridgeValley Community & Technical College is remodeling Room 129 in Building 2000 to establish a radiographic simulation lab for the Radiologic Technology program. The facility will house a DelMedical 50kW general radiographic system with a Canon wireless digital detector and associated equipment. This system will be used exclusively for phantom simulations and student training (no live patients).

The awarded contractor shall provide all labor, materials, equipment, and services necessary to:

- Install the specified x-ray system and components.
- Perform all electrical work required for the installation, including power distribution, conduit, wiring, grounding, and connections, in compliance with NEC, NFPA, and local codes.
- Construct radiation shielding strictly in accordance with the shielding design prepared by a certified medical physicist (dated May 12, 2025) and already approved by the West Virginia Radiological Health Program.
- Ensure compliance with NCRP Report No. 147, NCRP Report No. 168, and all applicable state and federal regulations.

#### **Equipment Specifications**

The following equipment is included within the project scope and shall be furnished, installed, and made operational by the contractor in accordance with the approved plans:

1. Radiographic Generator – DelMedical 50kW
2. X-Ray Tube – compatible with generator and shielding design parameters (150 kVp max, 1000 mA max)
3. Collimator – integrated with tube stand
4. Tube Stand – floor-mounted
5. Wall Stand (Upright Bucky) – with digital detector integration
6. Elevating Table – designed for student simulation training
7. Digital Detector – Canon wireless detector system
8. Control Console – located within the shielded control booth as specified
9. Accessories – all required cabling, mounting hardware, and components

#### **Contractor Responsibilities**

##### **Regulatory & Plan Compliance**

- Abide by the approved shielding design and equipment layout without modification unless written authorization is provided by the College and the medical physicist.
- Maintain compliance with all federal, state, and local regulations for radiation safety and construction.

##### **General Construction**

- Provide all construction necessary to achieve the approved design, which may include removal of existing walls, relocation of doors, and other modifications needed to accommodate equipment placement, shielding, and the operator's control booth.

##### **Shielding Construction**

- Install lead-lined walls, doors, frames, and observation windows exactly as detailed in the approved design.
- Extend shielding from floor to a minimum of 7 feet.
- Provide shielding equivalence for all penetrations, doors, and windows.

- Construct the operator's control booth in accordance with the approved plan, ensuring required protection, visibility, and exposure switch location.

#### **Equipment Installation**

- Deliver, assemble, and install all equipment listed according to the approved plans.
- Provide full system integration, calibration, and operational verification.
- Ensure placement of equipment matches the approved layout.

#### **Quality Control**

- Coordinate with BVCTC and the medical physicist for inspection of installed shielding and equipment.
- Support post-installation radiation survey and shielding integrity verification.
- Correct any deficiencies identified during acceptance testing.

#### **Deliverables**

- As-built drawings confirming compliance with approved plans.
- Certificates of conformance for all shielding materials and equipment.
- Documentation required by the State of West Virginia for shielding approval and equipment registration.

### **4.2. Bid Requirements**

Respondent shall coordinate with the President or his/her designee on all aspects of the grant award.

Required service times during the contract period may vary, but Respondent must be capable of providing both in-person and virtual services between the hours of 7 o'clock a.m. and 10 o'clock p.m. (EST) Monday through Friday, except for holidays observed by the State of West Virginia or days designated by the College where the College is closed.

### **4.3. Equipment and Supplies**

Respondent will be responsible for providing all equipment and supplies needed to satisfy all aspects of the project scope.

### **4.4. Personnel**

Respondent must assign qualified personnel with demonstrated expertise in radiation shielding construction and medical imaging equipment installation to manage and carry out the project. Assigned personnel shall serve as the primary point of contact for the College, coordinate with the certified medical physicist, ensure compliance with the approved plans, and oversee the project schedule to guarantee completion by the deadline.

### **4.5. Deficient Performance and Resolution Process**

Resolution, through mutual consideration between the College and Respondent, of any specification deficiencies is of the most importance to the College. The following outlines the approved process to resolve any such deficiencies, including the potential termination of an existing contract.

- The President or his/her designee shall determine, through investigation, the validity of given deficiency; and, if valid, provide notice of such deficiency in writing to Respondent.
- Respondent shall correct, either by the end of the following business day the College is open OR the end of a mutually agreed-upon period, any specification as outlined in Section 4 labeled as deficient. Should Respondent fail to correct such deficiencies within the

timeframe agreed upon, one or all of the following actions may be taken:

- a. Deficiency will be corrected by the College and billed to Respondent or deducted from the monthly billing;
- b. Deficiency will be corrected from other sources and hold Respondent responsible for any costs incurred;
- c. Termination of contract.

#### 4.6. Special Terms and Conditions

##### 4.6.1. Insurance Requirements

Respondent shall be solely liable for the acts and omissions of its employees and agents. The successful Respondent shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of Respondent, its agents, and employees. Insurance policy **must** remain in effect for the term of the contract.

BridgeValley Community and Technical College shall be named as an additional insured on all policies. A Statement of Insurability at the following levels:

a) Worker's Compensation	Statutory Limit
b) Employer's Liability	\$ 1,000,000
c) Comprehensive, General Liability, Bodily Injury and Property Damage	\$ 2,000,000 each occurrence

Contractual liability coverage including the indemnification provisions of these conditions must be fully insured under this policy for the liability limits set forth above.

- d) Fire insurance and extended coverage, actual cash value with reasonable deductible.

The College shall not be liable for the loss or damage to any of the Respondent's goods, merchandise, furniture, or any other property. The Respondent shall be responsible for all damages to the premises resulting from the negligent or willful acts of the Respondent's agents or employees.

##### 4.6.2. Subcontracts/Joint Ventures

Respondent is solely responsible for all work performed under the contract and shall assume prime Respondent responsibility for all services offered and products delivered under the terms of this contract. The College will consider Respondent to be the sole point of contact regarding all contractual matters. Respondent may, with the prior written consent of the College, enter into written subcontracts during performance of work under this contract; however, Respondent is responsible for payment to subcontractor(s).

