



RFP # 240003

Bus Lease

Questions will be received until 3:00 PM, Wednesday, August 2, 2023

Proposals will be received until 10:00AM, Wednesday, August 16, 2023

Proposals will be opened 10:15AM, Wednesday, August 16, 2023

This Bid Packet contains 35 pages

REQUEST FOR PROPOSALS # 240003**Bus Lease**

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RFP Checklist

The following pages must be returned in order for your bid to be considered

Page #	Description	Initial
3	RFP Checklist	_____
8	Designated Contact Form	_____
24	Exhibit D: RFP Certification	_____
25	Exhibit E: Addendum Acknowledgement	_____
26-27	Appendix 1: Pricing Matrix	_____
28-29	Appendix 2: WV-96 (Must be signed if your firm has T&Cs)	_____
30	Appendix 3: Contractor Notice	_____
31	Appendix 4: Employment History Disclosure Statement	_____
32	Appendix 5: Drug Free Workplace Conformance Affidavit (Notarized)	_____
33	Appendix 6: Purchasing Affidavit (Notarized)	_____
34	Appendix 7: WV Vendor Preference Certificate (If applying for status)	_____

I certify that I have read the above and the necessary pages are present in my bid.

Signature

Printed Name/Title

Date

REQUEST FOR PROPOSALS

RFP 240003

SECTION 1: GENERAL INFORMATION

1.1 Introduction

1.2 Instructions to bidders: **See Exhibit A for bidder instructions.**

1.3 General Terms and Conditions: **See Exhibit B.**

1.4 Posting of Information: This RFP and any addenda, including answers to questions, will be posted in 315 Shaw Hall, on the campus of West Liberty University.

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

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

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

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

1.9 Inquiries: Inquiries regarding specifications of this RFP/RFB or regarding the procurement process in general must be submitted in writing to the Director of Purchasing by 3:00 PM August 2, 2023. All inquiries of specification clarification must be address to:

West Liberty University
ATTN: Patrick Kelly, Director of Purchasing
208 University Dr.
CUB 109
West Liberty, WV 26074

Or

Patrick.Kelly@westliberty.edu

1.10 Schedule of Events:

RFP Released	7/19/2023
Vendor’s Written Questions Submission Deadline.....	8/2/2023
Addendum Issued.....	8/9/2023
Bid Due Date.....	8/16/2023
Bid Opening Date.....	8/16/2023
Commencement of Contract (Anticipated).....	9/1/2023

SECTION 2: BACKGROUND INFORMATION

WLU is a Division II four-year University located in a picturesque, rural setting in Ohio County, in the northern panhandle of West Virginia. Predating the statehood of West Virginia, WLU was founded in 1837. The university campus is located in the town of West Liberty along WV Route 88 approximately 11.5 miles from the county seat of Wheeling, WV and 175 miles from the capital of Charleston, WV. West Liberty is convenient to several major cities with Pittsburgh, PA located 54 miles to the east, Columbus, OH located 138 miles to the west, and Cleveland, OH located 150 miles to the northwest.

WLU has a student population of approximately 2250 students in 25 undergraduate and 14 graduate programs. Full-time students number approximately 1600. Historically, the university experiences a 9-10% drop in enrollment in the spring semester. The WLU campus residence halls have a capacity of about 1300 beds and a single campus dining facility operated by a third-party partner. The campus also boasts a student union with several retail dining options meeting space, and our bookstore, operated by a third-party partner. The university has approximately 300 full-time employees.

WLU boasts a proud athletic tradition, competing in the Mountain East Conference as the Hilltoppers, West Liberty currently fields eighteen men's and women's teams. Some 500 student-athletes are proud to represent the university in competition. The campus also has a strong Greek Life presence, intramural sports and other clubs and organizations to round off campus life.

Project Goals: WLU seeks qualified vendors to submit a bus lease for the term of 5 years (60 months) for our athletic department. We will need two (2) thirty-five (35) passenger buses to be delivered on or about July 1, 2024 and one (1) thirty-five (35) passenger bus to be delivered on or about July 1, 2025.

