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QUESTIONS WILL BE RECEIVED THROUGH 09/29/2026, 1:00 p.m. EST

PROPOSALS WILL BE RECEIVED UNTIL 10/13/2026, 10:00 a.m. EST

SECTION 1 GENERAL INFORMATION AND STANDARD TERMS AND CONDITIONS

1.1. OVERVIEW

BridgeValley Community & Technical College ("the College"), invites the submission of proposals from vendors that wish to provide background and ***on-site*** drug screening services.

1.2. SCHEDULE OF EVENTS

09/22/2026	Release of RFQ
09/29/2026, 1:00 p.m. EST	Question Deadline
10/06/2026, 1:00 p.m. EST	Addendum/Response to Questions
10/13/2026, 10:00 a.m. EST	**Proposals Due**
10/13/2026, 11:00 a.m. EST	Bids Publicly Opened and Read Aloud
10/27/2026	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. The subject line of all communications must reference: **RFQ BV2627-0001.**

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,

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
  - The email subject line must read: *Background & Drug Screening Services – RFQ BV2627-0001 – DUE 10/13/2026*.
  - 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
Suite 305
South Charleston, WV 25303

The following must be indicated on the envelope/package:

Buyer:	Atha/Aquino
Proposal:	RFQ BV2627-0001
Opening Date:	10/13/2026
Opening Time:	11:00 a.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. 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.

1.16. Term of Contract & Renewals

The initial term of the contract shall be for **one (1) year** from the date of full execution.
The contract **may be renewed annually**, for up to **two (2) additional one-year terms**, by **mutual written agreement** of both parties. Renewal is not automatic and must be:

- Executed in writing by both parties prior to the expiration of the current term;
- Contingent upon the availability of funds, continued need for services, and satisfactory performance;
- Consistent with the terms and conditions of the original contract, unless otherwise modified by a formally executed change order;
- Approved by the West Virginia Attorney General's Office, if required by law or regulation.

If either party does not wish to renew the contract, written notice must be provided at least thirty (30) calendar days before the current contract's expiration date.

1.17. 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.

1.18. 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.

1.19. 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.

1.20. 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.

1.21. 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. Addendum Acknowledgement

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

2.8. 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.

Guiding Values

- We focus on preparing students with skills aligned to employer needs, fostering excellence through high-quality academic programs, industry-relevant training, and strong partnerships with the business community. We remain responsive to technological change, including advancements in artificial intelligence, to ensure graduates are prepared for a rapidly evolving workforce.
- Accessibility and Achievement: We provide accessible education that includes clear pathways from micro-credentials to associate degrees. We emphasize completion through access to financial aid and academic support.
- Transparency: We are committed to meaningful transparency and open communication, ensuring accountability to students, faculty, staff, and the broader community.
- Quality Environment: We promote a safe, caring, and supportive environment where students, faculty, and staff can thrive. We are committed to strengthening institutional morale, fostering a culture of belonging, and maintaining welcoming campus spaces.
- Community and Economic Development: We are committed to advancing workforce and economic development. We align programs with the needs of businesses and industries to create economic opportunities and social mobility

- Focus on Skilled Trades: We emphasize skilled trades as a cornerstone of our curriculum and development strategy, providing responsive high-quality training in high-demand fields.
- Safe and Accessible Campus: We foster a campus environment where all students, faculty, and staff can feel safe, supported, and empowered to succeed. Our policies and practices promote access, respect, and a sense of belonging across the college community.

SECTION 4 SCOPE OF SERVICES

4.1. Project

As a safeguard to the College, all students admitted to majors or programs that include, or may include in the future, a clinical component is required to complete background screening and/or drug screening.

The College is seeking a qualified vendor to provide screening services packaged according to applicable academic and program requirements. **All drug screening services shall be performed on-site at the College's designated location(s). Off-site drug screening services will not be considered under this RFQ.**

The College processes approximately 1,000 drug and background screenings annually. This quantity is an estimate only and does not represent a guaranteed minimum or maximum volume.

Company Overview

- Provide name and contact information.
- Provide a brief history of the company.
- Provide the hours of operation.
- Provide an outline of the proposed account management team, their functional role and professional resumes
- Provide an overview of client retention for the past five (5) years.
- List all lines of business and the percentage dedicated to background and drug screening services.
- Provide three current references of higher education clients, preferably in West Virginia.
- Briefly defend the company's uniqueness from other competitors.
- Provide a listing of any accreditation and/or certifications; and use of professional development to keep up to date on current practices.
- Briefly disclose steps implemented, maintained and regularly reviewed to ensure compliancy with all applicable regulations.
- Disclose, if applicable, any instances where the company may have been party to a lawsuit related to background check noncompliance or alleged negligence. If applicable, please state the name of the case, the court where the case was filed, and the outcome of the case (settlement, liability, judgment, etc.)
- Describe problem identification handling and resolution.
- Provide an overview related to data security, FERPA, HIPAA, data breaches, etc.
- Describe the tools used to provide answers to common questions about background screening.
- Provide the turnaround time for background and drug screening results. Are the results available online to authorized College personnel through granted access to the respective databases? If not, disclose whether the results can be received within a minimum of five (5) business days.