##### 4.6.3. Record Retention

Respondent shall comply with applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify

any cost of services or commodities rendered under this contract by Respondent. Respondent shall maintain such records for a minimum of five (5) years and make such records to the College personnel at Respondent's location during normal business hours upon written request by the College within ten (10) days after receipt of the request.

## **SECTION 5      RESPONDENT RESPONSES AND EVALUATION CRITERIA**

### **5.1.      Table of Contents**

Clearly identify the material by sections and page number(s).

### **5.2.      Letter of Transmittal**

Limit to one or two pages.

- Briefly state Respondent's understanding of the scope of services to be provided and the commitment to meet all grant deliverables.
- Provide a list of team member names that will be authorized to make representations for Respondent, their respective titles, and contact information.

### **5.3.      Respondent Profile**

- Provide a general summary of your business operations, including how long your company has been in business, areas of specialization, and your general approach to completing radiation shielding construction and radiographic equipment installation projects. Explain why your company is best suited to complete this project.
- Provide a list of successful assignments of similar scope completed within the last five (5) years, including projects that involved radiation shielding construction, installation of radiographic/x-ray systems, and compliance with NCRP and state regulatory requirements.
- Provide examples of prior projects where deliverables (such as shielding installations, equipment integrations, and compliance documentation) were completed within targeted timelines and regulatory deadlines.
- Provide at least three (3) references from prior projects of similar scope, preferably involving higher education institutions, medical training facilities, or healthcare environments requiring radiation shielding and diagnostic imaging equipment installation.
- Provide examples of proven expertise and qualifications of team members who will be assigned to this project, including certifications, licensure, and demonstrated experience with radiation shielding construction and medical imaging equipment installation.

### **5.4.      Pricing**

Pricing information is to be provided in a separate sealed envelope and labeled as "Fee Schedule". Services should be billed at an hourly rate per position, clearly identifying the rate for each position involved in the project.

### **5.5.      Evaluation Process**

Proposals will be evaluated and scored by a committee of college stakeholders and the CFO/CPO. Evaluations will be scored on overall services, qualifications, and costs/commission with a maximum score of 100 points. The recommendation of the successful Respondent will be made to the President by a consensus of the Evaluation Committee and the CFO/CPO. The criteria and the assigned weight factors are provided in Part 5, Section 5.4 and Section 5.5 of this solicitation.

## 5.6. Evaluation Criteria

The following are the factors and point values:

Profiles and Expertise	25 Points Possible
Experience	25 Points Possible
Assessment of Capability	25 Points Possible
Price	<u>25 Points Possible</u>
Total	100 Points Possible

Each cost/commission proposal will be evaluated by use of the following formula:

$$\frac{\text{Lowest Cost Proposal}}{\text{Price of Proposal being Evaluated}} \times 25 = \text{Price Score}$$

## 5.7. Minimum Acceptable Score

Excluding the 25 possible points for price, a respondent must achieve a minimum score of 64 out of the 75 possible remaining points in order to be considered for further evaluation. Respondents who do not meet this minimum score will be disqualified and removed from the evaluation process.

The College may select Respondent's proposal based on best value purchasing, which is not necessarily the lowest price submitted by Respondent. Cost/Commission is considered but is not the sole determining factor for award; discussions or interviews may be held to promote understanding of the College's requirements and the offerors' proposals, and to facilitate arriving at a contract that will be most advantageous to the College. The College does reserve the right to accept or reject any or all proposals, in whole or in part, if to do so is in the best interests of the College.

Respondent's failure to provide complete and accurate information may be considered grounds for disqualification. The College reserves the right to ask Respondents for additional information to clarify their proposals. Nothing may be added to alter the written solution or method contained in the original proposal after bid opening. Presentations may be requested, at the discretion of the Evaluation Committee

## **SECTION 6      ADDITIONAL INFORMATION**

- 6.1.** By submitting a proposal in response to this RFP, Respondent shall be deemed to have accepted all the terms, conditions, and requirements set forth herein unless otherwise clearly noted and explained in writing. Any exception(s) or additional terms and conditions a Respondent 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 College may accept or reject Respondent's proposed exceptions as it deems appropriate and in the best interests of the College.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

---

(Name, Title)

---

(Printed Name and Title)

---

(Address)

---

(Phone Number) / (Fax Number)

---

(E-mail address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

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(Company)

---

(Authorized Signature) (Representative Name, Title)

---

(Printed Name and Title of Authorized Representative)

---

(Date)

---

(Phone Number) (Fax Number)

## ADDENDUM ACKNOWLEDGEMENT

Instructions: Please acknowledge receipt of all addenda issued with this RFP by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any College personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

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Company

---

Authorized Signature

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Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

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

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

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service:

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

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**

2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.

8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.

10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.

11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.
- Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~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.

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

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

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

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

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

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

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

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

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

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

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

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

## DEFINITIONS:

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that 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** \_\_\_\_\_

*Purchasing Affidavit (Revised 08/01/2015)*

**Request for Taxpayer  
Identification Number and Certification**

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

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (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 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. See also *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).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-INT (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-NEC (nonemployee compensation).
- 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), and 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.

**Caution:** If you don't 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 filled-out form, you:**

1. Certify that the TIN you are giving is correct (or 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; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester'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 created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded 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 grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Exhibit E

**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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate 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 to continue for certain types of income even after the payee 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 saving clause 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 five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify 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 their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions 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 first Protocol) and is relying on this exception to claim an exemption from tax on their 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 requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

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

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

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

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

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

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note for ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

Exhibit E

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

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

### Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5. <sup>2</sup>
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

<sup>2</sup> 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, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**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 certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold 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 requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

Exhibit E

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP 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 ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, 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 one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 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/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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 tradable instruments, you will generally 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 your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**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 been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured 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

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> 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.)

\* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**Note:** 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 risk:

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

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

For more information, see Pub. 5027, 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 case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act 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 email or ask taxpayers for the PIN numbers, 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](mailto: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) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct 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 MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries 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 tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

STATE OF WEST VIRGINIA - PURCHASING DIVISION

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

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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 \$5,000 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 **wwOASIS.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 may not be processed and may be returned to the vendor. Please send completed form and payment to:

**Purchasing Division - Vendor Registration  
2019 Washington Street East  
Charleston, WV 25305-0130**

Whenever a change occurs in the information submitted, such change shall be reported immediately in the same manner as required in the original disclosure statement (**West Virginia Code** §5A-3-12). Vendors doing business with the State of West Virginia are expected to abide by the **Vendor Code of Conduct** available online at **[www.state.wv.us/admin/purchase/vrc/vendorconduct.pdf](http://www.state.wv.us/admin/purchase/vrc/vendorconduct.pdf)**.

**Privacy Notice:** The Purchasing Division is required to collect certain information as stated in **West Virginia Code** §5A-3-12, other applicable sections of the **West Virginia Code**, the Vendor Registration and Disclosure Statement forms, and other documents to facilitate the state bidding and contract administration processes. This information is stored in a secure environment, but unless specifically protected under state law, any information provided may be inspected by or disclosed to the public.

Vendors are also required to be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or other state agencies or political subdivisions. Failure to do so may result in delay of or disqualification from a contract award pursuant to **West Virginia Code of State Rules** §148-1-6.1.7.

Should you need additional information relating to vendor registration, please visit **[www.state.wv.us/admin/purchase/VendorReg.html](http://www.state.wv.us/admin/purchase/VendorReg.html)**. Questions concerning this Vendor Registration and Disclosure Statement may be directed to the Purchasing Division at (304) 558-2311.

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

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

**1. Legal Name of Company/Individual** \_\_\_\_\_

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

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

☐ Default Ordering Address

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

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

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

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

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

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

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

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

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

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

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

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

## **2. Vendor Tax Classification:**

- |  |  |
|--|--|
| <input type="checkbox"/> Individual      | <input type="checkbox"/> Government              |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Medical Corporation     |
| <input type="checkbox"/> Partnership     | <input type="checkbox"/> Attorney Corporation    |
| <input type="checkbox"/> Corporation     | <input type="checkbox"/> Non-Profit Organization |
| <input type="checkbox"/> Board Member    | <input type="checkbox"/> Payroll                 |
| <input type="checkbox"/> Trust           | <input type="checkbox"/> Employee                |
| <input type="checkbox"/> Estate          |  |

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

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

**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

OR

If you do not have a 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** §148-2-1 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** [1] 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.
- A “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.

## (B) Other Federal Designations

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

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

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

**6.** What is the latest Dun & Bradstreet number and rating on the vendor (<https://www.dnb.com/duns/duns-lookup.html>)? \_\_\_\_\_

**7.** 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: \_\_\_\_\_

Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

### BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
\_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE,

(a) If said bid shall be rejected, or  
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal  
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform  
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in  
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no  
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Must be President, Vice President, or  
Duly Authorized Agent)

\_\_\_\_\_  
(Title)

Surety Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and  
must attach a power of attorney with its seal affixed.**

# PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_  
(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and \_\_\_\_\_  
(Surety name and complete address including ZIP Code)

\_\_\_\_\_ a corporation organized and existing under  
the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_

as Surety, hereinafter called Surety, are held firmly bound unto \_\_\_\_\_  
(Owner name, complete address including ZIP Code and legal title)

as Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_

Dollars (\_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors,  
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_  
\_\_\_\_\_ entered into a contract with Owner for \_\_\_\_\_

in accordance with drawings and specifications prepared by \_\_\_\_\_

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, promptly and faithfully Perform and CONTRACT,  
then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the CONTRACT, the Owner having performed Owner's obligations  
thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the CONTRACT in accordance with its terms and conditions, and
2. Shall save the Owner harmless from any claims, judgments, or liens arising from the Surety's failure to either remedy the default or to  
complete the CONTRACT in accordance with its terms and conditions in a timely manner.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors of  
Owner.

Signed and sealed this \* \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Principal Corporate Seal

\_\_\_\_\_  
(Contractor Name) (Seal)

BY: \_\_\_\_\_ (Seal)  
(Must be President, Vice President, Owner, Partner, Manager, Member,  
or other duly Authorized Agent)

\_\_\_\_\_  
(Title)

Surety Corporate Seal

\_\_\_\_\_  
(Surety)

BY: \_\_\_\_\_ (Seal)

NOTE: Please attach Power of Attorney.

NOTE: Applicable sections of attached acknowledgments must be  
completed and returned as part of the bond.

# ACKNOWLEDGMENTS

## Acknowledgment by Principal if individual or Partnership

1. STATE OF \_\_\_\_\_
2. County of \_\_\_\_\_ to-wit: \_\_\_\_\_
3. I, \_\_\_\_\_, a Notary Public in and for the
4. county and state aforesaid, do hereby certify that \_\_\_\_\_  
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_
6. Notary Seal
7. \_\_\_\_\_  
(Notary Public)
8. My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

## Acknowledgment by Principal if Corporation

9. STATE OF \_\_\_\_\_
10. County of \_\_\_\_\_ to-wit: \_\_\_\_\_
11. I, \_\_\_\_\_, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that \_\_\_\_\_
13. who as, \_\_\_\_\_ signed the foregoing writing for
14. a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
15. Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_
16. Notary Seal
17. \_\_\_\_\_  
(Notary Public)
18. My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

