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**QUESTIONS WILL BE RECEIVED THROUGH JANUARY 2<sup>nd</sup> - MIDNIGHT**

**PROPOSALS WILL BE RECEIVED UNTIL JANUARY 30<sup>th</sup>, 12:00 pm EST<sup>1</sup>**

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<sup>1</sup> PROPOSALS RECEIVED AFTER THE DATE AND TIME PROVIDED ABOVE WILL NOT BE CONSIDERED. IT IS THE RESPONDENT'S SOLE RESPONSIBILITY TO ENSURE TIMELY DELIVERY OF THE PROPOSAL.

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

**1.1. OVERVIEW**

BridgeValley Community and Technical College is seeking a strategic partner to serve as a non-exclusive provider of textbooks and course materials. Respondents to this solicitation should have the capability of providing the services as outlined in Section 4 of the RFP.

**1.2. SCHEDULE OF EVENTS**

<b>12/18/2023</b>	Release bid to public. Bid will be released to public repository's, advertised in local media, by direct mailing, and wvOASIS Legal Notices.
<b>01/02/2024</b>	Questions and inquiries regarding any aspect of the solicitation is due by 12 o'clock, midnight.
<b>01/05/2024</b>	Responses to questions and inquiries received will be issued as an Addendum.
<b>01/30/2024 12:00 p.m. EST</b>	<b>BIDS DUE</b>
<b>01/30/2024 1:00 p.m. EST (promptly)</b>	Bids publicly opened and read aloud.
<b>02/12/2024 through 02/23/2024</b>	RESERVED – Oral Presentations
<b>03/01/2024</b>	Anticipated Contract Award

**1.3. Respondent Point of Contact**

The Respondent, or anyone on the Respondent's behalf, is not permitted to make any contact whatsoever with any member of the Board of Governors or College personnel as it relates to the requested services, terms and conditions as set forth in this solicitation. Violation of this clause may result in a rejection of the bid. The individual(s) named as "Buyer" is the sole contact for any and all inquiries after the solicitation has been released for bid.

All requests for clarification, inquiries or questions regarding the specifications or proposal submission must be received in writing by 12 o'clock, midnight, the 2nd of January, 2024 to: Angela Bradshaw, [angela.bradshaw@bridgevalley.edu](mailto:angela.bradshaw@bridgevalley.edu). Please reference **RFP BV2324-003** in the subject line of all communications.

Changes or 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 Cover Page (Exhibit A). Failure to acknowledge addenda may result in bid disqualification.

**1.4. Posting of Information**

The solicitation and any subsequent issued addendums will be available by accessing the following URL: <https://www.bridgevalley.edu/purchasing-information>.

**1.5. Proposal Submission**

In accordance with West Virginia Code §5A-3-11, proposals must be received by the College’s Office of Financial Affairs prior to the date and time of the due date as specified in above Section 1.2, Schedule of Events. Failure to deliver or the non-receipt of a bid by the date and time specified shall result in its rejection from the solicitation process.

**Respondents to this solicitation shall submit exhibits annotated REQUIRED.**

An ORIGINAL plus three copies by mail by 12:00 p.m., (EST), on the 30th of January, 2024 to:

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

The outside of the envelope or package(s) should be clearly marked:

Buyer: Aquino/Bradshaw  
Proposal: RFP BV2324-003  
Opening Date: 01/30/2024  
Opening Time: 1:00 p.m. EST (Promptly)

**SEALED WRITTEN BIDS WILL ONLY BE ACCEPTED. VERBAL QUOTES OR BIDS SUBMITTED VIA FAX, EMAIL OR ANY OTHER MEANS WILL NOT BE ACCEPTED, UNLESS OTHERWISE NOTED.**

**1.6. Rejection of Proposals**

The College shall select the best overall solution according to the criteria considered for contract award. However, the CPO reserves the right to accept or reject any or all proposals, in part or in whole at his/her discretion. The CPO reserves the right to withdraw this solicitation at any time and for any reason. Submission of, or receipt by the 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 would conflict or compromise in any manner or degree with the performance of its services under this contract. If any potential conflict is later discovered or if one arises, the Respondent must disclose it to the College promptly.