SECTION 3: SCOPE OF SERVICES

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

3.2 Vendor will provide two (2) thirty-five (35) passenger buses to be delivered on or about July 1, 2024 and one (1) thirty-five (35) passenger bus to be delivered on or about July 1, 2025. These buses must have at a minimum the following features:

3.2.1 All vehicles must be in new condition and must meet all federal standards for weight and axle load.

3.2.2 Chassis sizing must be appropriate to transport thirty-five passengers with luggage and equipment.

3.2.3 Air conditioning and heating must be new and in working order.

3.2.4 Tires are to be all season and in new condition, a spare tire must be provided.

3.2.5 Engine should be 6.7L Diesel, if vendor believes a different engine should be used, they should provide pricing for both and justification on the specification change.

3.2.6 Heated mirrors

3.2.7 High back driver's seat with air suspension

3.2.8 Seventeen (17) Double USB ports with 12V Plug-In

3.2.9 Dual reading lights above passenger seating

3.2.10 Reclining passenger seats

3.2.11 Seat belts for all passengers

3.2.12 Stanchion and modesty panel behind driver

3.2.13 Rear luggage door

3.2.14 Navigation system

3.2.15 Backup camera

3.3 Vendor will provide a right of first refusal to purchase the bus at the end of the sixty-month (60) initial lease. This buyout price must be provided at the time of bid submittal.

3.4 Vendor will provide a potential lease extension not to exceed twenty-four (24) additional months in the event that West Liberty needs to extend the leases.

3.5 Vehicle lease years will run from July 1 – June 30.

3.6 Vendor should provide pricing to have the bus wrapped, but must provide explicit permission to wrap/label busses with university information for advertising purposes.

SECTION 4 VENDOR INFORMATION AND QUALIFICATIONS

Provide a statement/response to each of the following:

4.1 Qualifications and Experience: Vendors will provide information regarding their firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project.

4.2 Describe the Firm's size, illustrating its ability to fulfill the terms of the RFP.

4.3 References: Provide references from three (3) customers from the past five (5) years for services that are similar in scope, size, and complexity to the services described in this RFP.

4.3.1 Customer name & address of property,

4.3.2 Contact name, email address and phone number

4.3.3 Brief description of the project

SECTION 5: BIDDER RESPONSE AND EVALUATION CRITERIA

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

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

5.2 Proposals should be limited to **25** pages. Additional material may be presented as exhibits to the main proposal.

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

Vendors failing to score at least 21 points for the technical bid will not be considered to have met the minimum acceptable score. Any vendor not meeting the minimum acceptable score will NOT be considered for award of the contract.

5.3.1 Qualifications, Experience and Company Background – 15 points

5.3.2 WV Resident Vendor – 5 points

5.3.4 Timeline for delivery – 5 points

5.3.5 Vehicle specifications - 10

5.3.5 Price – 65 points – The low bid will receive the full 50 points. Each higher bid will receive a percentage of the 50 points on a ratio basis compared to the low bid cost.

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

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

5.6 Proposal Format: Vendors must provide responses in the format below:

Title Page: State the RFP subject, number, Vendor’s name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor’s signature and date.

Table of Contents: Clearly identify the material by section and page number.

Exhibit D: Mandatory Specification Checklist:

Vendor responses to questions in Section 4

Supplementary forms

WV-96 (Agreement Addendum) – Must be signed if vendor will submit a contract containing terms and conditions. This form will not be negotiated, vendor agrees to sign as is.

Resident Vendor Preference – If Vendor is claiming preferential status.

Contractor Notice – If vendor will have personnel on campus during the execution of this Contract.

Drug Free Workplace Certificate – This form must be notarized.

Purchasing Affidavit – This form must be notarized.

Pricing Matrix

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

(Name, Title)

(Printed Name, Title)

(Address)

(Phone Number, Fax Number)

(E-Mail Address)

(Company EIN)

EXHIBIT A**Instructions to Bidders**

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain in RFP/RFB for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about the requirements that if overlooked could lead to disqualification of a vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Request for Proposals (RFP) or Request for Bids (RFB). Failure to do so may result in disqualification of vendor's bid.
2. **MANDATORY TERMS:** The RFP/RFB may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the RFP/RFB will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this RFP/RFB

a pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a vendor must list on the attendance sheet his or her name and the name of the vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the vendor's email address, phone number and fax number on the attendance sheet. It is the vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of vendor's bid.

All vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the RFP/RFB prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this RFP/RFB. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the email address listed below to be considered.

Submitted emails should have the RFP/RFB number in the subject line.

A written response will be published in an RFP/RFB addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this RFP/RFB are preliminary in nature and are nonbinding.

Submit Questions to Patrick.kelly@westliberty.edu

Question Submission Deadline: 3:00 PM on August 2, 2023

5. **VERBAL COMMUNICATION:** Any verbal communication between the vendor and West Liberty University personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the RFP/RFB by an official written addendum is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically to the email address identified in the bid document OR mailed/hand delivered to the address below:

Bid delivery address

208 University Dr.
CUB 109
West Liberty, WV 26074
Attn: Director of Purchasing

Or Hand delivered to

315 Shaw Hall, West Liberty University Campus
West Liberty, WV 26074

Or emailed to

purchasingbids@westliberty.edu

Hand delivered or mailed bids should clearly identify the RFP/RFB number on the envelope.

Bids emailed to any address other than purchasingbids@westliberty.edu **will not be considered under any circumstances.**

For Request for Proposal (“RFP”) Responses Only: Mailed/delivered vendor responses should include one (1) original and a flash/thumb drive with an electronic copy of the bid by the date and time shown in Section 7 (below). Additionally, the vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

7. **BID OPENING:** Bids submitted in response to this RFP/RFB will be opened at the location identified below on the date and time listed below. Delivery of a bid, whether by e-mail or delivery, after the bid opening date and time will not be accepted and will result in bid disqualification.

Bid Delivery Deadline: 10:00 AM Wednesday, August 16, 2023

Bid Opening Date and Time: 10:15 AM Wednesday, August 16, 2023

Bid Opening Location: 315 Shaw Hall, on the campus of West Liberty University.

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this RFP/RFB will be made by an official written addendum. Vendor should acknowledge receipt of all addenda issued with this RFP/RFB by completing an Addendum Acknowledgement form, of copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATE MODEL OR BRAND:** Any model, brand, or specification listed in this RFP/RFB establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor unless specifically addressed in the RFP/RFB. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by West Liberty University's sole discretion. Any vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The RFP/RFB contains specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the RFP/RFB may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** Communication with West Liberty University or any of its employees regarding this RFP/RFB during the RFP/RFB, bid, evaluation, or award periods, except through the Director of Purchasing, is strictly prohibited without prior written approval.
13. **REGISTRATION:** Prior to award of any contract award in the amount of \$25,000 or greater, the apparent successful vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the vendors' bid.

15. **WAIVER OF MINOR IRREGULARITIES:** West Liberty University reserves the right to waive minor irregularities in bids or specifications.
16. **NON-RESPONSIBLE:** West Liberty University reserves the right to reject the bid of any vendor as Non-Responsible in accordance with WV Code of State Rules § 148-1-5.3, when the director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.
17. **ACCEPTANCE/REJECTION:** West Liberty University may accept or reject any bid in whole, or in part if it is found to be in the best interest of West Liberty University.
18. **YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the RFP/RFB and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the Freedom of Information Act West Virginia Code § 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to West Liberty University constitutes your explicit consent to the subsequent public disclosure of the bid, proposal or document. West Liberty University will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

19. **INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribe and approved by the WV Ethics Commission prior to contract award.

A copy of that form is included with this RFP/RFB or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

20. **WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, West Liberty University reserves the right to request those items after bid opening and prior to contract award.
21. **EMAIL NOTIFICATION OF AWARD:** West Liberty University will attempt to provide bidders with e-mail notification of contract award when an RFP/RFB that the bidder participates in has been awarded. For notification purposes, bidders must provide West Liberty University with a valid email address in the bid response. Bidders may also monitor West Liberty University's website to determine when a contract has been awarded.
22. **SIGNING:** Quotations or bids with a wet signature should be signed in blue ink, those signed electronically should include electronic verification of signature.