4.2. Background Services

- Describe the background check workflow process. Is the solution web-based? Is it automated?
- Which databases, registries, and exclusion lists are included in the searches conducted?
- Describe each service provided by the company and how the information is obtained (including the frequency of downloading information from sources / frequency) in as much detail as possible.
- How many attempts are made to retrieve information?
- What is the average time to complete criminal background checks?
- What percentage of background checks do you complete on a first attempt?

- Are county searches conducted physically at the county courthouse or through an electronic database?
- Please disclose whether fingerprinting is included in the background screening process or whether such services can be provided to the College a la carte.
- Do you work with a third-party provider to deliver background services? If so, how is the quality of work done by the provider?

4.3. Drug Screening

- List the major steps in processing a drug test result.
- Provide responses to the following regarding collection personnel and relevant training:
    - Preparation and securing on-site collection area – a technician should be present to monitor sample collection
    - Completing and submitting a Chain of Custody form – is it manual or web-based
    - Collection kits and shipping materials
    - Preliminary steps in collections
    - Checking specimens
    - Collection role (directly observed, monitored and split specimen)
    - Participant refusal and/or inability to provide specimen; and,
    - Knowledge base for collector errors in tests, their effects and means of correction.
- Provide a listing of all available screenings. Can screenings be bundled based upon departmental standard need?
- Provide the timeframe for delivery of on-site test results whether negative or positive.
- Will supplies be provided as part of cost or with the College be responsible for providing supplies?
- How do you facilitate random and scheduled screenings?

4.4. Special Terms and Conditions

4.4.1 Insurance Requirements

The 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 the 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.

Cyber and privacy liability coverage shall be maintained with limits of not less than $1,000,000 to address liability for a data breach which may result in the compromise of personal data pertaining to college employees, students, administrators, staff, visitors and guests. The Policy shall cover a variety of expenses associated with data breaches, including, but not limited to: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft.

The College reserves the rights to modify, delete, alter, or change these requirements.

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 any and all damages to the premises resulting from the negligent or willful acts of the Respondent's agents or employees.

4.4.2 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).

4.4.3 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 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. Experience and Qualifications

- Disclosure of all items as set forth in Section 4.
- Respondent must be able to provide information on services similar in nature and scope as provided in Section 4, Scope of Services for any educational institution (preferably in West Virginia).
- References must include the name, title, street address, city, state, zip code, telephone number and email address.

5.4. Pricing

Pricing information is to be provided in a separate sealed envelope and labeled as "Fee Schedule". The proposal must identify and detail any and all pricing structures, cost or fees. Pricing is to be fully inclusive of all services and expenses (including travel to on-site collection areas). Respondents need to provide cost estimates for bundled and a la carte pricing.

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.

5.6. Evaluation Criteria

The following are the factors and point values:

Company Overview	25 Points Possible
Experience and Qualifications	35 Points Possible
Price	40 Points Possible
Total	100 Points Possible

Each price proposal will be evaluated using the following formula:

$$\frac{\text{Lowest Price Proposal}}{\text{Price of Proposal being Evaluated}} \times 40 = \text{Price Score}$$

5.7. Minimum Acceptable Score

Excluding the 40 possible points assigned to Price, a Respondent must achieve a minimum technical score of 45 out of the 60 points available for Company Overview and Experience and Qualifications to remain eligible for further evaluation. Respondents that fail to achieve the minimum technical score of 45 points will be disqualified from further consideration, and their price proposals will not be included in the price evaluation.

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 RFQ, 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 RFQ 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.

_____
(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 RFQ 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)

[ ]	Addendum No. 1	[ ]	Addendum No. 6
[ ]	Addendum No. 2	[ ]	Addendum No. 7
[ ]	Addendum No. 3	[ ]	Addendum No. 8
[ ]	Addendum No. 4	[ ]	Addendum No. 9
[ ]	Addendum No. 5	[ ]	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.

