



Procurement Services

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

March 20, 2019

Shepherd University is soliciting bids from consultants who have experience installing Ellucian's Banner 9 instances.

Attached, please find the University's Request for Bid No. SUDL19-14. Please note that all responses are due no later than 3:00 PM local time on April 2, 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. Thank you for your interest in Shepherd University.

Debra Langford
Executive Director of Procurement

REQUEST FOR BID

for

CONSULTING SERVICES FOR BANNER 9
INSTALLATION SERVICES

Issued by:

Shepherd University
Procurement Services

March 2019

SECTION 1 - INSTRUCTIONS TO BIDDERS

1.1 SCOPE – TO PROVIDE COMPREHENSIVE ASSISTANCE TO UNIVERISTY IN BANNER INSTALLATION

Shepherd University is soliciting bids from consultants who can provide comprehensive assistance to the University in a Banner 9 cloud installation. The University will require the vendor to have experience installing instances of Ellucian's Banner 9 ERP system in a cloud setting.

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 April 2, 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 consultant 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 services being provided; 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 20, 2019:	Request for Bid is issued
March 20-28 2019:	Question/Answer Time Period
April 2, 2019:	Bids Due 3:00 PM
April 15, 2019:	Target Award Date

1.6 TERM OF AGREEMENT

The term of the agreement for these services are for one year commencing on the contract date and continuing through June 30, 2020. The agreement can be renewed upon mutually negotiated terms between the Owner and the consultant. It is anticipated that regular services of the vendor in support of the installation would conclude substantially in advance of June 30, 2020.

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 28, 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

Inquiries submitted after close of business on Thursday, March 28, 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 (this will be confirmed with execution of Attachment H).
- B. Are experienced in IT Services as it relates to Ellucian ERP system, specifically to include experience in BANNER 9 cloud installations, and have an established reputation for excellence and the ability to successfully perform services as it relates to the requests being made along with demonstrated capacity to ensure all information is documented appropriately.
- C. Are able to demonstrate the availability of relevant resources, including personnel who would be assigned to this project who have the minimum required experience described in 1.8B, individually, data processing, and other professional services necessary in connection with these services.
- D. Demonstrated experience successfully installing multiple Banner 9 instance for Higher Education and/or similar enterprises.
- E. Demonstrated experience successfully installing/operating within Oracle Cloud Infrastructure.

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 at www.shepherd.edu/procurement/current-bids

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 to complete the services being requested. There will be a request to provide an hourly rate, a number of hours to perform the tasks being requested along with a total for the task, and other information as pertinent to the task.

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 dollar amount, hourly 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. Information Technology Team's Qualifications and Experience (Attachment C):
 - 1. Identify all members of your team who will be involved in providing Shepherd University services.
 - 2. For each person listed in your team, please provide background, relevant experience, and their role in the proposed services.
- D. References: Bidder shall include at least three (3) references where Banner installation services are currently being, or have recently been, provided, to include at least one reference for a BANNER 9 cloud installation service. Please include organization, contact name, title, telephone number and email address (Attachment D).
- E. Eligible Bidder Information (Attachment E): Provide the information designated in Section 1.8 in Attachment E. The information from Section 1.8 has been duplicated for convenience into Attachment E.
- F. Disclosure of Interested Parties to Contract (Attachment F):
 - 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.

- G. Fully executed Non-Collusion Certificate (Attachment G): The Non-Collusion Certificate affirms that the contractor has not performed any collusion while putting the bid documentation together for submission to agency.
- H. No Debt Affidavit (Attachment H): The No Debt Affidavit acknowledges that neither the responding vendor nor any related party owes a debt to the State of West Virginia.
- I. Section 5-Contractual Terms and Conditions: The WV-96 Form is a form that amends and terms and conditions of any forms, bids, or contractual terms on any documents that are submitted by the bidder. This signed form must also be submitted as part of the bid package.

SECTION 3 – TECHNICAL SPECIFICATION

3.1 GENERAL

Shepherd University is soliciting bids from consultants who have experience installing Ellucian’s Banner 9 instances into an Oracle Cloud Infrastructure. The University has already secured its cloud setting, through Mythics for an Oracle Cloud presence. Shepherd University will not be responsible for paying for time that the consultant did not consider when estimating the time allocated for the project(s). This section should include any standard Costs, fees or other expenses outside the hourly rate for the services being performed on an hourly rate or on a per task project.