23. **DELIVERIES:** Unless otherwise indicated, all deliveries are to be sent to:

West Liberty University
(Applicable Location on Campus)
ATTN: (Insert the name of the department)
West Liberty, WV 26074

The Purchase Order number must be on the carton and packing slip to avoid confusion.

24. **INVOICES:** All invoices MUST be mailed to:

West Liberty University
ATTN: Accounts Payable
208 University Dr.
CUB 109
West Liberty, WV 26074

Or

accountspayable@westliberty.edu

The Purchase Order number must be on each invoice. Only one (1) Purchase Order number is allowed per invoice.

25. **VENDOR PREFERENCE:** If Vendor is going to request preference that they may be entitled to according to WV State Code, then they must use the form enclosed, and make request for such preferences at exactly the same time as they submit their quote or bid. Preference may not be requested later, nor is it automatically granted to any vendor.

EXHIBIT B**General Terms & Conditions**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the West Liberty University's Chief Procurement Officer or Director of Purchasing, or their designee, and approved as to form by the Attorney General's Office constitutes acceptance by West Liberty University of this Contract made by and between the University and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid RFP/RFB, signifies vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this RFP/RFB/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this RFP/RFB/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, institution, board, commission, or other entity of the State of West Virginia that is identified on the first page of the RFP/RFB or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"Bid" or "Proposal"** means the vendors submitted response to this RFP/RFB.
 - 2.3. **"Chief Procurement Officer" or "Director of Purchasing"** means the individual authorized to sign Purchase Orders/Contracts.
 - 2.4. **"Institution"** means the entity identified on the first page of the RFP/RFB who is issuing the solicitation.
 - 2.5. **"Contract" or "Purchase Order"** means the binding agreement that is entered into between the Institution and the vendor to provide the goods or services requested in the RFP/RFB.
 - 2.6. **"Award Document"** means the document signed by the Institution and approved as to form by the Attorney General, which identifies the vendor as the contract holder.
 - 2.7. **"RFP/RFB"** means the official notice of an opportunity to supply the Institution with goods or services.
 - 2.8. **"State"** means the State of West Virginia and/or any of its agencies, institutions, commissions, boards, etc. as context requires.
 - 2.9. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the RFP/RFB, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of two (2) years. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon mutual written consent of the Institution and the Vendor, with approval of the Attorney General's Office (Attorney General approval is as to form only) for five (5) successive years. Any request for renewal should be delivered to the Institution thirty (30) days prior to the expiration date of the contract.

Automatic renewal of this Contract is prohibited.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

One-Time Purchase: The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: Contract Term specified in Section 3.3 (60 months with the possibility for two (2) 12 month extensions.

4. **AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract upon receipt of a signed Purchase Order.
5. **QUANTITIES:** The quantities required under this Contract shall be identified in the RFP/RFB/Purchase Order.
6. **REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Institution by the vendor as specified:

BID BOND (Construction Only): Pursuant to the requirements contained in WV Code § 5-22-1(c), all Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of one hundred percent (100%) of the contract. The performance bond must be received by the Institution prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Institution prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as

the bond it replaces. A letter of credit submitted in lieu of a Performance and Labor/Material Payment Bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

Notwithstanding the foregoing, West Virginia Code § 5-22-1(d) mandates that a vendor provide a Performance and Labor/Material Payment Bond for construction projects. Accordingly, substitutions for the Performance and Labor/Material Payment Bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Institution prior to Contract award.

LICENSE(S)/CERTIFICATIONS/PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the licenses, certifications, and/or permits requested in the RFP/RFB.

7. **INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the Institution as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Institution with proof that the insurance mandated herein has been continued. Vendor must also provide the Institution with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award.

Vendor must maintain

Commercial General Liability Insurance in at least an amount of \$5,000,000 per occurrence.

Automobile Liability Insurance in at least an amount of \$1,000,000 per occurrence.

Cyber Liability Insurance in at least an amount of _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

8. **WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of worker's compensation insurance upon request.
9. **LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the Institution's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\$1,000 per week (or prorated figure for incremental portion of a week) for failure to perform services in accordance with this contract.