## Acknowledgment by Surety

19. STATE OF \_\_\_\_\_
20. County of \_\_\_\_\_ to-wit: \_\_\_\_\_
21. I, \_\_\_\_\_, a Notary Public in and for the
22. county and state aforesaid, do hereby certify that \_\_\_\_\_
23. who as, \_\_\_\_\_ signed the foregoing writing for
24. \_\_\_\_\_ a corporation,  
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
25. Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_
26. Notary Seal
27. \_\_\_\_\_  
(Notary Public)
28. My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

## Sufficiency in Form and Manner of Execution Approved

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

By: \_\_\_\_\_  
Attorney General  
(Deputy Attorney General)

# ACKNOWLEDGMENT PREPARATION INSTRUCTIONS

1. IF PRINCIPAL IS AN INDIVIDUAL OR PARTNERSHIP, HAVE NOTARY COMPLETE LINES (1) THROUGH (8).
2. IF PRINCIPAL IS A CORPORATION, HAVE NOTARY COMPLETE LINES (9) through (18).
3. SURETY MUST HAVE NOTARY COMPLETE LINES (19) through (28).
4. **Notaries must:**

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## ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

---

1. Enter name of State.
2. Enter name of County.
3. Enter name of Notary Public witnessing transactions.
4. Enter name of principal covered by bond if individual or partnership. (Must be Owner or General Partner of Sole Proprietorship or Partnership)
5. Notary enters date bond was witnessed. Must be the same as or later than signature date.
6. Affix Notary Seal.
7. Notary affixes his/her signature.
8. Notary enters commission expiration date.

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## ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

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9. Enter name of State.
10. Enter name of County.
11. Enter name of Notary Public witnessing transactions.
12. Enter name of Corporate Officer signing bond.
13. Enter Title of Corporate Officer signing bond. (Must be President or Vice President of Corporation; Manager or Managing Member of Limited Liability Company)
14. Enter name of Company or Corporation.
15. Notary enters date bond was witnessed. Must be the same as or later than signature date.
16. Affix notary Seal.
17. Notary affixes his/her signature.
18. Notary enters commission expiration date.

---

## ACKNOWLEDGMENT BY SURETY

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19. Enter name of State.
20. Enter name of County.
21. Enter name of Notary Public witnessing transactions.
22. Enter name of person having power of attorney to bind Surety Company.
23. Enter Title of person binding Surety Company.
24. Enter name of Insurance Company (Surety).
25. Notary enters date bond was witnessed. Must be the same as or later than signature date.
26. Affix Notary Seal.
27. Notary affixes his/her signature.
28. Notary enters commission expiration date.

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## POWER OF ATTORNEY INSTRUCTIONS

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Power of attorney for surety must be attached showing that it was in full force and effect on signature date indicated on the face of the bond. A corporate seal must also be affixed to the Power of Attorney form.

- a. Name of attorney in fact must be listed.
- b. Power of Attorney may not exceed imposed limitations.
- c. Certificate date, the signature date of bond must be entered.
- d. Signature of authorizing official must be affixed. (Signature may be facsimile).
- e. **Seal must be affixed.**

# GUIDELINES FOR VENDORS 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 Institution 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 Institution 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 Institution'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 Institution'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 Institution will consider the time that an email was received by the Institution's email system as the official time for any emailed submission.
- ii. The Institution'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 Institution'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 Institution'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 Institution'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 Institution's email system. Vendor will not have the option to resubmit after closing if the attachments cannot be opened. Further, the Institution 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 xxxxxxxxx DUE WEDNESDAY xxxxxxxxxx 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 Institution 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.

**Recommendations by Medical Physicist  
for  
Protective X-ray Barriers**

*- Prepared for -*

**BridgeValley Community and Technical College**  
**South Charleston Campus**  
2001 Union Carbide Drive  
South Charleston, WV 25303

**X-Ray Room:**

**129**

Revision: 0

5/12/2025



3448 US Route 60 • Huntington WV 25705 • Phone (304) 522-1550 • Fax (304) 522-0704

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## INTRODUCTION

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This shielding report has been prepared in accordance with the National Council on Radiation Protection and Measurements (NCRP) Report No. 147: Structural Shielding Design for Medical X-Ray Imaging Facilities. The format of this report is arranged in the following manner:

1. A summary of the shielding design in general.
2. The design for a specific room followed by the floor plan for that room.
3. In conclusion, the general design criteria is detailed.

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## DESIGN SUMMARY

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Shielding is generally required to protect those persons working adjacent to x-ray rooms. Lead offers special shielding properties at medical x-ray energies and is the preferred and most used shielding material. Note that the shielding recommendations contained in this report are conservative by design (above the minimum determined by calculation) in order to allow for uncertainties in occupancy, equipment use, area use, and workload.

**Important:** As this design incorporates a mix of lead thickness for shielding of the various room walls, it is critical that the proper thicknesses are installed in the correct locations. **If the installation of different lead thicknesses in different locations may not go as planned, we strongly recommend that the maximum lead thickness required for any specific barrier be installed in all room walls.**

### Project Description

This shielding design has been prepared for the remodeling of existing construction to create an x-ray room for performing patient procedure simulations using a phantom. This x-ray unit will be used for student radiologic technologist training purposes only and no live patient procedures will be performed.

### Walls

All diagnostic shielding walls require the shielding to extend from the floor to at least 7 feet above the floor. The doors and windows in them are required to be of equivalent shielding in all cases. That is, when a wall requires 1/16 inch lead shielding, a door or window installed in that wall is also required to have shielding equivalent to 1/16 inch of lead. Particular attention must be given to the construction of all joints and where penetrations occur.

### Floors and Ceilings

In this design, the existing 8-inch minimum thickness concrete slab for floors and ceilings provides adequate shielding so that no additional lead will be required.

### Control Booth

The control booth is designed to maximize the protection of the operator while providing the operator the most advantageous view of the room. In all cases, the control switch ***must be positioned at least 40 inches from the outside edge of the control booth***. Additionally, , the operator must be able to see all entrances into to the x-ray room from the exposure switch position. Note that if live patient procedure were to be performed, the operator must also be able to maintain visual and communication contact with the patient during exposures.

