

**AGENDA**  
**West Virginia State University**  
**Presidential Search Advisory Committee**  
**Erickson Alumni Center, Grand Hall**  
**January 22, 2016**  
**10:00 a.m. – 12:00 p.m.**

1. Call to Order and Roll Call – Co-Chairs William Lipscomb and Gail Pitchford
2. Verification of Appropriate Notice of Public Meeting Action 2
3. Review and Approval of Meeting Agenda Action 1
4. Review of BOG and HEPC Approved Search Procedure Information 3
  - a. Timeline
  - b. Presidential Search Advisory Committee
  - c. Administrative Staff for Search
  - d. Confidentiality Oath
  - e. Public Information
  - f. Search Firm
  - g. Statement of Characteristics and Qualities – Position Announcement
  - h. Screening Process
  - i. Background Checks
  - j. Budget
5. Search Firm Information/Action 7
  - a. Overview of Request for Proposal Process
  - b. Report on Submissions
  - c. Recommendation
  - d. Possible Approval of Search Firm
6. Possible Executive Session under the Authority of West Virginia Code §6-9A-4 to Discuss Personnel Matters – Presidential Search Process
7. Additional Action and Comment
8. Next Meeting
  - a. *January 27, 2016*
  - b. *2:00 p.m. – 4:00 p.m.*
  - c. *Erickson Alumni Center, Grand Hall*
9. Adjournment

**West Virginia State University Board of Governors**  
***Presidential Search Advisory Committee***

**Date/Time:** 1/22/2016 -- 10:00 AM

**Location:**

West Virginia State University, Erickson Alumni Center, Grand Hall, Institute, WV

**Purpose:** To conduct regular business of the Committee

**Notes:**

This is a compliant meeting.

**Meeting was approved : 1/11/2016 8:37:19 AM**

## West Virginia State University Presidential Search Procedure

*BOG Approval: January 4, 2016*

*HEPC Approval: January 14, 2016*

December 21, 2015	<p>Per BOG Policy #61, Presidential Search Advisory Committee appointments made by Dr. Ann Brothers Smith, Chair of the West Virginia State University Board of Governors. Membership of the Committee was unanimously endorsed by the full Board.</p> <p>The Board of Governors approved the issuance of a Request for Proposals in order to provide the option of professional services, via a Search Firm, to the Presidential Search Advisory Committee.</p>
January 4, 2016	<p>Board of Governors to approve Search Procedure and forward it to the Higher Education Policy Commission for their review and approval.</p>
January	<p>Forums/Conversations to be conducted with students, faculty, staff, alumni, and community members.</p> <p>Presidential Search Advisory Committee meetings with Search Firm to discuss attributes, process, and expectations.</p> <p>Statement of Characteristics and Qualities (Position Announcement) to be developed and finalized for national distribution.</p> <p>Published announcement of opening.</p>
January, February, and March	<p>Advertisements in national publications such as The Chronicle for Higher Education, Diverse Issues in Higher Education, and The Hispanic Outlook in Higher Education.</p> <p>Recruiting conversation held and nominations sought.</p>
March	<p>Prospect Review: Search Firm to meet with Presidential Search Advisory Committee to review leading prospects for consideration.</p> <p>The Presidential Search Advisory Committee to select candidates for preliminary review and discusses interview strategies (approximately one/two weeks prior to this meeting, each committee member reviews candidate files).</p>

<p>April</p>	<p>Round-One of Interviews: Presidential Search Advisory Committee, with assistance from Search Firm, will conduct interviews of leading candidates, select candidates for referencing, and discuss referencing strategies.</p> <p>At the completion of the interviews, Presidential Search Advisory Committee to identify top candidates for referencing and conduct in-depth background work.</p> <p>Reference Check Feedback: Presidential Search Advisory Committee to meet with Search Firm to review referencing information</p> <p>Invitations to be extended for second round interviews (on campus).</p>
<p>April/May</p>	<p>Campus/Board of Governors interview(s) to be conducted.</p>
<p>May</p>	<p>Presidential Search Advisory Committee and Board of Governors meet with Search Firm to discuss interview feedback.</p> <p>Board of Governors to select next President.</p> <p>Selection and proposed compensation to be forwarded to the Higher Education Policy Commission for their review and approval.</p>

### **Presidential Search Advisory Committee**

The Presidential Search Advisory Committee includes members of the Board of Governors and constituent representatives as outlined below. The Chancellor will serve as an ex-officio member.