**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 as a result 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 record 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 Vendor 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 Vendor*

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 Vendor Preference Certificate form, when applicable, with its bid will result in denial of Preference. 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 Vendor 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 Vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing by submitting Form WV-1 "Vendor 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 Vendors.

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

**1.15. Contract**

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 Cover Page, a Schedule of Fees, the solicitation and any addendum, and the Respondent's bid along with all required exhibits in response to the solicitation.

**1.16. Term of Contract & Renewals**

The contract shall be effective beginning the 1st day of July 2024 for a period of three (3) years; and, by mutual consent, renew annually for a maximum of two (2) renewal periods.

**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 affected current fiscal period without charge or penalty. The College shall give the Respondent written notice of such non-appropriation or non-allocation of funds as soon as possible after 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 (Exhibit E) 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:

<http://www.state.wv.us/admin/purchase/RespondentReg.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 W9 (Exhibit D) 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 (Exhibit B). 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 (Exhibit C) should be completed, signed, and returned with the Respondent's proposal.

### 2.7. Cover Page

The Cover Page (Exhibit A) includes the RFP Number, Addenda Received check boxes, name(s) of oral presentation attendee(s), the Respondent's business name, business address and telephone number, a contact name and e-mail address. It also includes a signature line and date for the individual authorized to obligate the business.

## **SECTION 3      Background Information**

### **3.1.      Location**

The College is located at:

BridgeValley Community & Technical College  
2001 Union Carbide Drive  
South Charleston, WV 25303

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

### **3.2.      About the College**

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

#### Mission Statement

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

#### Vision Statement

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

#### Value Statements

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

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

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



## SECTION 4 SCOPE OF SERVICES

### 4.1. Project

The College, aware of the continual evolution of the bookstore environment, is receptive to any business model that would provide its faculty, staff and students an affordable, cost-efficient, innovative, proactive and quality solution.

### 4.2. Bid Requirements

Proposals should address the following:

#### 4.2.1. Business Model Overview

- The availability of textbooks for purchase in new or used condition; or, through a rental program.
- The availability to order textbooks online whether to purchase, used or new, or rent;
- The availability to provide expedited delivery methods.
- The ability to offer faculty and students an avenue to custom build a course textbook and supply package.
- A clearly defined textbook and course material adoption workflow and review process.
- The ability to provide a book buy-back program.
- A competitive and well-developed marketing strategy.
- The reliability of product delivery.
- The ability to provide a full range of course materials (new, used, custom, digital, rental) to include required, recommended, or suggested course materials and supplies, course packs, software, and materials published or distributed electronically.
- The guaranty that adequate inventory of textbooks, course materials, custom build textbook packages, related academic supplies and materials are maintained for purchase by students.
- The availability of used textbooks for purchase and rental textbooks for rent by student.
- A digital delivery program that addresses the changing types of course materials, including course materials, textbooks, multi-media streaming, supplemental content, and integration with learning management systems.
- The process to provide custom course packs that includes securing copyright clearances in compliance with all copyright laws, production/printing and/or electronic distribution.
- The ability to collaborate with the College’s Director of Marketing, or third-party contracted agency, on all licensed material for retail.
- A ***PRICING POLICY*** that ensures textbooks and course materials are affordable to students. The pricing policy should be innovative and address the desire of the College to provide students with affordable textbooks and course materials.
- The ability to provide free shipping, or, if shipping charges apply, the process to establish fair and reasonable shipping charges.

- A **BUYBACK/REFUND POLICY** that is sensitive to the needs of College students and customers.

