



*Procurement Services*

P.O. Box 5000  
Shepherdstown  
West Virginia 25443-5000  
T 304-876-5216  
F 304-876-5001

March 12, 2019

Shepherd University is soliciting bids from banks and other qualified entities to finance a lease-purchase of new Ram Stadium field turf. The amount to be financed is at least \$400,000 but no more than \$500,000. The repayment schedule for this financing transaction is over a seven-year period (84 months). The University is requesting that the response provide an interest rate for this transaction.

Attached, please find the University's Request for Bid No. SUDL19-03. Please note that all responses are due no later than 3:00 PM local time on March 20, 2019 to:

Shepherd University Procurement Services  
301 N King Street  
217 Ikenberry Hall  
PO Box 5000  
Shepherdstown, WV 25443  
Attn: Debra Langford

If you have any questions, please email me at [dlangfor@shepherd.edu](mailto:dlangfor@shepherd.edu). Thank you for your interest in Shepherd University.

Debra Langford  
Executive Director of Purchasing

REQUEST FOR BID

to

FINANCE THE LEASE-PURCHASE OF REPLACEMENT  
RAM STADIUM FIELD TURF

Issued by:

Shepherd University  
Procurement Services

March 2019

## SECTION 1 - INSTRUCTIONS TO PROPOSERS

### 1.1 SCOPE – TO FINANCE THE LEASE-PURCHASE REPLACEMENT

Shepherd University is soliciting bids from banks and other qualified entities to finance the lease-purchase of replacement Ram Stadium field turf. The amount to be financed is at least \$400,000 but no more than \$500,000. The repayment schedule for this financing transaction is over a seven-year period (84 months). The University is requesting that the response provide an interest rate for this transaction.

### 1.2 BID SUBMISSION AND CERTIFICATION

Sealed bids and other required documents shall be enclosed in a sealed opaque envelope and shall be identified as a "Request for Bid" including the RFB number, and the RFB opening time and date. The bidder, by making a bid, represents that: (a) the bidder has read and understands the RFB documents, terms and conditions, and the bid is made in accordance therewith; and (b) the bid is based upon the materials, equipment, systems, printing and/or services specified.

The envelope shall be addressed to Shepherd University Procurement Services, 217 Ikenberry Hall, PO Box 5000, Shepherdstown, WV 25443 and must be submitted on or before March 20, 2019 at 3:00 p.m., local time. Bids received after the time and date for the bid opening will be returned unopened. The bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids. Oral, telephonic, facsimile, emailed, or telegraphic proposals are invalid and will not receive consideration.

The bid must be signed by such individual or individuals who have full authority from the bidder to enter into a binding contract on behalf of the bidder so that a contract may be established as a result of acceptance of the bid submitted. By reference, the terms and conditions set forth in the Request for Bid shall serve as the contract terms and conditions. No other terms and conditions by bidder will apply unless submitted as a part of the bid response and accepted by the University.

By submitting a bid, the bank or other qualified entity submitting a bid represents and warrants:

- A. That it is currently licensed to do business and to provide services in the State of West Virginia and that it will take such action as, required hereafter, to remain so qualified;
- B. That it is not in arrears with respect to payment of any monies due and owing the State of West Virginia, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not fall into arrears during the term of the financing; that it shall comply with all federal, State, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract;

- C. That it shall procure, at its expense, all licenses permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations with respect to the requested financing;
- D. That it will be responsible for any expenses incurred in the preparation and/or presentation of the bid, and oral interviews, if conducted, or for the disclosure of any information or material received in connection with this solicitation, whether by negligence or otherwise;
- E. That the facts and matters set forth in this bid are true and correct.

1.3 BID COPIES

One original, signed and completed, and three (3) copies of the bid shall be submitted to the University.

1.4 OFFER ACCEPTANCE PERIOD

Bid (offer) shall remain in effect for a minimum period of sixty-(60) calendar days from the bid opening date unless otherwise indicated and is irrevocable.

1.5 REQUEST FOR BID SCHEDULE

March 12, 2019:	Request for Bid is issued
March 12-15, 2019:	Question/Answer Time Period
March 20, 2019:	Bids Due 3:00 PM
April 1, 2019:	Target Award Date

1.6 TERM OF AGREEMENT

The term of the financing for the purchase will be 7 years (84 months) from the commencement date of the refinancing.