### Room Interlocks

In accordance with NCRP 168, room entry doors should not be interlocked to the x-ray imaging system to terminate the radiation exposure when the main entry door is opened.

## SHIELDING DESIGN DATA

<b>FACILITY:</b>	BridgeValley Community and Technical College South Charleston Campus – Building 2000	<b>DATE:</b>	5/12/2025
<b>ADDRESS:</b>	2001 Union Carbide Drive, South Charleston, WV 25303		
<b>ROOM:</b>	Radiographic Room (Facility Room 129)	<b>CONSTRUCTION:</b>	Existing facility remodel
<b>TYPE:</b>	General Radiographic	<b>GENERATOR:</b>	DelMedical 50kW
<b>WORK LOAD:</b>	100 “patients”/wk, 250 mA-min/wk		
kVp: 150 max, 80 avg	MAXIMUM mA: 1000	<b>IMAGE RECEPTOR:</b>	Digital detector
<b>FIELD SIZE (cm<sup>2</sup>):</b>	1535 (14” x 17”)	d <sub>scatter</sub> (m): 0.8 table, 1.6 wall	
<b>NOTE:</b>	Attenuation by the image receptor and support structure is not considered.		

Key:    P=Primary    S=Secondary    C=Controlled (10 mR/week)    U=Uncontrolled (2 mR/week)

Shielding Section	Barrier Type	Use “U”	Occupancy “T”	Adjacent Area		Distance (feet)	Minimum Required Barrier Thickness*	Remarks
				Description	Limit			
AB	S	1	1	Control	C	5.5	1/32” lead equivalence	1, 2
BC	S	1	1	Classroom / Observation	C	6	1/32” lead equivalence	1
CD	P	1/2	1/5	Corridor	U	5.5	1/16” lead equivalence	
DA	S	1	1/5	Corridor	U	5	1/32” lead equivalence	
Floor	P	1	1	Classroom	U	8.5	4.75” concrete	3
Ceiling	S	1	1	Offices	U	8.5	1.5” concrete	3

\* Shielding specified is minimum required. Facility designers may increase shielding thickness for structural or cost purposes.

**Remarks:**

1. View window shall contain equivalent shielding.
2. Door and hardware shall contain equivalent shielding.
3. The existing 8”- 12” concrete is sufficient for potential full occupancy beyond barrier.

Prepared by:

  
James Norweck, MS, DABR, FACR, Certified Medical Physicist

Date: 5/12/2025



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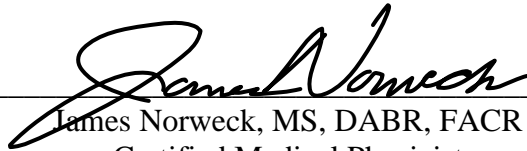
**Modifications**

Radiology Inc. provides no warranty for these calculations and assumes no liability for any reason if there is any change in the design specifications or if actual usage of this x-ray unit is different from assumptions set forth in this report. No change should be made without first consulting with the medical physicist at Radiology Inc.

**Conclusion**

A copy of this report should be kept on file for future reference by both the owner and regulatory authorities. It is strongly recommended by NCRP No. 147 and required by some regulatory agencies that a room survey and/or shielding integrity survey be performed after the required shielding is installed. Radiology Inc. can perform these surveys provided adequate lead time is provided (at least 30 days is appreciated).

The owner and the building contractor must carefully review the contents of this report. If there are any questions or changes to the assumptions or specifications, please notify this Consultant.



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James Norweck, MS, DABR, FACR