3.2 COSTS

A request is being made to identify the hourly rate for the Information Technology Services as the need for may be subsequently determined by the University to be necessary and which arise out of the services to be performed hereunder but which the parties concur are outside the scope of the technical specification of Section 3.3. being requested.

Hourly Rate: \$_____ /Hour

3.3 BANNER 9 TASKS WITH ASSOCIATED COSTS

There are multiple tasks that are being requested to be performed as part of the Banner 9 Installation. There will be different tasks identified. Beside each task will be an area to identify the costs associated with the specific task and the number of hours that are anticipated to perform the task. The identified tasks will have an all-in price dollar amount and the University will pay the dollar amount specific to the task and not more. Shepherd University will not be responsible for paying for time that the consultant did not consider when estimating the time allocated for the project(s). This section should include information on both lines for every task identified below:

Task 1

Installation of single sign on components for Banner 9 for a minimum of two environments: TEST and Production. Must have experience with SSO Identity Providers which support CAS or SAML2 and authentication models/approaches that integrate with current Active Director and/or ADFS, EIS, or ETHOS.

Pricing per Task 1: _____

Number of Hours to Accomplish Task 1: _____

Task 2

Installation of Ellucian Banner 9 environment in the Oracle Cloud Infrastructure. Banner 9 Admin Pages, AppNav, Admin Pages, and related Ellucian modules within a minimum of two environments: Test and Production. Modules in scope are Student, General, Financial Aid, Finance and Accounts Receivable.

Pricing per Task 2: _____

Number of Hours to Accomplish Task 2: _____

Task 3

Must be able to collaborate with Shepherd University IT Services staff and affiliated architectural, design teams (may be third-parties). Must be able to participate in design and status calls/web-conferences. Must be able to have dedicated and/or pool of resources available to meet desired project plan deliverable dates and/or phase completion dates. Must be able to adhere to clear and precise communication protocols.

Pricing per Task 3: _____

Number of Hours to Accomplish Task 3: _____

Task 4

Assistance with 5-10 customer Banner 8 forms that will need to be updated to Banner 9 environment.

Pricing per Task 4: _____

Number of Hours to Accomplish Task 4: _____

Task 5

Availability to assist and troubleshoot migrating external connections/APIs/custom scripts to B9 cloud environment.

Pricing per Task 5: _____

Number of Hours to Accomplish Task 5: _____

Task 6

Provide complete documentation for design of work and work completed. Provide multiple avenues necessary to transfer knowledge to internal stakeholders and support teams.

Pricing per Task 6: _____

Number of Hours to Accomplish Task 6: _____

Task 7

Provide training on all facets associated with Banner 9, in either a written and/or webinar/workshop format with the ability to be able to leverage experience in assist in the end-user training of lead stakeholders.

Pricing per Task 7: _____

Number of Hours to Accomplish Task 7: _____

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 as components of meeting the minimum qualifications of Section 1.8:

- 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-CONTRACTUAL TERMS AND CONDITIONS

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 is 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 strikethrough 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: _____
 By: _____
 Printed Name: _____
 Title: _____
 Date: _____

Vendor: _____
 By: _____
 Printed Name: _____
 Title: _____
 Date: _____



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

REFERENCES

ATTACHMENT E-ELIGIBLE BIDDERS

Bids will be accepted only from entities who can provide documented proof of the information being requested below:

1. Are experienced in IT Services as it relates to Ellucian ERP system and have an established reputation for excellence and the ability to successfully perform services as it relates to the requests being made along with demonstrated capacity to ensure all information is documented appropriately.
2. Are able to demonstrate the availability of relevant resources, including personnel, data processing, and other professional services necessary in connection with these services.
3. Demonstrated experience successfully installing multiple Banner instances, and with specific experience in one or more Banner 9 cloud installations, for Higher Education and/or similar enterprises.
4. Demonstrated experience successfully installing/operating within Oracle Cloud Infrastructure.

ATTACHMENT F-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; website: www.ethics.wv.gov.

REVISED JUNE 8, 2018

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.

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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.)

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

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

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

Revised June 8, 2018

ATTACHMENT G

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 H

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 § 23-26-2, 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 _____