1.7 INQUIRIES

Communications with employees of Shepherd University concerning this RFB by the bidder or on the bidder's behalf, except as is specified below would not be appropriate during the submission and selection process. **Failure to comply with this requirement may disqualify a bidder.**

All questions and/or inquiries concerning this request shall be submitted in writing by close of business on Thursday, March 15, 2019 to:

Shepherd University Procurement Services  
217 Ikenberry Hall  
301 N King Street  
PO Box 5000  
Shepherdstown WV 25443  
Debra Langford, Executive Director  
[Dlangfor@shepherd.edu](mailto:Dlangfor@shepherd.edu)

Inquiries submitted after close of business on Friday, March 15, 2019 may be disregarded by the University at its discretion due to proximity to the opening date. Bidders should consider the Department of Procurement Services as the first and prime point of contact on all matters related to the procedures associated with this RFB. If additional information is needed from any source, Procurement Services will work with the Bidder and the various offices of the University to gather that information.

Should any firm find discrepancies in or omissions from this RFB or be in doubt of the meaning, the firm should at once request in writing an interpretation from the University as described above. All necessary interpretations will be made available to all recipients of this RFB in the form of addenda to the RFB and such addenda shall become part of this RFB. Failure of any recipient of this RFB to receive any such addendum or interpretation shall not relieve such recipient from any obligation under their proposal as submitted. The University will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS SHALL NOT BE BINDING ON Shepherd University.** Every interpretation made by the University will be made in the form of an addendum that, if issued, will be sent by the University to all interested parties by Shepherd University Procurement Services.

Procurement Services can also be reached by:

Telephone: (304) 876-5216  
Facsimile: (304) 876-5001

But no substantive information will be provided to Proposers verbally or on an individualized basis.

#### 1.8 ELIGIBLE BIDDERS

Bids will be accepted only from entities who:

- A. Are free from all obligation, interest and regulatory problems which might conflict with the interests of Shepherd University, the Shepherd University Board of Governors, the West Virginia Higher Education Policy Commission, and the State of West Virginia.

- B. Are experienced in public finance transactions and have an established reputation for excellence and the ability to successfully transact public finance business, or otherwise demonstrate affirmatively their capacity to complete the transaction effectively for the University. In connection with the foregoing, the winning bidder will be required to execute a letter substantially in the form attached hereto as Exhibit H.
- C. Are able to demonstrate the availability of relevant resources, including capital, personnel, data processing, and other professional services necessary in connection with this financing.

#### 1.9 INTERPRETATION, CORRECTIONS OR CHANGES IN RFB

Any interpretation, correction or change in the RFB will be made by formal addendum by the University. Interpretations, corrections, or changes to the RFB allegedly made in any other manner will not be binding, and no proposer may rely upon any such interpretation, correction or change.

#### 1.10 MODIFICATION OR WITHDRAWAL OF BIDS

Prior to the time and date designated for receipt of bids, a bid submitted may be modified or withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the bidder with authority as set forth under paragraph 1.2 above and shall be received prior to the designated time and date for receipt of bids. A Notice of Modification shall be worded so as not to reveal the amount of the original bid and the modified bid price shall be under seal.

#### 1.11 ERASURES AND INTERLINEATIONS

Erasures, interlineations, or other changes in the bid must be initialed by the person(s) signing the bid.

#### 1.12 ACKNOWLEDGMENT OF AMENDMENTS OF RFB

Receipt of an addendum to this RFB must be acknowledged by a bidder on the Bidder Response Certification (Attachment A). Addenda, if any, may be accessed on the University's web site.

#### 1.13 TAX EXEMPTION

The State of West Virginia, the Higher Education Policy Commission, and Shepherd University are exempt from federal and state taxes and will not pay or reimburse such taxes.

#### 1.14 REJECTION OF BIDS

The University shall have the right to reject any and all bids, in whole or part; to reject a bid not accompanied by a required security or other data required by the RFB documents; reject a proposal, which is in any way incomplete or irregular; or to reissue a Request for Bids.

#### 1.15 BID PRICE

The costs, fees and expenses submitted in the bid shall include everything necessary for the completion of the financing of the purchase.

#### 1.16 AWARD OF CONTRACT

The award shall be made by the University to the responsible bidder whose bid will be most advantageous to the University with respect to a guaranteed and/or a not to exceed interest rate, applicable costs, fees and expenses, conformance to the specifications set forth herein, quality, timing, and other factors as evaluated by the University. All bids are governed by the West Virginia Code and the Procedural Rules of the Governing Board having jurisdiction.