- 9 Board of Governors Members  
*(includes Classified Staff Member and Student Member)*
- 1 Administrative Officer
- 3 Faculty Members
- 1 Foundation Member
- 1 Alumni Member
- 2 Business Leader/Donors
- 1 Chancellor *(ex-officio)*

### **Administrative Staff for Search**

The Chair of the Board of Governors will designate staff to provide confidential assistance and support for the search process.

### **Confidentiality Oath**

Title 133 provides a Legislative Rule (Series 5) of confidentiality. In particular, Section 2.4 provides that members of the governing board, or any search committee appointed, may not provide information about the names or backgrounds of any candidates, without their consent, to anyone who is not a member of the governing board or search committee, or authorized agents or staff as designated in the search procedures approved by the Commission.

When candidates are invited to a preliminary interview with the search advisory committee, they shall be notified of the conditions under which confidentiality may be waived as to background checks and that in the event that they are invited for a campus interview, their names and backgrounds shall be publicly released at the time they accept an invitation for a formal campus visit.

To adhere to this rule, and to emphasize the need for complete confidentiality and discretion as well as potential liability, all members of the Board, the Presidential Search Advisory Committee, the Search Firm, and any administrative staff assisting with the search, will be required to sign a confidentiality statement confirming their commitment to abide by the legislative rule of confidentiality.

All information regarding applicants or candidates will remain confidential except for those applicants who have both been invited for an on campus interview and have accepted the invitation.

### **Public Information**

Any public statements regarding the search will be made only by the Co-Chairs of the Presidential Search Advisory Committee or Chair of the Board of Governors.

**Search Firm**

Through a Request for Proposals (RFP) process, a Search Firm may be retained to assist the Presidential Search Advisory Committee and the Board of Governors with the process.

**Statement of Characteristics and Qualities - Position Announcement**

Input as to the best characteristics and qualities of the President will be solicited from the University's constituencies utilized in selecting and evaluating the candidates. The focus groups shall include, as a minimum, members of the Board of Governors, students, faculty, classified staff, alumni, and community members.

After soliciting input a Statement of Characteristics and Qualities shall be developed and a position announcement shall be issued by the end of January. The Search Firm shall ensure national distribution of the announcement in order to attract the deepest, best and most diverse pool of nominees and applicants.

**Screening Process**

- A. The Search Firm will facilitate the preliminary screening of applicants and are responsible for identifying the top ten applicants in coordination with the Presidential Search Advisory Committee.
- B. The Presidential Search Advisory Committee will review the applicants and rate them. Up to five candidates will be selected via this process.
- C. The finalists will be invited to the campus for interviews, which will include open forums with students, faculty, classified staff, alumni, the Foundation Board of Directors, and the community. The Presidential Search Advisory Committee will make comment sheets available to provide a mechanism for input from those who attend the forums.
- D. Following the campus visits, the Presidential Search Advisory Committee will meet to develop a list of strengths and weaknesses for each finalist and submit the lists to the Board of Governors.
- E. The Board of Governors will make the final selection. Selection and proposed compensation to be forwarded to the Higher Education Policy Commission for their review and approval.

**Background Checks**

The Search Firm shall conduct background checks on the finalists.

**Budget**

The Board of Governors will designate a budget for the search process. Costs for the search will be paid from this account.

**REQUEST FOR PROPOSALS  
EXECUTIVE SEARCH CONSULTING SERVICES  
FOR THE PRESIDENT OF  
  
WEST VIRGINIA STATE UNIVERSITY**

**RFP 16-PRESIDENTIAL SEARCH**

**RFP OPENS  
JANUARY 13, 2016  
5:00 PM EST**

**REQUEST FOR PROPOSALS  
EXECUTIVE SEARCH CONSULTING SERVICES  
FOR THE PRESIDENT OF WEST VIRGINIA STATE UNIVERSITY  
RFP 16-Presidential Search**