#### 4.2.2. Facility Equipment, Access and Deliveries

- Business models with a proposed on-site presence will be responsible for providing all furniture, shelving, display cases, cash registers and equipment necessary for the operation. Any furniture and equipment must be in good working condition when installed.
- The layout of the bookstore shall contribute to the positive image of the College.
- Staff access to facilities will be during regular college hours of operation.
- Deliveries must be made to the College's designated shipping/receiving area during general hours of operation. The College will make every effort to notify the Vendor of received deliveries; however, Vendor personnel must be available to receive all of its deliveries at the time of delivery and provide for the transportation of the delivery from the receiving/shipping area to the designated bookstore space. The College will not assume any responsibility for deliveries.

#### 4.2.3. Operating Expenses [*Applicable to Business Models with on-site presence.*]

- Utilities: The College will provide electricity, heating and air conditioning in accordance with the College requirements and to the extent they are available. If the Vendor requires additional utilities from what is currently installed the Vendor, with review and approval from the Executive Director of Environmental Health, Safety and Facilities, will be required to install them at its expense and in accordance with College specifications.
- Telephone Service: The College shall provide the Vendor a telephone for internal use only. The Vendor shall be responsible for the installation and payment of any other telephone service required to operate the bookstore.
- Other: The Vendor will be responsible for the payment of all the expenses associated with the sales, purchases, licenses, permits, taxes and other bookstore operating expenses unless stated otherwise in this RFP.

#### 4.2.4. Security

Although the College employs law enforcement personnel, the vendor shall be responsible for the security of the bookstore and its contents. Established procedures which address the safety of bookstore facilities, personnel, and operations, including steps to prevent the buy-back of stolen books and shoplifting shall be included in the response.

The College shall have a key to the bookstore (designated space for buy-back/rental return) and be allowed 24-hour emergency access by College law enforcement personnel.

#### 4.2.5. Commissions

The Vendor shall pay to the College a percentage of gross sales on a monthly basis. The Vendor shall provide in detail a proposed schedule of commissions to be paid. As gross sales pass an identified threshold, the College expects the percentage of commission to escalate. In response to this RFP the Vendor should identify the commission it is willing to pay at certain sales thresholds.

#### 4.2.6. Scholarships

The College will look favorably at plans that include annual academic scholarships to students.

#### 4.2.7. Technology

- PCI (Payment Card Industry) Compliance. To ensure all possible steps are taken to secure the College's student and College personnel personal data, all bookstore technology and e-commerce processing must be PCI compliant.
- Provide to the College on an annual reporting period applicable certification, to include but not limited to, PCI compliancy and SOC2 documentation.
- System must be secured and meet all federal, local and state data security standards.
- Provide a completed Higher Education Cloud Vendor Assessment Tool (HECVAT).
- Indicate whether the systems used for e-commerce supports a two-factor authentication. If not, please provide the authentication method utilized.
- Indicate whether the systems used for e-commerce or any other ERP solution supports single sign-on.
- The vendor must provide their own networking infrastructure, including internet access.
- The vendor must provide up-time and performance SLA (Service Level Agreement) statistics. This is to ensure capacity and performance during peak periods of traffic.
- Proposals should describe the POS system utilized by the Vendor and the steps/processes to install the POS system. The Vendor should define the typical timeline required for the installation of the POS system post transition.

#### 4.2.8. Customer Data/FERPA

The vendor shall agree to abide by the limitations on re-disclosure of personally identifiable information from student education records ("Information") set forth in The Family Educational Rights and Privacy Act (FERPA) and the regulations pertaining to FERPA. The vendor shall agree to hold Information in strict confidence; shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Information received from, or on behalf of the College or its students; shall not use or disclose Information except as permitted or required by the Agreement, applicable law, or as otherwise authorized in writing by the College; shall not use Information for any purpose other than the purpose for which the disclosure was made; and upon termination, cancellation, expiration or other conclusion of the Agreement, shall return all Information to the College or, if return is not feasible, destroy any and all Information. The vendor shall, within one day of discovery, notify the College in writing any use or disclosure of Information not authorized by this agreement.