Certified Medical Physicist

**Radiology Inc.**

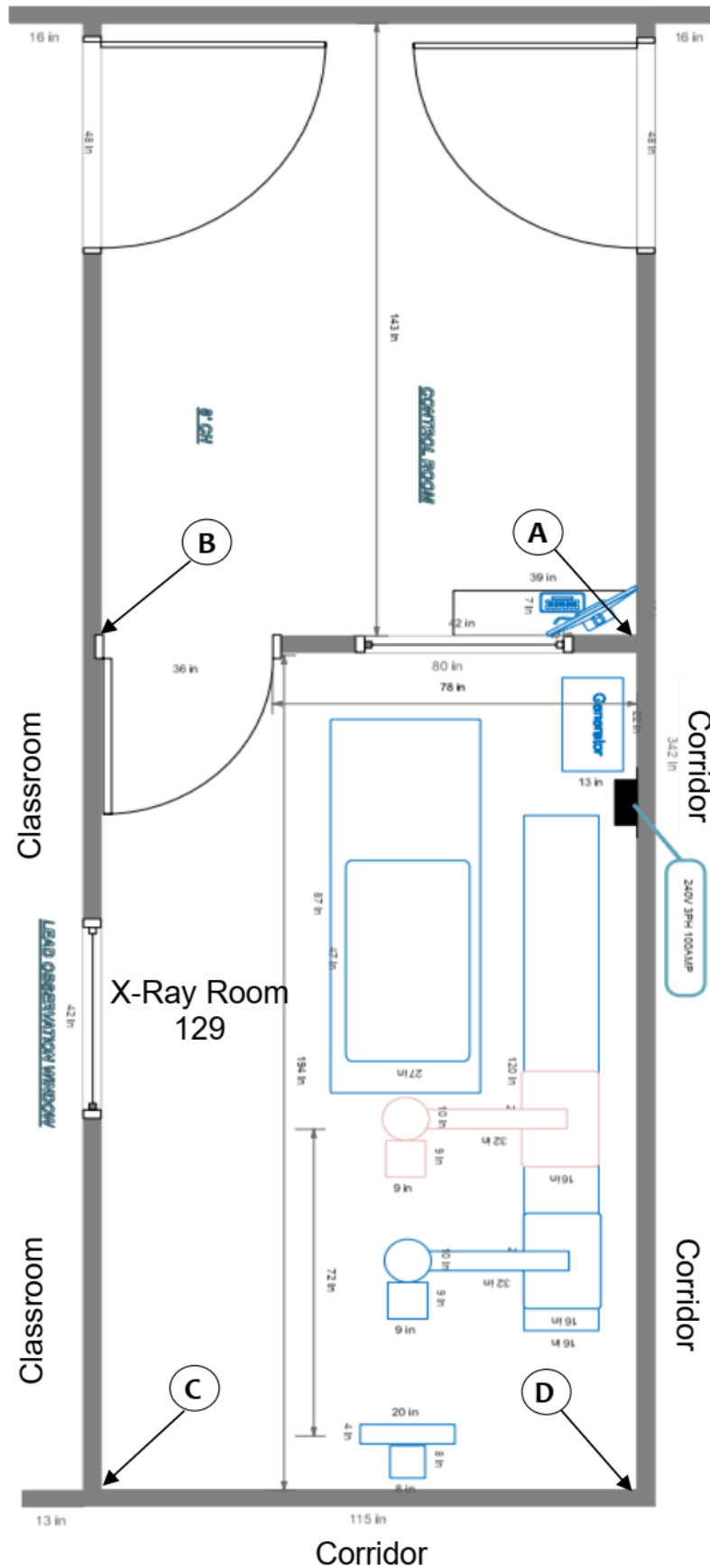
3448 U.S. Route 60

Huntington, WV25705

Phone (304) 522-1550

Fax (304) 522-0704

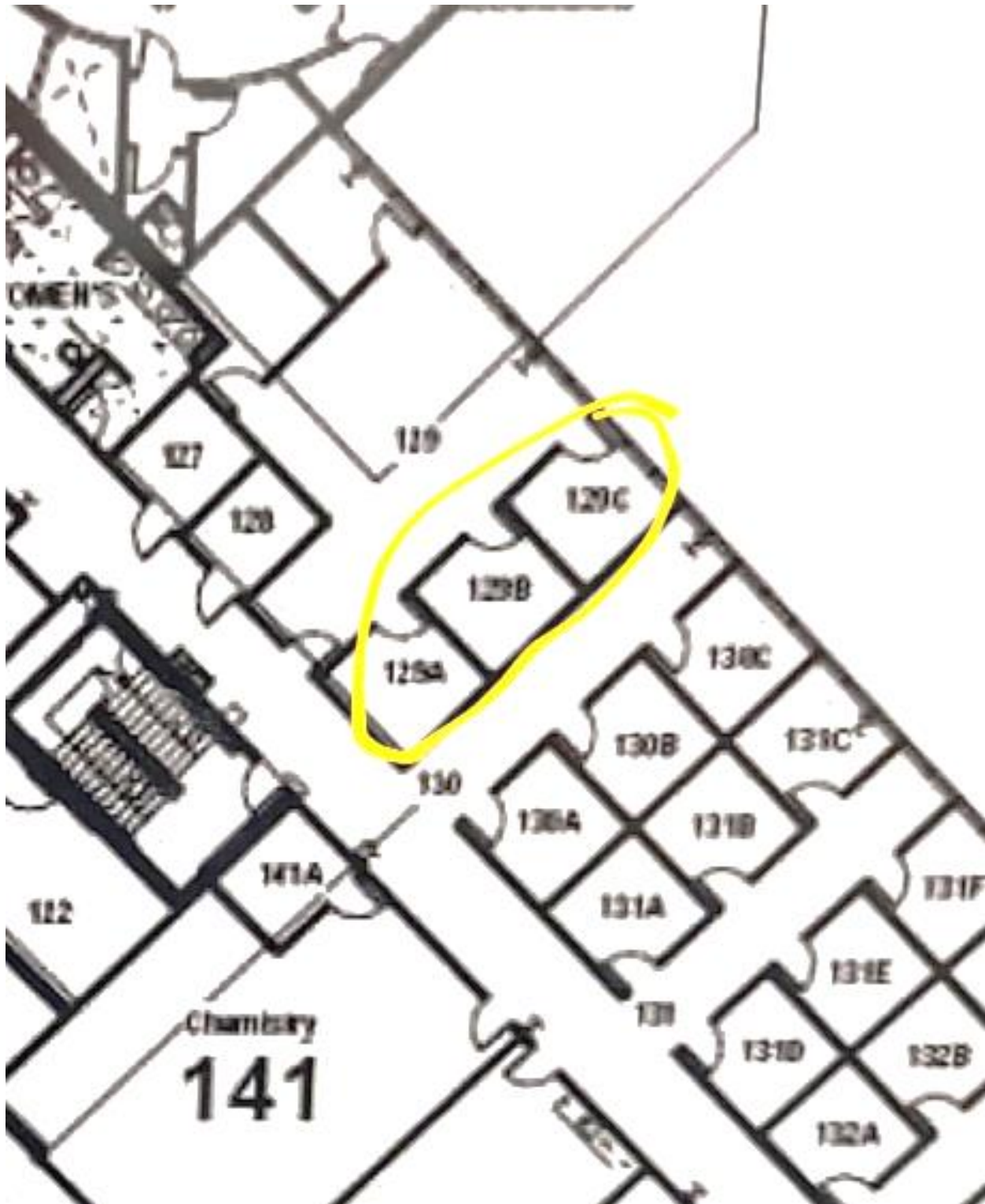
Outside - 2nd Story



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## FACILITY OVERVIEW DIAGRAM

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## DESIGN CRITERION AND ASSUMPTIONS

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### Room Arrangement

The room arrangement is as shown in the attached scaled drawing provided by the architects and equipment vendor.