SECTION 1 – OVERVIEW / INTENT OF RFP

- 1.1 The West Virginia State University (WVSU) Board of Governors is seeking an experienced search firm to assist in selecting a president.
- 1.2 It is the Board of Governors' intent to select and contract with a single executive search consultant (the Consultant) to work with the Search Committee (the Search Committee or the Committee) and assist the Committee and the Board in the process of selecting a president for WVSU. As directed by the Committee, the principal services of the Consultant will be to advise and assist the board from the beginning to the end of the process, including but not limited to identifying the qualities desired in a president for this institution, the recommended processes and stages for a search in a determined timeline for all services to be complete for having a new President employed and on campus as early as July 1, 2016, and identifying a diverse set of highly qualified candidates for consideration, including minority and women candidates, initiating contacts with prospective candidates, receiving all nominations and applications, setting and conducting on campus interviews of candidates, assisting the Search Committee in narrowing the pool of desirable and acceptable candidates based on the qualifications and criteria set by the Search Committee, performing a comprehensive credential review of the finalists prior to any being invited to campus and performing routine functions associated with the search including all usual activities on and off campus needed to complete the search in time for possible employment of a President on or after July 1, 2016. The Committee will consider recommendations from the Consultant on how the search shall be conducted to assure equal opportunity for all. The RFP services shall include as a minimum:
1. Provide a detailed timeline indicating when the scope of services will be completed. Within the schedule, identify the requirements of the Board of Governors, Search Committee and staff liaison.
  2. Coordinate regularly with the Search Committee Chair/Co-Chairs and the staff liaison on timelines and search progress. Submit reports to the Board of Governors at completion of major milestones or upon request.



3. Develop and recommend recruitment strategies to achieve an appropriate, highly-qualified diverse pool of potential candidates, including, but not limited to minorities and women.
4. Assist in the development of the position announcement for use in national, regional and local publications and websites.
5. Provide a template of letters including response to nominations, letters of rejection and any other appropriate communications.
6. Provide a list of materials to be included in applicant packets.
7. Identify qualified potential candidates and seek nominations. All qualified resumes will be reviewed by the Search Committee.
8. Provide detailed summaries and documents on all candidates including portfolios for the Search Committee.
9. Assist the Search Committee in identifying criteria for scoring materials submitted by the candidates.
10. Assist the Search Committee in the development of interview evaluation materials.
11. Provide training for Search Committee on screening and interviewing processes, paying particular focus on legal aspects of interviewing and process.
12. Assist in the development of a web-based communication plan for the WVSU community.
13. Provide a secure website for posting, reviewing, and evaluating applications.
14. Assist with agenda and schedule coordination for semi-finalists (8-10) and finalists (3-4) candidate interviews, to include travel arrangements and briefing of candidates prior to and after the interview.
15. Complete reference and background checks for applicants in accordance with criteria developed by the Board of Governors for the finalists.
16. Maintain regular contact with the candidates to ensure open communication with candidates during the search process.

17. Maintain accurate recordkeeping for all aspects of the search. All information on the candidates shall remain confidential and will become the confidential property of the Board of Governors.

18. Assure that all equal opportunity and affirmative action statutes and guidelines are met throughout the entire search process.

19. Other activities needed for a successful search.

- 1.3 WVSU was founded under the provisions of the Second Morrill Act of 1890 to provide education to African Americans in agriculture and the mechanical arts. Like many other states at that time, West Virginia maintained a segregated education system. On March 17, 1891, the Legislature passed a bill creating the West Virginia Colored Institute to be located in the Kanawha Valley.

In 1915, the West Virginia Collegiate Institute began offering college degrees. Under the leadership of President John W. Davis, the academic programs were expanded and new buildings were constructed; in 1927 the Institute was accredited by the North Central Association and in 1929 it became West Virginia State College.

After the 1954 United States Supreme Court historic decision of *Brown v. Board of Education* outlawing school segregation, West Virginia State College (WVSC) evolved into a fully accessible, racially integrated, and multigenerational institution. Also, at that time, land-grant status was transferred to West Virginia University due to a decision of the West Virginia Board of Education. WVSC was the only 1890 institution to have its land grant status so transferred. Following a twelve-year effort by former President Hazo W. Carter, Jr., land-grant status was fully restored in 2001 by an Act of Congress under the leadership of the late Senator Robert C. Byrd.

With reinstatement of its 1890 land-grant status, and accompanying federal funding, WVSC strengthened its mission of teaching, research, and service to the community. With the passage of Senate Bill 448 during the 2004 Legislative session, the name of the institution was changed to West Virginia State University.

For nearly 125 years, from its modest beginning, WVSU has emerged into a multipurpose institution serving a diverse student body in Central West Virginia, only 10 miles west of the State Capital, Charleston. On a small tract of land with one building in Institute, West Virginia, the University has developed into a major educational complex.