#### 4.2.9. Accessibility Commitment

The College is committed to providing full access through this potential program. As such, vendor warrants that it complies with federal disabilities laws and regulations. Vendor hereby warrants that the Provider Technology to be provided under this Agreement to End Users and Public Users comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194, and vendor further warrants that its products is compliant with WCAG 2.0 AA

guidelines. Within 30 days of delivery and complete installation, and prior to payment, the College reserves the right to perform acceptance testing or to have tested at vendor's expense the vendor's technology and services with features represented as compliant to Federal accessibility requirements by vendor as set forth in this section. If testing discloses the products or services are not compliant, vendor will resolve the identified noncompliance at vendor's expense based on a mutually agreed upon timeline before College will approve invoices for payment. If products or services are found not in compliance as set forth in this section during actual use of product or services by College, vendor will promptly resolve the identified breach at vendor's expense based on a mutually agreed upon timeline. Vendor further agrees to indemnify and hold harmless the College from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach and be grounds for termination of this Agreement.

#### 4.2.10. Operating Statements

The College may require comprehensive monthly/quarterly financial operating statements. Failure to submit such statements gives the College the option to terminate the contract immediately. The College may at any time during the term of the contract conduct an audit of the Vendor's records.

#### 4.2.11. Accounting Records

Books of accounts shall be maintained in an accurate and complete manner according to generally accepted accounting principles, reflecting the Vendor's business together with appropriate supporting data and documents. The Vendor shall make books of accounts and supporting data and documents available for inspection, reproduction and audit by the College at all reasonable times for a period of at least five (5) years after the close of each contract year. The Vendor shall provide, from time to time, such special reports covering its operations under this agreement as may be requested by the College.

#### 4.2.12. Audits

The Vendor extends to the College the right to review and inspect any or all of the cash register detail tapes and/or daily report forms, income statements, or any other data relevant to the revenue computation. At the request of the College, the Vendor will furnish an audited report of revenue prepared by a certified public accountant. Regardless of specifically requested reviews, the Vendor shall provide the College certified financial statements at the close of each fiscal year. The College reserves the right to establish a review panel to work with the Vendor and to organize the audits of its finances.

#### 4.2.13. Records Review

At the request of the College, the Vendor shall meet with College personnel to review bookstore operations.

#### 4.2.14. Transaction Recording

The Vendor will be responsible for the development and implementation of a system to assure the accurate recording of all transactions. This system should provide for the daily reconciliation of cash receipts with a transaction record. This system is subject to the review, possible revision and approval of the College.

4.2.15. Acceptance of Payments

The Vendor shall state in the proposal which forms of payments will be accepted in the bookstore. Acceptance of a complete range of debit/credit cards and EFT payments is expected.

4.2.16. Operating Hours

The Vendor shall state in the proposal a schedule of operating hours for all business models.

4.2.17. Book Lists and Information

Book lists shall remain the property of the Vendor. The Vendor agrees to maintain such information for inspection by the College or as required by law for the term of the agreement and for at least five (5) years after the expiration of the agreement. The Vendor must show the ability to obtain the book requirements electronically.

4.2.18. Campus Life

The Vendor must become fully involved in the academic, cultural and social environment of the College and take every opportunity to offer special merchandising and/or assistance to support college activities. The vendor must have a collaborative working relationship with college personnel. The vendor should include in the proposal its plan to assimilate into the campus culture.

4.2.19. Vendor Cooperation/Transition

The Vendor shall propose a detailed transition plan, including a timeline with dates and events to ensure uninterrupted bookstore operations.

4.2.20. References

The proposal should include up to five (5) references of higher education institutions where similar business models were provided. References should include organization name, contact name, title, telephone number, and if available email address.

**4.3. Special Terms and Conditions**

4.3.1. Insurance Requirements

The Respondent, as an independent 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 <sup>each occurrence</sup> |

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.