Liquidated Damages Contained in the Specifications.

[] Liquidated Damages are not included in this Contract.

10. **ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the Institution that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the FRP/RFB for that product or service, unless otherwise indicated and signifies acceptance of the terms and conditions contained in the RFP/RFB unless otherwise indicated.
11. **PRICING:** The pricing set forth herein is firm for the life of the Contract unless specified elsewhere within this RFP/RFB/Contract by the Institution. A Vendor may request the inclusion of price adjustment provisions in its bid, but final approval of any price adjustments will be made by the Institution. Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.
12. **PAYMENT IN ARREARS:** 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 maintenance, licenses, or subscriptions may be paid annually in advance.
13. **PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and/or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, process payment for goods and services through state designated credit cards.)
14. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
15. **ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not expressly provided for in the RFP/RFB
16. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, West Liberty University may notify the vendor that an alternate 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.
17. **CANCELLATION:** West Liberty University reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract.
18. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution or West Virginia Code, is void and of no effect.

19. **COMPLIANCE WITH LAWS:** Vendor or approved Subcontractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances. By submitting a bid, vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
20. **ARBITRATION:** Any references made to arbitration contained in this Contract, vendor's bid, or in any American Institute of Architects documents pertaining to this contract are hereby deleted, void, and of no effect.
21. **MODIFICAITONS:** Any change to existing contracts that adds work or changes contract cost and were not included in the original contract, must be approved by West Liberty University and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
22. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
23. **SUBSEQUENT FORMS:** The terms and contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by vendor to West Liberty University such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
24. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the vendor without express written consent of West Liberty University and the Attorney General's Office (as to form only).
25. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by West Liberty University; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
26. **STATE EMPLOYEES:** State employees (including West Liberty University employees) are not permitted to utilize this Contract for personal use and the vendor is prohibited from permitting or facilitating the same.
27. **PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from West Liberty University, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to West Liberty University's policies, procedures, and rules.
28. **LICENSING:** Vendor must 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 any other state agency or political subdivision. Upon request, the vendor must provide all necessary releases to obtain information to enable West Liberty University to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up to date on all state and local obligations as described in this section. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

29. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order with West Liberty University, the vendor agrees to convey, sell, assign, or transfer to the institution all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by West Liberty University. Such assignment shall be made and become effective at the time West Liberty University tenders the initial payment to the vendor.
30. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment, or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFP/RFB in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to West Liberty University. The individual signing this bid or offer on behalf of the vendor certifies that he or she is authorized by the vendor to execute this bid or offer, or any documents related thereto on vendor's behalf; and that he or she is authorized to bind the vendor in a contractual relationship.

31. **VENDOR RELATIONSHIP:** The relationship of the vendor to West Liberty University shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFP/RFB and resulting contract. Neither the vendor, nor any employees or subcontractors of the vendor shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless West Liberty University and shall provide the State and West Liberty University with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

32. **INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and West Liberty University, their officers, and employees from and against: (1) Any claims or losses for services rendered by any

subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

33. **PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to West Liberty University affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.
34. **CONFLICT OF INTEREST:** Vendor, its officers, members, or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members, and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to West Liberty University.
35. **BACKGROUND CHECK:** In accordance with WV Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at West Liberty University based upon results addressed from a criminal background check.
36. **INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** WV Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to West Liberty University a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this RFP/RFB or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.
37. **PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the RFP/RFB published by West Liberty University, vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this contract.
38. **VOID CONTRACT CLAUSES:** West Liberty University is requiring the vendor to follow the provisions of WV Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

EXHIBIT C**E-MAIL GUIDELINES FOR BID SUBMISSION**

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

- 1. Purpose of These Guidelines:** West Liberty University may post opportunities that allow vendors to submit their bids/ proposals/responses (known as submissions) electronically via email. This document is intended to assist vendors in understanding: the risks associated with submitting an e-mail submission; and the pitfalls that should be avoided if emailing a submission.