WVSU is now a public, non-profit, land-grant academic institution, which offers 22 baccalaureate degree programs and four graduate degree programs in various fields through its four academic colleges (College of Arts and Humanities, College of Business and Social Sciences, College of Natural Sciences and Mathematics, and

College of Professional Studies). In Fall 2015, the University's total headcount enrollment stood at 3,166 students.

The University's Board of Governors consists of 12 members. Nine are appointed by West Virginia's Governor with consent of the West Virginia State Senate. Three members are elected from campus constituent groups: faculty, students, and classified staff. The Board of Governors employs and supervises the President, and is responsible for policy oversight involving financial, business and educational affairs and decisions of the University. With clear lines of authority, the Board relies on the President and his/her staff to perform all operations of the University. The Board approves long range plans, University policies, ensures financial solvency, and assists in maintaining the relationship between the University and the public it serves. The Board is also responsible for protecting and preserving the assets of the University and it works with the West Virginia Higher Education Policy Commission, the State's regulatory body for all four-year public institutions.

- 1.4 Time is the essence of the contract with a consultant, in order to assure that all search procedures will be complete in time for orderly employment of a new President by July 1, 2016, or at a later time as extended by written agreement of the Board of Governors as needed for selection of the best candidate for President.

## SECTION 2 – SPECIFICATIONS/SCOPE OF WORK

- 2.1 The Consultant selected for this project shall have extensive experience with academic executive searches, and there will be a preference for experience and demonstrated strengths and successes in searches for academic executive administrators. The successful bidder must have well developed search methodologies and candidate research skills, a national network of professional contacts, and a proven ability to identify and attract talented highly qualified individuals to this search process. The successful bidder must demonstrate an understanding of the academic executive search process both on campus and in the national market place, including without limitation, executive placements at Historically Black Colleges and Universities (HBCU's).
- 2.2 The Consultant shall work under the direction of the Board of Governors and the Search Committee. The service provided by the Consultant shall include, but may not be limited to the following:
  - A. Recruitment – The Consultant shall actively seek out individuals with superior qualifications and encourage them to become candidates for the position.
  - B. Applications and Nominations – The Consultant shall receive all applications and nominations and maintain a summary list of all

candidates. Disclosure of certain information, including information about candidates for the presidential vacancy is confidential and disclosure is prohibited by State law.

- C. Preliminary Screening – The Consultant shall conduct a preliminary screening of the credentials of the candidates, including a review of information contained on resumes and the knowledge the Consultant has of such individuals and the organizations they have served, prior to any candidate being submitted by the Consultant for consideration by the Committee.
- D. The Consultant may be requested to make contacts with individuals nominated by others.
- E. The Consultant must understand the institutional mission and effectively seek out individuals who can carry out that mission. The Consultant will assist the Committee in reconciling divergent points of view. The university encourages the inclusion of qualified women and minorities in accordance with university affirmative action guidelines and the Higher Education Policy Commission policy on non-discrimination. The finalists should represent a diverse group in terms of gender, race and ethnicity. The finalists should also have a mix of backgrounds and life experiences, as well as varying professional and academic careers and achievements.

2.3 The Consultant may be requested to meet with the Chair of the Board of Governors, the Executive Committee, the Search Committee and the Board of Governors during the early and subsequent phases of the search process in order to become familiar with the search and selection process and procedures, and the qualifications required for the position. Travel expenses may be reimbursed according to the University's Travel Regulation, or may be included in the fee and expense proposal during final negotiations upon mutual agreement of both parties. Monthly report of expenses shall be provided.

### SECTION 3 – SUBMITTING PROPOSALS

3.1 Please submit an original and six (6) copies of the proposal, plus one complete electronic copy. The original proposal should be bound in a three-ring, loose-leaf binder. Cost proposal sealed independently. Proposals will be received until 5:00 PM on January 13, 2016. Proposals must be submitted in a sealed envelope or package. Deliver proposals by the specific date and time to:

Janis Bennett, Director of Purchasing  
West Virginia State University  
120 Ferrell Hall  
PO Box 368  
Institute, WV 25112  
Phone: 304-766-3010  
Fax: 304-766-5102  
Email: bennetja@wvstateu.edu

- 3.2 Faxed or electronically transmitted proposals will not be accepted. All documents/information submitted in response to this solicitation will be considered public information unless otherwise noted, pursuant to the West Virginia Freedom of Information Act.
- 3.3 Communications with employees of WVSU (other than Janis Bennett), or with other representatives of the State concerning this request by you or on your behalf, except as is specified in Section 3.4, would not be appropriate during the submission and selection process.
- 3.4 Questions concerning this RFP will be received in writing until 5:00 PM on January 5, 2016 and must be directed to:

Janis Bennett, Director of Purchasing  
West Virginia State University  
120 Ferrell Hall  
PO Box 368  
Institute, WV 25112  
Phone: 304-766-3010  
Fax: 304-766-5102  
Email: bennetja@wvstateu.edu

- 3.5 Questions will be answered in writing and by 5:00 PM on January 7, 2016.