_____
Company

_____
Authorized Signature

_____
Date

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

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

REQUIRED INFORMATION ABOUT THIS CONTRACT:

State Agency, Board, or Commission (the "State"): BridgeValley Community and Technical College

Vendor: _____

Contract Name or Identifier/Lease Number ("Contract"): BV2627-0001

Commodity/Service: Background & Drug Screening Services

The State and the above-identified Vendor are entering into the above-referenced contract. The Contract or other materials incorporated into this Contract may contain provisions that are inconsistent with West Virginia law, regulations, or policy. THIS ADDENDUM SUPERSEDES, MODIFIES AND CONTROLS ANY CONFLICTING PROVISIONS CONTAINED IN THE CONTRACT REGARDLESS OF WHEN SUCH DOCUMENTS ARE SUBMITTED.

1. **PAYMENT** – The State will not make any advanced payments for goods or services unless the payment is (i) authorized by the policy of the West Virginia State Auditor (e.g., software/SaaS licenses, software support services, and the first year of a software subscription), or (ii) expressly authorized in a writing by the West Virginia State Auditor and that approval is made a part of this contract. Payments are made only after the (i) receipt of the goods and/or services and (ii) processing of all required invoice documentation to the State Auditor's satisfaction.

   The following provisions are deleted: (i) interest or penalties for late payment, (ii) payment of lost profits, termination fees, or liquidated damages upon termination, and (iii) acceleration of payments due to termination, default, or non-funding.

2. **FUNDING** –Payments under this Contract are contingent upon the availability of properly encumbered funds through legislative appropriation or other lawful funding sources. If funding becomes unavailable, then the State may terminate this Contract upon notice to the vendor. Non-appropriation or non-funding is not an event of default, and all work shall cease upon termination.

3. **TERMINATION FOR CONVENIENCE** – The State may terminate this Contract for convenience upon thirty (30) days written notice to the Vendor. The State will pay only for undisputed services rendered or goods delivered prior to termination. Any conflicting Vendor provision regarding termination is deleted.

4. **GOVERNING LAW** – The Contract shall be governed by the laws of the State of West Virginia or required federal law. Any provision requiring the application of any other state's laws is deleted.

5. **JURISDICTION/DISPUTES** – All claims for monetary damages must be filed with the West Virginia Legislative Claims Commission. Other legal actions must be brought in courts authorized under West Virginia laws to exercise jurisdiction.

6. **PRESERVATION OF STATE LEGAL RIGHTS -** Notwithstanding any provision contained in this Contract or other materials incorporated into this Contract, any term that limits, waives, or otherwise restricts the legal rights available to the State is deleted. Without limitation, the following provisions are deleted:

   a. Any requirement that the State agrees to (i) participate in binding arbitration or other extra-judicial dispute resolution process, (ii) waive a jury trial, or (iii) resolve disputes in any jurisdiction or venue other than the State of West Virginia.

   b. Any provision requiring the State to (i) indemnify, defend, or hold harmless the Vendor or any third party, or (ii) assume the Vendor's business or legal risks.

   c. Any provision limiting the Vendor's liability for direct damages arising from bodily injury, death, or damage to property (tangible or intangible) caused by the negligence or willful misconduct of the Vendor or its employees or agents. Any limitation of liability is enforceable only to the extent permitted by West Virginia Law.

   d. Any provision requiring the State to waive or limit its legal rights, claims or defenses.

   e. Any provision limiting the time within which the State may file a claim or initiate any legal action.

   f. Any provision permitting repossession of equipment without notice to the state. Repossession may occur only with appropriate notice.

   g. Any provisions requiring the State to pay Vendor's attorney fees, collection costs, or litigation expenses are deleted except in cases where they are ordered by a court of competent jurisdiction.

7. **TAXES** – The State is exempt from federal, state, and local taxes. Any provision requiring the State to pay taxes on behalf of the Vendor is deleted. The State will provide a tax-exempt certificate upon request.

8. **ASSIGNMENT** – No assignment of this contract is effective and binding until the State and Vendor execute a change order to this Contract. This Contract is automatically terminated if the assignment is to a person or entity with whom the State is prohibited from doing business. In that circumstance, Vendor agrees to pay the State a pro-rata refund equal to the cost paid for the unused portion of the commodity or service provided. The State may assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor.

9. **RENEWAL/MODIFICATION** – This Contract may be renewed, extended, amended, or modified only by written agreement signed by both parties and approved, as to form, by the Attorney General. Any automatic renewal or modification provision is deleted.

10. I**NSURANCE** – Any provision requiring the State to maintain insurance for the benefit of the State, the Vendor or any third party is deleted.

11. **DELIVERY** – All deliveries under the Contract shall be FOB destination unless the State expressly and knowingly agrees otherwise in writing. Any contrary delivery term is deleted.

12. **PUBLIC RECORDS AND CONFIDENTIALITY** – This Contract and related records are subject to the West Virginia Freedom of Information Act ("W. Va. FOIA") (W. Va. Code §29B-1-1 et seq.) and applicable public procurement laws. Any provision requiring Vendor consent or notice prior to disclosure is deleted.