NOTE: Vendors who deliver submissions via e-mail do so at their own risk; West Liberty University does not take any responsibility for any emailed submission that:

- Does not arrive on time
- Is rejected; or
- Contains corrupted electronic files

- 2. Risks:** Although emails are sent everyday without incident, there are a number of risks that could occur and delay the receipt of an e-mail. An e-mail submission is deemed to have been received once it arrives in the West Liberty University's e-mail system. E-mailed submissions that arrive late will not be considered, regardless of the reason, and vendors **will not** have the option to resubmit after the closing date and time.

Following are some of the reasons that may lay an email, or cause an email to be rejected by West Liberty University's e-mail system:

- a. Delays can occur as an e-mail moves from server to server between the sender and the recipient, meaning that the time when an e-mail is received can be later – and sometimes considerably later – than the time when it was sent. West Liberty University will consider the time that an e-mail was received by its e-mail system as the official time for any e-mailed submission.
- b. West Liberty's e-mail system has technical and security limitations on the size and type of files that will be accepted. **E-mails containing attachments that exceed 30MB cannot be accepted.**
- c. West Liberty's e-mail system has protocols whereby an email may be investigated as potential spam or containing a virus/malware. Such protocols may result in an e-mail being sent to the recipient's inbox late.
- d. West Liberty's e-mail system has protocols whereby an e-mail may be investigated as having Personally Identifiable Information (PII). An e-mail determined by the system to contain PII or data of a similar appearance of PII will not be delivered.
- e. West Liberty's e-mail system is designed to reject any email that is considered spam or that contains a virus or malware. On occasion, an e-mail may be falsely flagged and rejected. Copies of rejected e-mails are not kept in the e-mail system, and therefore no possibility exists to retrieve an e-mailed submission that has been rejected.

- f. In addition, it is possible that one or more attachments to an e-mail to become corrupted and therefore inaccessible to West Liberty's e-mail system. Vendor will not have the option to resubmit after closing if the attachments cannot be opened. Further, West Liberty University cannot open any submission prior to closing to confirm whether or not the files have been corrupted.

3. Vendor Guidance for E-mailed Submissions

- a. Never assume that a solicitation allows for e-mailed submissions. E-mails should only be used as a delivery mechanism when the opportunity expressly allows for it.
- b. Never assume which e-mail address is being used for submissions, when e-mailed submissions are permitted. Carefully read the instructions and ask questions well in advance of closing if the email address for submissions is not clear. Submissions that are e-mailed to any address other than the one expressly stated for the purpose may be rejected as missing a mandatory requirement of the solicitation.
- c. Avoid using generic subject lines in the emailed submissions that do not clearly identify the solicitation name and/or number as well as the vendor organization name. The subject line of the email should be: **Bid for xxxxxx Due Wednesday xxxxxxxx at x:xxAM/PM**. A sample e-mail subject line might be: Bid for RFP 2201001 Due Wednesday June 15, 2022 at 3:00 PM.
- d. Avoid multiple e-mails from the same vendor for the same opportunity wherever possible. If multiple e-mails cannot be avoided (e.g., the collective size of the e-mails exceeds the maximum size allowed), identify how many e-mails constitute the full submission and provide clear instructions on how to assemble the submission. Multiple submissions from the same vendor for the same opportunity may result in rejection if these instructions are unclear.
- e. Vendors may update, change, or withdraw their submission at any time prior to the closing date and time. If emailing updates or changes, do not submit only the changes that then require collation with the previous submission. Instead, a complete revised package with clear instructions that it replaces the earlier submission should be sent. This will help to avoid any confusion as to what constitutes the complete submission.
- f. Avoid e-mailing submissions in the last 60 minutes that the solicitation is open. Sufficient time should be left prior to closing to ensure that the e-mail was received, and to resubmit before closing if a problem occurs.
- g. Do not assume that the email has been received. If a confirmation e-mail is not received shortly after sending the e-mail, contact the named contact on the solicitation to confirm whether or not their submission was received. In addition, send the e-mailed submission with a delivery receipt request. If unsure how to send an e-mail with a delivery receipt request, contact the vendor's own system support personnel or search online for instructions specific to the vendor's e-mail system (e.g., Outlook, Gmail, etc.)
- h. If the confirmation e-mail is not received, do not resubmit without first contacting the named contact. Resending a submission should only occur once confirmation is received that the original e-

mail was not received, and enough time is left for receipt of the submission prior to the closing date and time.