#### 4.3.2. Subcontracts/Joint Ventures

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

#### 4.3.3. 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. The Respondent shall maintain such records 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.      Cover Page**

As provided in Section 2 of this RFP as an eligibility requirement, the Cover Page includes the solicitation number, addenda acknowledgement(s), name(s) of oral presentation attendee(s), the Respondent's business name, business address and telephone number, a contact name and e-mail address. It also includes a signature line and date for the individual authorized to obligate the business.

### **5.2.      Table of Contents**

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

### **5.3.      Letter of Transmittal**

Limit to one or two pages.

- Briefly state the Respondent's understanding of the RFP and the commitment to successfully provide requested services.
- Provide a list of team member names that will be authorized to make representations for the Respondent, their respective titles and contact information.

### **5.4.      Company Overview, Experience and Qualifications**

- The number of years the company has been in business and the number of years, if applicable, serving a collegiate market.
- If applicable, the number of partnerships held in the collegiate market and the average contract period of such partnerships.
- Response to bid requirements and other as provided in Section 4 "SCOPE OF SERVICES." (To include, but not limited to, methods of delivery for course materials, overview of pricing strategies to support reducing cost and increasing affordability of course materials, highlighting any recent success in supporting textbook affordability, current retail pricing and textbook options, overview of an online textbook ordering process from a customer's perspective, what type of payments are accepted, capability of interfacing with a student information system, real-time stock availability, estimated delivery times, customer support information, order acknowledgements, shipping options, availability of a marketplace or price comparison tool, experience with BANNER, BlackBoard, Customer Service commitment – experience - outlook, Faculty Service commitment – experience – outlook.)
- Services similar in nature and scope provided 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.

### **5.5.      Commission/Price**

Information is to be provided in a separate sealed envelope and labeled as "Commission/Price". The proposal must identify and detail any and all commission/pricing structures, cost or fees. Any pricing is to be fully inclusive of all services and expenses (including travel to on-site collection areas).

### **5.3.      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 scoring of 100 points total. The recommendation of the successful Respondent

will be made to the President by a consensus of the Evaluation Committee and the CFO/CPO. The criteria and the assigned weight factors are provided in Part 5, Section 5.4 and Section 5.5 of this solicitation.

**5.4. Evaluation Criteria**

The following are the factor and point values:

Company Overview	40 Points Possible
Experience and Qualifications	40 Points Possible
Commission	<u>20 Points Possible</u>
Total	100 Points Possible

Sealed commission proposals will be evaluated by use of the following formula:

$$\frac{\text{Commission of Proposal Evaluated}}{\text{Highest Commission of All Proposals}} \times 20 = \text{Commission Score}$$

**5.5. Minimum Acceptable Score**

Respondents must score a minimum of 80% (64 points) of the total technical (Company Overview, Experience and Qualifications) points possible in order to be eligible for further consideration and to continue in the evaluation process. All Respondents not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

The College may select the successful Respondent’s proposal based on best value purchasing which is not necessarily the lowest price submitted by a 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 of these proposals, in whole or in part, if to do so is in the best interests of the College.

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



## **SECTION 6      ADDITIONAL INFORMATION**

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

**RFP COVERPAGE**

The undersigned declares that he/she has read **BV2324-003** and that the following proposal is submitted as a good faith response. The undersigned declares that he/she has the authority to obligate the company and that all mandatory requirements were met.

**ORAL PRESENTATION VERIFICATION**

Attendee Name/Title \_\_\_\_\_

Attendee Name/Title \_\_\_\_\_

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

Addendum 1 \_\_\_\_\_ (initial receipt)

Addendum 2 \_\_\_\_\_ (initial receipt)

Addendum 3 \_\_\_\_\_ (initial receipt)

\_\_\_\_\_  
(Signature of Signee)

\_\_\_\_\_  
(Print Name of Signee)

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

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(E-mail)

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

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

Vendor:

Contract/Lease Number ("Contract"): BV2324-003

Commodity/Service: Textbook/Bookstore Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
- 13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
- 14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
- 15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
- 16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
- 17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
- 18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

- 19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
- 20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strike through~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General’s authorized representative expressly agree to and knowingly approve those alterations.