    All provisions requiring the non-disclosure of information must be (i) permitted by West Virginia law, (ii) incorporated through a separately signed writing, and (iii) approved, as to form, by the Attorney General.

13. **DATA OWNERSHIP**. During and after the term of this Contract, the State retains all ownership rights to information or data that the State provides to the Vendor, or which the Vendor collects or captures while providing its services (hereafter "Data"). The Vendor agrees to only use the Data to provide the procured services. Without limitation, the following provisions are deleted:

    a. Any provision granting the Vendor or any other person or entity: (i) rights to sell, license or otherwise exploit the Data, (ii) use rights (including without limitation the right to use the Data to train machine learning and/or artificial intelligence models) or (iii) any other proprietary interests in the Data.

    b. Any provision that defines "Data" in a manner that excludes from these protections: (i) transaction or system-based data, including metadata, (ii) Data once it has been de-identified, anonymized, or aggregated, or (iii) vendor analytics performed on the Data.

    Before contract termination, the Vendor agrees to coordinate with the State, to either (1) destroy the Data or (2) return it to the State in the format requested by the State. This shall be done without further conditions, costs, or delays.

14. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires binding the State to third-party's end-users license agreement (EULA), the Vendor represents that none of the mandatory click-through, unsigned, or web-linked EULA terms and conditions 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 a wrongful representation/assertion that the EULA's terms and conditions are in accord with, or subordinate to, this Addendum.

15. **AMENDMENTS** –All amendments, modifications, alterations or changes to this Contract shall be made by a (i) written change order, (ii) signed by all parties, and (iii) approved, as to form, by the Attorney General.

If legal circumstances require this Addendum to be amended, then those changes must be made in an OBVIOUS MANNER such as by using **bold** *Italics, or* underline to identify language being added and using bold ~~**strikethrough**~~ to identify language being deleted. Do not use track-changes. All changes to this WV-96 must be expressly approved by the Office of the Attorney General.

State: BridgeValley CTC	Vendor: _____
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit C

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 exceed five percent of the total contract amount.

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a covered transaction by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this award had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall include an explanation with this document.

Organization Name: _____

PO/Contract Number or Project Name: _____

Name(s) and Title(s) of Authorized Representative(s): _____

_____

Signature: _____

Date: _____

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of $100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

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

> *"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.
>
> *"Interested party"* or *"Interested parties"* means:
>
> (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
> (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
> (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)
>
> *"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

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

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

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Contracting business entity: _____

Address: _____

Contracting business entity's authorized agent: _____

Address: _____

Number or title of contract: _____

Type or description of contract: _____

Governmental agency awarding contract: _____

Names of each Interested Party to the contract known or reasonably anticipated by the contracting business entity *(attach additional pages if necessary)*:

_____

_____

_____

Signature: _____ Date Signed: _____

☐ Check here if this is a Supplemental Disclosure.

Verification

State of _____, County of _____:

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

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

_____
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *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.

1 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.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . _____

Note: 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.

☐ Other (see instructions) _____

3b 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 . . . . . ☐

4 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.)

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

Requester's name and address (optional)

6 City, state, and ZIP code

7 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.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **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*.

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

Exhibit G

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 G

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 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.

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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 • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: 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[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, 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 G

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*. 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*. Go to *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* 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[1]
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[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
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

[1] 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.

[2] Circle the minor's name and furnish the minor's SSN.

[3] 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.

[4] 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*. 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* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *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.

☐ New ☐ Update

STATE OF WEST VIRGINIA - PURCHASING DIVISION

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

Before a vendor is eligible to sell goods and/or services to the State of West Virginia, the ***West Virginia Code*** §5A-3-12 requires all vendors to have on file with the West Virginia Purchasing Division a completed Vendor Registration and Disclosure Statement. All vendors wishing to participate in the competitive bid process and receive purchase orders from the State of West Virginia exceeding $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 ***wvOASIS.gov***. Please complete this form in its **ENTIRETY** and return it with a check or money order made payable to the **STATE OF WEST VIRGINIA** in the amount of $**125.00**. Incomplete forms 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***.

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***. 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

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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 _____

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2. Vendor Tax Classification:

☐ Individual
☐ Sole Proprietor
☐ Partnership
☐ Corporation
☐ Board Member
☐ Trust
☐ Estate
☐ Government
☐ Medical Corporation
☐ Attorney Corporation
☐ Non-Profit Organization
☐ Payroll
☐ Employee

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

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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 ☐)

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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

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☐ **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]

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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***.

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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: _____

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 <u>will not</u> 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. <u>Emails containing attachments that exceed 30 MB</u> <u>cannot be accepted</u>.

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.