### Protective Barriers

1. Primary: The assumption is made that the floor, the wall behind the upright bucky, and behind the imaging system for other projections are the primary barriers and, therefore, must be sufficient to attenuate the useful beam to the required degree. It is noted that, in this design, the x-ray tube stand is track mounted to the floor. Primary barriers are restricted to the floor and upright bucky wall.
2. Secondary: All walls and the doors and windows in them are considered to be secondary barriers.

### Use Factor (U)

The fraction of the time that the radiation under consideration is directed at a particular barrier is defined as beam direction factor or “use factor” and is designated as (U). The (U) is assumed to be 1.0 for the floor and 1/4 for the upright bucky. The x-ray beam will only be directed at the primary protective barrier or at the imaging system.

### Workload (W)

Workload or (W) represents the degree of use of any x-ray unit. The units of (W) are mA min/week. In this design, “patient” simulations are only performed on Fridays and Saturdays.

In this design, the maximum allowed workload is based on the limiting number of patient simulation x-ray procedures per week (N) that was determined using the typical shielding materials and thicknesses specified in this shielding design.

### Occupancy Factor (T)

As established by NCRP147: The factor by which the workload is multiplied to correct for the degree of occupancy of the area in question while the unit is operating is defined as “occupancy factor” or (T).

Unless otherwise indicated, it is assumed that the occupancy factor of:

1. Administrative or clerical offices; laboratories, pharmacies and other work areas fully occupied by an individual; receptionist areas, attended waiting rooms, children's indoor play areas, adjacent x-ray rooms, film reading areas, nurse's stations, x-ray control rooms are 100% ( $T=1$ )
2. Rooms used for patient examinations and treatments are 50% ( $T=1/2$ )
3. Corridors, patient rooms, employee lounges, staff restrooms are 20% ( $T=1/5$ )
4. Corridor doors are 12.5% ( $T=1/8$ )
5. Public toilets, unattended vending areas, storage rooms, outdoor areas with seating, unattended waiting rooms, patient holding areas are 5% ( $T=1/20$ )
6. Outdoor areas with only transient pedestrian or vehicular traffic, unattended parking lots, vehicular drop off areas (unattended), attics, stairways, unattended elevators, janitor's closets are 2.5% ( $T=1/40$ )

### Image Receptor

This unit will use a digital detector. No shielding of a darkroom, film, supply, loaded screen/film cassettes, or a computed radiography reader or image plates is needed for this installation.

**Leakage X-rays**

This includes all radiation coming from within the source or tube housing except the useful beam. The assumption is made that the tube x-ray leakage will not be greater than 100- mR/hr at 1 meter for the maximum continuous rated current for the unit. The beam quality is assumed to be the same as the primary beam.

**Physics**

It is assumed the exposure rate follows the inverse square law. The scattered to incident exposure ratio is found in the NCRP147.

**Field Size (F)**

The normal x-ray field size is assumed to be 14" x 17", or 1535 square centimeters. This is the maximum image receptor field size available.

**Exposure Limits**

As recommended by NCRP Report No. 147, shielding designs for new facilities should limit exposure to individuals to a fraction of the regulatory limit. Therefore, this shielding design uses the following goal criteria:

<b>Individual Group</b>	<b>Area</b>	<b>Design Goal Dose per Week</b>	<b>Design Goal Dose per Year</b>
Non-Occupationally Exposed	Uncontrolled (U)	0.02 mGy (2 mRad)	1 mGy (100 mRad)
Occupationally Exposed	Controlled (C)	0.1 mGy (10 mRad)	5 mGy (500 mRad)

**Distance**

The distances used to calculate the protective barriers are measured from the provided drawing. When calculating exposure rates for primary and leakage radiation, the shortest expected distance from the tube to a point one foot beyond the barrier under consideration is used. When calculating exposure rates for scattered radiation, the shortest expected distance from the patient to a point one foot beyond the barrier under consideration is used.

It is assumed that the distance from the "patient" and the tube target is 0.8 meters for all table and wall bucky radiographic exposures.

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## SPECIFICATIONS - BARRIER CONSTRUCTION

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### Materials

Various types of shield materials may be used and the **Shielding Design Data Table** may present optional shielding materials and thicknesses. In general, for radiographic and R&F rooms, the following conversion factors may conservatively be used:

*TABLE 4.8—Barrier thickness requirements for steel, gypsum wallboard, and plate glass determined from lead and concrete requirements utilizing the shielding graphs in Figures 4.5 to 4.8 for both the representative radiographic and R&F rooms.<sup>a</sup>*

Steel thickness requirement	8 times the lead thickness requirement
Gypsum wallboard thickness requirement	3.2 times the standard-weight concrete thickness requirement
Plate glass thickness requirement	1.2 times the standard-weight concrete thickness requirement
Light-weight concrete thickness requirement	1.3 times the standard-weight concrete thickness requirement

<sup>a</sup>This Table is only applicable for conversion of a barrier thickness determined with the  $NT/Pd^2$  model given in Figures 4.5 through 4.8.

### **Lead:**

Lead shall be of the type specifically designed for shielding purposes. All lead will be handled in a manner, which will minimize damage to its surface. Should the need arise, a soft-headed hammer is to be used to flatten a bent area. All sheet lead shall be bonded to or covered with some form of wallboard that is at least 5/8 inch thick.

### **Concrete:**

The radiation attenuation of a concrete barrier depends upon its thickness, density and composition. Unless otherwise specified, all concrete must have a minimum density of 147 pounds/ft<sup>3</sup>. Common cinder blocks must have a density of 60 pounds/ft<sup>3</sup>. Mortar having a density not less than that of the block is to be used in protective barriers of block construction.

### **Glass:**

Plate glass may be used for observation windows where desired so long as it maintains the required protection equivalency of the barrier into which it is installed.

### Barriers

Shielding shall extend from the finished floor to a height of at least seven feet unless otherwise stated.