State: BridgeValley Community and  
Technical College

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

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

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

Printed Name: Cathy Aquino

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

Title: Chief Financial Officer

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

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

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

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

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

**DEFINITIONS:**

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

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

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

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

# Request for Taxpayer Identification Number and Certification

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

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

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

## Part I Taxpayer Identification Number (TIN)

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

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

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

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

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

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-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-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. 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).

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

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

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

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**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 his or her 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 his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the 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 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 under 4 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.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States 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 no longer are 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.

a. **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: 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 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** 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.

d. **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. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity 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, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

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

### Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	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 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 in 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 possession, 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 possession
- 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
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947



The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

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

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

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed 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 possession, 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)

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, write 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 individual taxpayer identification number (ITIN). Enter it in the social security number box. 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). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "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, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide 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.

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

## Part II. Certification

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

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

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

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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

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

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

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
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 under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

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

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 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 credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 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 1-877-777-4778 or TTY/TDD 1-800-829-4059.

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

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

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

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may 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, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**STATE OF WEST VIRGINIA - PURCHASING DIVISION**

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

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Before a vendor is eligible to sell goods and/or services to the State of West Virginia, the **West Virginia Code** §5A-3-12 requires all vendors to have on file with the West Virginia Purchasing Division a completed Vendor Registration and Disclosure Statement. All vendors wishing to participate in the competitive bid process and receive purchase orders from the State of West Virginia exceeding \$5,000 in aggregate across all state agencies are required to complete the Vendor Registration and Disclosure Statement (WV-1 form) and pay a **\$125.00** annual fee. Payment of the annual fee includes email notifications on bid opportunities based on the commodities and services selected upon registering in the Vendor Self-Service (VSS) portal at **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](http://www.state.wv.us/admin/purchase/vrc/vendorconduct.pdf)**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---

**2. Vendor Tax Classification:**

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

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

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

**3. Taxpayer Identification Number (TIN):** If you have an Identification Number, enter it below. All partnerships, corporations, or companies with employees must have an EIN.

EIN

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

- (SSN , ITIN , ATIN )

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

**West Virginia Code** §5A-3-59 establishes a procurement certification program in West Virginia for small, women-, and minority-owned businesses. Requirements related to the certification program are provided in the **West Virginia Code of State Rules** §148-2-1 et seq. Note that this certification provides nonresident vendors preference that is equivalent to competing resident (West Virginia) vendors that have applied for resident vendor preference, in accordance with **West Virginia Code** §5A-3-37. This certification may assist resident small, women-, and minority-owned businesses when soliciting business in other states. If you are renewing your two-year SWAM business certification status, please indicate the appropriate designation below.

**Certification of Status** (Check all those which apply)

- Minority-owned Business** [1] means a business concern that is at least fifty-one percent owned by one or more minority individuals or in the case of a corporation, partnership, or limited liability company or other entity, at least fifty-one percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.
- A “minority individual” means an individual who is a citizen of the United States or a noncitizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:
    - **African American** means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
    - **Asian American** means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands, including, but not limited to, Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
    - **Hispanic American** means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
    - **Native American** means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

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

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

- Small Business** [2] means a business, independently owned or operated by one or more persons who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, which, together with affiliates, has two hundred fifty or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.
- Women-owned Business** [3] means a business concern that is at least fifty-one percent owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least fifty-one percent of the equity ownership interest is owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law.

**(B) Other Federal Designations**

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

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

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

6. What is the latest Dun & Bradstreet number and rating on the vendor? \_\_\_\_\_

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.

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*Authorized Agent of Vendor (Print Name)*

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*Authorized Agent (Signature)*

---

*Title*

---

*Date*

<b>PURCHASING DIVISION USE ONLY</b>
Vendor ID: _____
Check No. : _____
Memo No. : _____
Date: _____
Entered by: _____