- i. Do not ignore any message from West Liberty University regarding rejection of an e-mailed submission. If such a message is received prior to closing, contact the named contact on the opportunity immediately.
- j. If time permits prior to closing, possible remedies for a rejected or missing e-mailed submission include:
 - If the collective size of the e-mailed attachments exceeds **30 MB** resubmit it over multiple emails, clearly identify how many e-mails constitute the full submission and how to collate the files.
 - If the e-mailed submission included zipped or executable files, unzip or remove the executable files and resubmit over one or more emails.
 - Resend the submission from a different e-mail account.
 - If permitted in the opportunity, use an alternate method to deliver the submission (e.g., mailed or hand delivered).

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

EXHIBIT D RFP CERTIFICATION

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

By signing below, I further certify that I understand West Liberty University is requiring the vendor to follow the provisions of WV State Code 5A-3-62 which automatically voids certain contract clauses that violate state law.

(Company)

(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative)

(Date)

(Phone Number) (Fax Number)

EXHIBIT E

**ADDENDUM ACKNOWLEDEMENT FORM
REQUEST FOR PROPOSALS/REQUEST FOR BIDS NO.: 240003**

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

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

Addendum Numbers Received
(Check the box next to each addendum received)

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

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

(Company)

(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative)

(Date)

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

Appendix 1: PRICING

Vendors are required to fill out the following information. Vendors failing to provide the below information may have their bids rejected.

Vehicle 1 – To be delivered to 208 University Dr, West Liberty, WV on or about July 1, 2024.

Model Year _____ Brand _____ Model:

Based on a 60 Month Lease and interest rate of _____%

Miles included in lease per month: _____ or per year: _____

Charge for additional miles (per mile) \$ _____

Monthly lease payment \$ _____

Buyout price (at the end of 60 months) \$ _____

Vehicle 2 – To be delivered to 208 University Dr, West Liberty, WV on or about July 1, 2024.

Model Year _____ Brand _____ Model:

Based on a 60 Month Lease and interest rate of _____%

Miles included in lease per month: _____ or per year: _____

Charge for additional miles (per mile) \$ _____

Monthly lease payment \$ _____

Buyout price (at the end of 60 months) \$ _____

Vehicle 3 – To be delivered to 208 University Dr, West Liberty, WV on or about July 1, 2025.

Model Year _____ Brand _____ Model:

Based on a 60 Month Lease and interest rate of _____%

Miles included in lease per month: _____ or per year: _____

Charge for additional miles (per mile) \$ _____

Monthly lease payment \$ _____

Buyout price (at the end of 60 months) \$ _____

Additional information:

Vendors may add additional information or options below as necessary.

Option	Price
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Appendix 2: WV-96

WV-96
1/1/2019

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

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

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service:

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

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.
Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.
Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

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

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

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

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

State: _____

Vendor: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix 3: Contractor Notice

Contractors Notice

Contractors, subcontractors, et al. (hereinafter referred to as “contractors”) and their employees and agents working at West Liberty University are subject to the following rules:

- A. There is NO TOBACCO USE of any kind permitted ON CAMPUS. Possession or consumption of alcoholic beverages is also prohibited.
- B. Conduct and general demeanor of all personnel will be subjected to scrutiny. Bad conduct, disrespect, harassment, etc. will be reported to the supervisor in charge and/or management of the contractor. Prompt remedial steps must be taken to discourage such behavior. Recidivism will not be tolerated.
- C. Exterior doors may not be propped open for extended periods of time (only permitted long enough to bring in materials, etc.) This is a security concern and creates a liability to the University and the contractor.
- D. Premises may not be left littered with coffee cups, soda cans, lunch bags, abandoned construction materials, product cartons, packaging materials, scrap lumber, wiring, etc. It is not the obligation of University personnel or the University’s custodial services provider to clean up after contractors or to haul their debris to trash containers and dumpsters. At day’s end, employees of contractors shall leave the premises in “broom clean” condition unless otherwise authorized in writing by the CFO. At the end of a project, all areas shall be left in a “broom clean” condition, unless the contract specifications require a more detailed cleaning.
- E. All windows and doors in a work area shall be left at day’s end as found at the start of the work day.
- F. Lights in work areas must be turned off at day’s end.
- G. Air conditioning units in residence halls may not be operated except by prior written authorization of th Vice President for Student Affairs or his designee.
- H. Under no circumstances shall employees of contractors use campus shower facilities. Contractor must provide their own rest room/portable toilet facilities. Contractors shall not use vacant dorm rooms, vacant apartments, or other facilities as “break” rooms or lunch rooms.