The University may award a contract on the basis of initial offers received, without discussion; therefore, each initial offer should contain the offeror's best terms from a cost, savings and technical standpoint.

The State of West Virginia may require certain terms and conditions as a component of the contract not included herein. If additional terms and conditions are required by the State and are deemed unacceptable to vendor, vendor may opt to withdraw the bid at that time without penalty.

## SECTION 2 – INSTRUCTIONS FOR PREPARING BID

### 2.1 GENERAL

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in paragraph 2.2, RFB Response Outline. Paragraph 2.2 outlines the minimum requirements and packaging for the preparation and presentation of the response. Failure to comply may result in rejection of the response. The bidder should be specific and complete in every detail, prepared in a simple and straightforward manner.

Bidders are expected to examine the entire Request for Bid, including all specifications, standard provisions and instructions. Failure to do so will be at the bidder's risk. Each bidder shall furnish the information required by the invitation. It is required that bidder entries be typewritten. Periods of time, stated in number of days, in this request or in the bidder's response, shall be in calendar days.

### 2.2 RFB RESPONSE OUTLINE

- A. Response Sheet: The Bidder Response Certification (Attachment A) shall be attached to the front of the bid and shall contain the bidder's certification of the submission. It shall be signed by an official who has full authority to enter into a contract.
- B. Background and History: Describe the company, its age, organization, officers or partners, number of employees and operating policies which would affect this contract (Attachment B).
- C. Financing Team's Qualifications and Experience (Attachment C):
  - 1. Identify all members of your team who will be involved in the Shepherd University transaction.
  - 2. Please provide background, relevant experience, and their role in the proposed transaction
- D. Cost (Attachment D): Provide in Attachment D the interest rate or rates that would be applicable to this transaction, the proposed amortization schedule for the financing lease-purchase, and any other information related. This section should include any standard Costs, fees or other expenses outside the interest rate related to this transaction.
- E. Disclosure of Interested Parties to Contract (Attachment E):
  - 1. Affirm that your firm and all individuals that will be assigned to this transaction are free from all obligations, interest and regulatory problems which might conflict with the interests of Shepherd University or which might create ethical conflicts for employees/officers of University.



2. Disclose any information about your firm that presently, or in the future, could impair your firm's ability to provide the services required for this transaction.
- 
- F. Fully executed Non-Collusion Certificate (Attachment F): The Non-Collusion Certificate affirms that the contractor has not performed any collusion while putting the bid documentation together for submission to agency.
  - G. No Debt Affidavit (Attachment G): The No Debt Affidavit acknowledges that neither the responding vendor nor any related party owes a debt to the State of West Virginia.
  - H. Financing Documentation Example: It is requested that the bidder provide the contractual financing documentation that would be used for the finance purchasing should the vendor be awarded. The sole security as to the lease-purchase, if any, shall be the new field turf which is being purchased.

## SECTION 3 – TECHNICAL SPECIFICATION

### 3.1 GENERAL

Shepherd University is soliciting bids from banks and other qualified entities to finance the lease-purchase of the replacement Ram Stadium field turf. The amount to be financed is at least \$400,000 but no more than \$500,000. The repayment schedule for this financing transaction is over a seven-year period (84 months). The University is requesting that the bid for the interest rate for this transaction be provided in Attachment D-Cost. This should include the interest rate that will be charged against the amount financed. This section should also include any additional fees, charges, or any other costs associated with the financing associated with this purchase.

### 3.2 SHEPHERD UNIVERSITY INFORMATION

Shepherd University's information can be found on the University's website at [www.shepherd.edu](http://www.shepherd.edu)

Shepherd University's financial statements can be found on the University's website at <http://www.shepherd.edu/finance/financial-reporting>

## SECTION 4-EVALUATION CRITERIA

To be considered responsive, the bidder must complete the Bid Form located in Section 3.

The University reserves the right to drop from consideration:

- Those items that not all bidders submitted a bid;
- Those items that were not bid as specified.

In addition, the University will consider:

- The ability, capacity, and skill of bidder to perform the contract or provide the services required;
- The character, integrity, reputation, judgment, experience, and efficiency of the bidder.

The University reserves the right to make calculations to allow comparisons. Comparison may be made among the three different areas listed in Section 3 to evaluate the most cost advantageous Bid being offered to the University.