#### SECTION 4 – BIDDER QUALIFICATIONS

- 4.1 Proposals are being solicited from consultants that are engaged in the business of providing services identified in the RFP. Proposals shall include, at a minimum, the information in Sections 4.2 and 6. Failure to include this information may be grounds for rejection of the proposal.
- 4.2 The proposal shall present evidence that the firm or its officers have been engaged for at least the past three years in providing services as listed in the RFP. Furthermore, all firms responding to this RFP should have experience of offering a similar service. References must be included stating the name, position and

telephone number of a contact person.

- 4.3 The bidder shall identify any matter which may affect ability of the bidder to proceed timely in the search process for employment of a President by July 1, 2016, including scheduling of other searches in this period.

#### SECTION 5 – THE SELECTION PROCESS

- 5.1 Acceptable proposals will be evaluated by a University committee in accordance with the Higher Education Purchasing Regulations, based on the criteria listed in this RFP.
- 5.2 The Board of Governors and/or Search Committee may elect to interview one or more consultants. Interviews may be conducted in person or by telephone conference call. If interviews are held, final adjustments in the evaluation scoring will be made following the consultant's presentation. The evaluation committee may request additional information prior to making a contract award. In the event that mutually acceptable terms cannot be reached within a reasonable period of time, an authorized representative of the Board of Governors, reserves the right to undertake negotiations with the next most advantageous proposer without undertaking a new procurement process.
- 5.3 Evaluations will be based on overall services to be provided, qualifications, including recent experience, workload of the proposer and costs. The award will not necessarily be made to the consultant submitting the lowest cost proposal. The proposal receiving the highest overall score in the opinion of the Board will be declared the most advantageous firm.
- 5.4 After an award, all proposals will become a matter of public record and open for inspection. After the opening, proposals shall become the property of WVSU and will not be returned. The successful firm will receive a purchase order issued by WVSU.

#### SECTION 6 – PROPOSALS / EVALUATION CRITERIA

- 6.1 Proposals shall include the following information in the order specified. If the proposer fails to provide any of the following information, the evaluators may, at their option, ask the proposer to provide the missing information or they may evaluate the proposal without the missing information.
  1. Management Summary (20 points maximum)
    - A. The proposer shall prepare an organization staffing chart of those employees to be utilized in performing this contract.

- B. Detailed resumes of key personnel that will be assigned to this engagement, including relevant technical qualifications, and those of principals are required.
2. Experience and References (20 points maximum)
- A. Provide a description of your firm's experience with similar engagements, specifically with presidential searches for universities and four year colleges within the past five years.
  - B. Provide a minimum of three references of previous clients. Include college/university name, contact person, address and phone number.
  - C. Identify any searches by the firm for higher education executives which were substantially undertaken but not completed in the past five years.
3. Proposed Method (20 points maximum)
- A. Provide a detailed summary of your approach to complete the work.
  - B. Provide a description of special resources, skills or services of the firm, which are not addressed as part of this RFP, which would be available as part of an agreement with a successful bidder. Please demonstrate any advantages that would be realized by the Board of Governors as result of these identified resources.
  - C. Provide the current number and nature of searches being conducted by the firm for higher education institutions which are or will be underway in the next 12 months, and provide the names of the institutions involved and who in the firm will conduct those searches and the search for WVSU. (The list may be provided in a sealed envelope separate from the bid.) If other Presidential searches are to be underway, explain how services to the University would be affected.
4. Proposed project schedule with activities listed in each month until July 1, 2016 (20 points maximum)
5. Fee proposal to be submitted in a sealed envelope separate from the technical proposal (20 points maximum)