Violation of these rules shall result in a penalty of \$100 per day. Continued violations shall permit the University to terminate its contract with the contractor (or to compel expulsion of a subcontractor et al., if applicable) at the University’s discretion. Such liquidated damages shall be in addition to any consequential monetary damages for theft, personal injury, or other loss caused directly or indirectly by a contractor’ intentional or negligent act.

Acknowledged

Signed

Date

Printed Name

Company Name

Appendix 4: Employment History Disclosure Statement



State of West Virginia
Department of Administration
Purchasing Division

EMPLOYMENT HISTORY DISCLOSURE STATEMENT

Vendor shall identify any other work, similar or otherwise currently being performed for any agency, institution, educational facility, city, county, municipality or political subdivision of the State of West Virginia. The State of West Virginia is concerned that current work could logically prevent the vendor from responsibly completing the referenced contract.

The state of West Virginia reserves the sole and exclusive right to reject the bid of any vendor when the state believes any current work could logically prevent the vendor from successfully completing the bid/contract in question. Failure to provide or disclose the required information listed shall be grounds for immediate disqualification/cancellation of the contract.

Below, the vendor shall provide the agency name, effective dates, value, general description and time required to fulfill the duties of each contract.

<u>Agency Name</u>	<u>Effective Dates</u>	<u>Value</u>	<u>General Description</u>	<u>Time Required Per Week</u>

Check here if additional sheets are attached

I certify that the statements made above are true and accurate.

Printed Name

Date

Signature

Appendix 5: Drug Free Workplace Conformance Affidavit

WV-73
Rev. 08/2013



State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA,
COUNTY OF _____, TO-WIT:

I, _____, after being first duly sworn, depose and state as follows:

1. I am an employee of _____; and,
(Company Name)
2. I do hereby attest that _____
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D**.

The above statements are sworn to under the penalty of perjury.

By: _____
 Title: _____
 Company Name: _____
 Date: _____

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

By Commission expires _____

(Seal)

(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

Appendix 6: Purchasing Affidavit

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

Appendix 7: Vendor Preference Certificate

Rev. 09/08

State of West Virginia **VENDOR PREFERENCE CERTIFICATE**

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

NO BID REPLY FORM

West Liberty University
Purchasing Office, 315 Shaw Hall
West Liberty, WV 26074

Bus Lease

To assist us in obtaining good competition on our Requests for Bids, we ask that each vendor receiving an invitation, but not wishing to bid, state their reason(s) below and return this form to the purchasing office. This information will not preclude receipt of future invitations unless you request removal from the bidders' list by so indicating below, or do not return this form or bonafide bid.

Unfortunately, we must offer a "NO BID" at this time because:

- _____ 1. We do not wish to participate in the bid process for this purchase only.
- _____ 2. We do not wish to bid under the terms and conditions of this specific Request for Bids Document. Our objections are _____.
- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not sell the items/services on which Bids are requested.
- _____ 6. We believe the bidding process was not fair. Our specific concerns are _____

- _____ 7. Other: _____

USE OTHER SHEETS IF ADDITIONAL SPACE IS NECESSARY

VENDOR NAME & ADDRESS

DATE: _____

TELEPHONE # _____

NAME _____

SIGNATURE _____

- _____ We wish to remain on the Bidders List for the item described above.
- _____ We wish to be deleted from the Bidders List for the item described above.
- _____ We wish to be deleted from ALL bidders Lists.

DO NOT SUBMIT THIS FORM IF YOU ARE ACTUALLY GOING TO BID ON THIS PURCHASE OR CONTRACT.