### **Walls:**

Lead in the walls is to be installed in a way that will keep the lead from “cold flowing” under its own weight. The lead may be nailed in place, but care must be exercised to avoid the sagging that results if the spacing between nails is too great. The principal disadvantages of sheet lead are that it is not self-supporting and that it is easily damaged. For these reasons, the sheet lead should be covered with some form of wallboard. Where the edges of two lead sheets meet, continuity of shielding shall be ensured at the joints by sufficiently overlapping the lead sheets not less than ½ inch or by the use of a cover strip over butt joints. Nail holes that may result in significant radiation leaks shall be covered with supplementary lead. All barrier penetrations such as pipes, air ducts, conduits, service boxes, etc., require the use of either lead baffles or lead backing with sufficient overlap in order to regain the integrity of the barrier.

### **Room Windows:**

When installed, room windows shall have a lead equivalence at least equal to that required of the barrier in which it is installed. Window frames shall give the same protection as the window itself. For either the leaded glass or leaded acrylic window, the lead in the partition must overlap the window frame substantially.

**Doors:**

Doors and the door frames and jams shall maintain the same shielding integrity as the barrier into which they are installed, unless specified differently. Junctions between door frames and adjoining barriers shall be constructed using a ½ inch overlap in the same manner as junctions between sheet lead. If this is not done, additional lead shielding must be used to restore the shielding integrity of the barrier.

Doors shall be installed so that the bottom edge comes as close as possible to the finished floor with no more than a ½ inch clearance. With a clearance greater than ½ inch, a shielded threshold shall be installed.

When standard steel doors have been specified, the door frames must be constructed so as to maintain the equivalent or greater shielding efficiency as the barrier into which it is installed.

**Control Booth:**

The operator shall have at least 7.5 square feet of unobstructed floor space with no dimension less than 2 feet. The perimeter of the operator's floor space is to be out of the line-of-sight from the open edge of the booth to any part of the examination table or to a point not closer than one foot from the upright cassette holder.

**Exposure Switch:**

The x-ray control switch shall be fixed within the control booth so that it is *at least 40 inches from any open edge* of the booth and any point subject to direct scatter, leakage, or primary radiation. The control switch shall also be located so that the operator has use of the major portion of the viewing area. The intention is to provide the operator with maximum barrier protection in all circumstances.

**Patient Viewing System Requirements:**

The control booth shall have at least one viewing device (window, mirror, or camera) placed so that the operator can have full view of the patient during any exposure and also view any other occupants in the room. The operator should also be able to view any entrance to the room. If any entry door to the room cannot be seen by the operator, then outside that door there shall be an "X-Ray ON" warning sign that will be lighted when the x-ray tube rotor is activated. Alternately, an interlock may be used that prevents exposures unless the door is closed. When the primary viewing system is electronic, such as a video camera, there shall also be an alternate system as a backup.

**Control Booth Window:**

When the patient viewing system is a window, that window shall have a viewing area of at least one square foot (1 ft<sup>2</sup>), there must at least 18 inches of wall between the window and the open edge of the operator barrier, and vertically no closer than 4.5 feet from the floor.

The viewing window shall have a lead equivalence at least equal to that required of the barrier in which it is installed.

Exception: The distance between the outside edge of the observation window and the edge of the control partition shall not be less than 18 inches except when the whole partition is constructed totally of a viewing material.

Window frames shall give the same protection as the window itself. For either the leaded glass or leaded acrylic window, the lead in the partition must overlap the window frame substantially.

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## CALCULATION OF BARRIER REQUIREMENTS

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All equations, transmission curve data tables, and fitting parameters used to calculate barrier requirements come from NCRP Report No. 147.

### Equations for Primary Protective Barrier

The equations used to calculate the shielding required for a primary barrier are as follows:

$$B_p(x_{\text{barrier}} + x_{\text{pre}}) = \left(\frac{P}{T}\right) \frac{d_p^2}{K_p^1 UN}, \quad x_{\text{barrier}} = \frac{1}{\alpha\gamma} \ln \left[ \frac{\left(\frac{NTUK_p^1}{Pd_p^2}\right)^\gamma + \frac{\beta}{\alpha}}{1 + \frac{\beta}{\alpha}} \right] - x_{\text{pre}}$$

where

$B_p(x_{\text{barrier}})$	=	Primary beam barrier transmission factor
$x_{\text{pre}}$	=	Preshielding, if considered
P	=	weekly design exposure goal
T	=	Occupancy factor
$d_{\text{pri}}$	=	Distance from primary radiation source to individual
$K_p^1$	=	Exposure per patient at 1 m
U	=	Use factor
N	=	Number of patients per week
$(x_{\text{barrier}})$	=	Required barrier shielding material and thickness
$\alpha, \beta$ and $\gamma$	=	Primary beam fitting parameters

### Equations for Secondary Protective Barrier

The equations used to calculate the shielding required for a secondary protective barrier are as follows:

$$B_{\text{sec}}(x_{\text{barrier}}) = \left(\frac{P}{T}\right) \frac{d_{\text{sec}}^2}{K_{\text{sec}}^1 N}, \quad x_{\text{barrier}} = \frac{1}{\alpha\gamma} \ln \left[ \frac{\left(\frac{NTK_{\text{sec}}^1}{Pd_{\text{sec}}^2}\right)^\gamma + \frac{\beta}{\alpha}}{1 + \frac{\beta}{\alpha}} \right]$$

where

$B_{\text{sec}}(x_{\text{barrier}})$	=	Secondary beam barrier transmission factor
P	=	weekly design exposure goal
T	=	Occupancy factor
$d_{\text{sec}}$	=	Distance from secondary radiation source to individual
$K_{\text{sec}}^1$	=	Exposure per patient at 1 m
N	=	Number of patients per week
$(x_{\text{barrier}})$	=	Required barrier shielding material and thickness
$\alpha, \beta$ and $\gamma$	=	Secondary beam fitting parameters

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## DESIGN REFERENCES

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