SECTION 7 – ADDITIONAL INFORMATION

- 7.1 The Consultant shall reopen and perform a supplemental search at no additional cost in the event the candidate should leave the University or be terminated by the Board of Governors within the first year.
- 7.2 WVSU reserves the right to reject any and all proposals with or without cause, and to waive any irregularities in the responses received as a result of this request, when such irregularities are not in conflict with the West Virginia Code or the Higher Education Purchasing Regulations. In addition, the University reserves the right to make such investigations as it deems necessary as to the qualification of any and all bidders, and to conduct pre-contract negotiations.
- 7.3 Discussions and interviews may be held by authorized persons for the University with firms under final consideration prior to making a selection for award; however, proposals may be accepted without such discussions or interviews.
- 7.4 In the event that mutually acceptable terms cannot be reached within a reasonable period of time, not to exceed five days, WVSU reserves the right to undertake negotiations with the next most advantageous firm without undertaking a new procurement process. The State's WV-96 form is attached to demonstrate the state law and guidelines that must be followed in any contracts presented to WVSU for execution. A copy of additional terms and conditions that a firm wished to offer for consideration should be enclosed with the proposal. The successful firm must be a registered vendor with the Purchasing Division, West Virginia Department of Administration, and have a valid vendor number. (Attachment G)
- 7.5 Payment of fees and expenses, not to exceed the maximum proposed, will be made upon satisfactory completion of the required services. Progress payments with appropriate hold back amounts to be negotiated, may be approved at the discretion of WVSU's Chief Procurement Officer.
- 7.6 The following is a list of Attachments that are applicable to this Request for Proposals:

Attachment A, Instructions to Bidders  
Attachment B, Terms and Conditions  
Attachment C, Agreement Addendum WV-96  
Attachment D, Prompt Pay Act of 1990 (West Virginia Code §5A-3-54)  
Attachment E, Purchasing Affidavit  
Attachment F, Drug Free Workplace Conformance Affidavit  
Attachment G, Vendor Registration and Disclosure Statement



**INSTRUCTIONS TO BIDDERS**

(purchases greater than \$25,000)

1. **BIDDER'S REPRESENTATIONS:** The bidder, by making a bid, represents that: (a) the bidder has read and understands the bidding 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.
2. **QUALITY STANDARDS:** Brand names, when identified, include the standard of quality, performance or use desired. Unless otherwise noted, bids by bidders on equivalents may be considered, provided the bidder furnishes descriptive literature and other proof required by the Buyer. Samples, when required, must be furnished free of charge, including freight. In the event the Buyer elects to contract for a brand purported to be an equivalent by the bidder, the acceptance of the item will be conditioned on the Buyer's inspection and testing after receipt. If, in the sole judgement of the Buyer, the item is determined not to be equivalent, the item will be returned at the Seller's expense and the contract terminated.
3. **SUBMISSION OF BIDS:** The bid, the bid security, if any, and other documents required to be submitted with the bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the bids and shall be identified as a Sealed Bid, and shall include the bid number, the bid opening time, and the bid opening date. Bids shall be delivered and deposited at the designated location prior to the time and date for receipt of bids. 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 or telegraphic bids are invalid and will not receive consideration.
4. **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 and shall be received prior to the designated time and date for receipt of bids. A modification shall be worded so as not to reveal the amount of the original bid.
5. **OPENING OF BIDS:** Bids shall be publicly opened and read aloud at the designated location for receipt of bids shortly after the time and date bids are due.
6. **REJECTION OF BIDS:** The Buyer shall have the right to reject any and all bids, in whole or part; to reject a bid not accompanied by a required bid security or other data required by the bidding documents; or reject a bid which is in any way incomplete or irregular.
7. **ACCEPTANCE OF BID (AWARD):** It is the intent of the Buyer to award a purchase order to the lowest responsible and responsive bidder provided the bid does not exceed the funds available. The Buyer shall have the right to waive informalities or irregularities in a bid received, and to accept the bid which, in the Buyer's judgement, is in the Buyer's own best interests. All bids are governed by the West Virginia Code and the Procedural Rules of the Governing Board having jurisdiction.
8. **VENDOR REGISTRATION:** Prior to any award for purchases exceeding \$25,000, the apparent successful bidder must be properly registered with the W. Va. Department of Administration, Purchasing Division, and have paid the required vendor registration fee.
9. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term 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.
10. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payment may only be made after the delivery and acceptance of goods or services. Interest may be paid for late payment in accordance with the West Virginia Code.
11. **RESIDENT VENDOR PREFERENCE:** A resident vendor preference will be granted upon written request in accordance with the West Virginia Code.
12. **TAX EXEMPTION:** The State of West Virginia, the Governing Board and its institution are exempt from Federal and State taxes and will not pay or reimburse such taxes.