## SECTION 5 – GENERAL CONTRACTUAL TERMS AND CONDITIONS

1. **ACCEPTANCE:** Seller shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Seller are objected to and are hereby rejected, unless otherwise provided for in writing by the Buyer and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the Governing Board having jurisdiction shall govern all rights and duties under the Contract; including, without limitation, the validity of this Purchase Order/Contract.
3. **ARBITRATION:** Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
1. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Seller without the Buyer's consent.
2. **BUYER:** For the purposes of these Terms and Conditions, the "Buyer" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Seller.
3. **CANCELLATION:** The Buyer may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
7. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the W. Va. Division of Labor, if applicable.
8. **DELIVERY:** For exceptions to the delivery date as specified in the Order, the Seller shall give prior notification and obtain the approval of the Buyer. Time is of the essence of this Order and it is subject to termination by the Buyer for failure to deliver on time.
9. **HOLD HARMLESS:** The Buyer will not agree to hold the Seller or any other party harmless because such agreement is not consistent with state law; therefore, such a provision is void and of no effect.
10. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Buyer.
11. **NON-FUNDING:** All services performed or goods delivered under this Purchase Order/Contract are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
12. **ORDER NUMBERS:** Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and correspondence.

13. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.
14. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
15. **REJECTION:** All goods or materials purchased herein are subject to approval of the Buyer. Any rejection of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, whether held by the Buyer or returned to the Seller, will be at the Seller's risk and expense.
16. **SELLER:** For the purposes of these Terms and Conditions, the "Seller" means the vendor whose quotation, bid, proposal or expression of interest has been accepted and has received a lawfully issued purchase Order from the Buyer.
17. **SHIPPING, PACKING, BILLING & PRICING:** Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Buyer.
18. **TAXES:** The State of West Virginia (the Buyer) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
19. **TERMINATION:** In the event of a breach by the Seller of any of the provisions of this contract, the Buyer reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Seller. The Seller shall be liable for damages suffered by the Buyer resulting from the Seller's breach of contract.
20. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.

ATTACHMENT A  
BIDDER RESPONSE CERTIFICATION  
SHEPHERD UNIVERSITY

\_\_\_\_\_  
DATE

The undersigned, as bidder, declares that he/she has read the Request for Bids and the following bid is submitted on the basis that the undersigned, the company and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged addenda numbers \_\_\_\_\_ to \_\_\_\_\_ have been received and were examined as part of the RFB document.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Street Address

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

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Email Address of Signer

ATTACHMENT B  
BACKGROUND AND HISTORY

ATTACHMENT C  
FINANCING TEAM'S QUALIFICATIONS AND EXPERIENCE



ATTACHMENT D

COST

INTEREST RATE PERCENTAGE FOR FINANCING \_\_\_\_\_

IDENTIFY ANY ADDITIONAL FEES, CHARGES OR ANY OTHER COSTS  
ASSOCIATED WITH THE FINANCING TRANSACTION (IF APPLICABLE)

\_\_\_\_\_

## ATTACHMENT E-DISCLOSURE OF INTERESTED PARTIES

### West Virginia Ethics Commission

## **Disclosure of Interested Parties to Contracts**

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

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

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

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

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

*REVISED JUNE 8, 2018*

West Virginia Ethics Commission



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- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

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*Revised June 8, 2018*

ATTACHMENT F

**NON-COLLUSION CERTIFICATE**

I HEREBY CERTIFY I am the \_\_\_\_\_ (Title) and the  
duly authorized representative of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ whose address is \_\_\_\_\_.

AND THAT NEITHER I nor, to the best of my knowledge, information and belief, the  
above entity nor any of its other representatives I here represent have:

- (a) Agreed, conspired, connived or colluded to produce a deceptive show of  
competition in the compilation of the proposal or offer being submitted  
herewith;
- (b) Not in any manner, directly or indirectly, entered into any agreement,  
participated in any collusion to fix the proposal of the bidder or offeror  
herein or any competitor, or competitive bidding in connection with the  
financing for which the within proposal or offer is submitted; and that no  
member of the \_\_\_\_\_, administrative or supervisory  
personnel or other employees of \_\_\_\_\_ have any interest in the  
proposing entity except as follows: (complete if applicable)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are  
true to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

ATTACHMENT G

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 §51-5-3) 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)*

ATTACHMENT H  
FINANCING DOCUMENTATION EXAMPLE