**Terms and Conditions**

Revised 3/20/96

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. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Seller without the Buyer's consent.
4. **BUYER:** For the purpose 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.
5. **CANCELLATION:** The Buyer may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
6. **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.
7. **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.
8. **DISPUTES:** Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
9. **HOLD HARMLESS:** The Buyer will not agree to hold the Seller or any other party harmless because such agreement is not consistent under state law.
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 term of the Purchase order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are 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:** 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 rejections 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 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 the contact 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 descriptions 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.

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**AGREEMENT ADDENDUM**

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

**ACCEPTED BY:**

**STATE OF WEST VIRGINIA**

Spending Unit: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

**VENDOR**

Company Name: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

**PROMPT PAYMENT ACT OF 1990 (W.VA.CODE '5A-3-54)**

**INSTITUTION'S RESPONSIBILITY:** According to the Prompt Payment Act of 1990 (West Virginia Code '5A-3-54), any properly registered and qualified vendor who supplies services or commodities to an institution is entitled to prompt payment upon presentation to the institution of a legitimate uncontested invoice. The institution's accounts payable function shall establish institutional procedures to ensure that vendors are paid promptly.

An institution receiving a legitimate uncontested invoice shall process the invoice within ten working days from its receipt. This means that invoices shall be processed at the institution and forwarded to the State Auditor within ten days of receipt of the vendor's legitimate and uncontested invoice. An invoice shall be deemed to have been received on the date it is marked received by the institution, or three days after the date of the postmark made by the United States Postal Service as evidenced on the envelope in which the invoice was mailed, whichever is earlier. If the invoice is received prior to delivery and acceptance of the goods and services, the invoice shall be deemed to be received on the date the goods are delivered and accepted or the services are fully performed and accepted.

**VENDOR'S RESPONSIBILITY:** In order to receive timely payment, vendors have an obligation and responsibility to present invoices that are timely and accurate. An original of a vendor's invoice is needed for payment. The invoice must also contain identical information as shown on the purchase order or contract, such as:

- a. Vendor's name and address;
- b. Federal Employer's Identification Number (FEIN) or Social Security Account Number (SSAN) if an individual;
- c. Purchase order number;
- d. Invoice should be mailed to the proper address at the institution;
- e. Item description and number;
- f. Quantity, unit of measure and/or unit price, and extension of each item;
- g. Invoice total;
- h. Dates of order and shipment;
- i. Back orders, if any;
- j. Cancellations, if any;
- k. Credit memo, if the credit is not part of the invoice; and
- l. Invoices for services rendered must include the dates of service and be prepared according to the payment terms in the contract or purchase order.

**INTEREST ON LATE PAYMENT:** The Prompt Payment Act of 1990 (West Virginia Code '5A-3-54) entitles a vendor to interest on legitimate and uncontested invoices that have not been paid from the 61st day after the invoice was received until the date when the check was mailed to the vendor. The Act considers an invoice uncontested when it accurately covers the goods and services received. If the invoice is received prior to delivery and acceptance of the goods and services, the invoice shall be deemed to be received on the date the goods are delivered and accepted or the services are fully performed and accepted. In order to receive payment for interest, if entitled, a vendor must make a request in writing to the State Auditor and provide proof that the vendor received a check for payment of the invoice after the 60 day time limit. If the vendor is entitled to interest, the State Auditor's Office will calculate the interest and pay any amounts due.

**INFORMATION:** For information, call (304) 766-3010.

RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

**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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**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** \_\_\_\_\_



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

STATE OF \_\_\_\_\_

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-5**.

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

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

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

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

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.**

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STATE OF WEST VIRGINIA  
PURCHASING DIVISION

**VENDOR REGISTRATION AND DISCLOSURE STATEMENT**

Before a vendor is eligible to sell goods and/or services to the State of West Virginia, the *West Virginia Code* §5A-3-12 requires all vendors to have on file with the West Virginia Purchasing Division a completed Vendor Registration and Disclosure Statement. All vendors wishing to participate in the competitive bid process and receive purchase orders from the State of West Virginia exceeding one thousand dollars (\$1,000) are required to complete the Vendor Registration and Disclosure Statement (WV-1 form) and pay a **\$125.00** annual fee. Payment of the annual fee includes access to the *West Virginia Purchasing Bulletin*, in which purchases expected to exceed twenty-five thousand dollars (\$25,000) are advertised. Please complete this form in its **ENTIRETY** and return it with a check or money order made payable to the **STATE OF WEST VIRGINIA** in the amount of **\$125.00**. Incomplete forms will not be processed and will be returned to the vendor. Please send completed form and payment to:

**Purchasing Division - Vendor Registration  
2019 Washington Street East  
P.O. Box 50130  
Charleston, WV 25305-0130**

Whenever a change occurs in the information submitted, such change shall be reported immediately in the same manner as required in the original disclosure statement (*West Virginia Code* §5A-3-12). Vendors doing business with the State of West Virginia are expected to abide by the **Vendor Code of Conduct** available online at <http://www.state.wv.us/admin/purchase/vrc/vendorconduct.pdf>.

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

If you have any questions concerning this Vendor Registration and Disclosure Statement, please contact the Purchasing Division at (304) 558-2311.

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

1. Legal Name of Company/Individual \_\_\_\_\_  
Bidding Address \_\_\_\_\_  
\_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

2. Vendor Classified As:

<input type="checkbox"/> Individual	<input type="checkbox"/> Estate/Trust
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership
<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Limited Liability Company (LLC)
<input type="checkbox"/> Corporation	[Enter tax classification: D=Disregarded Entity; C=Corporation; P=Partnership] _____
<input type="checkbox"/> Governmental Entity	<input type="checkbox"/> Other (Explain) _____

## VENDOR REGISTRATION AND DISCLOSURE STATEMENT

**PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION**

*To Be Completed by the Vendor and Returned to the Purchasing Division*

3. If you have a Federal Employer's Identification Number, enter it. All partnerships, corporations, or companies with employees must have an FEIN.

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

For individuals with no FEIN, enter Social Security number.

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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

- Disabled Small Business Ownership [1]
- Minority Small Business Ownership [2]
- Small Business Ownership [3]
- Veteran Small Business Ownership [4]
- Woman Small Business Ownership [5]

*The information gathered in question 4 is for data collection efforts only.*

5. Are you registering as a new vendor with the Purchasing Division?  No  Yes

6. Are you updating the information previously submitted?  No  Yes

7. Are you completing this form to register a branch/division/subsidiary?  No  Yes  
*If yes, please list the parent company's name, address, and FEIN.*

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

FEIN: \_\_\_\_\_

8. Has the vendor done business under another name? If so, list the name and address under which the business was conducted.

Name

Street Address, City, and State

\_\_\_\_\_



## VENDOR REGISTRATION AND DISCLOSURE STATEMENT

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

9. List the name, title, city and state of residence for all owners/officers.

If the vendor is an **individual**, list his or her name and city and state of residence, and, if he or she has associates or partners sharing in his or her business, list their names and city and state of residence. If the vendor is a **firm**, list the name and city and state of residence of each member, partner or associate of the firm. If the vendor is a **corporation** created under the laws of this state or authorized to do business in this state, list the names and city and state of residence of the president, vice president, secretary, treasurer and general manager, if any, of the corporation; and the names and city and state of residence of each stockholder of the corporation owning or holding at least ten percent of the capital stock thereof.

Attach an additional sheet if space is needed.

Name	Position	City and State of Residence
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If the vendor has only one owner/officer, list the name, position, and city and state of residence above and please initial here: \_\_\_\_\_

10. List the name and telephone number of one or more banking institutions to serve as reference for the vendor.

11. What is the latest Dun & Bradstreet number and rating on the vendor (if available)?

12. Is the vendor acting as an agent for some other individual, firm or corporation? If yes, attach statement of the principal authorizing such representation.

No       Yes

As authorized agent of the vendor named herein, I do solemnly swear that the above information is true and complete, in accordance with WV Code §5A-3-12(e).

\_\_\_\_\_  
*Vendor Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

**PURCHASING DIVISION USE ONLY**

Vendor ID:\* \_\_\_\_\_

Check No. : \_\_\_\_\_

Memo No. : \_\_\_\_\_

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

Entered by: \_\_\_\_\_

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RFP INTENT-TO-BID FORM

If you intend to bid on a Request for Proposal, you are asked to complete this form as soon as possible and fax/email to:

Janis Bennett  
Director of Purchasing  
West Virginia State University  
Fax: 304-766-5102  
Email: [bennetja@wvstateu.edu](mailto:bennetja@wvstateu.edu)

If you identify yourself as a potential bidder, West Virginia State University will be able to notify you of any RFP changes/revisions/addenda and forward relevant information.

Please note:

Filing an Intent-To-Bid Form is voluntary: it is NOT required by West Virginia State University in order for you to submit a proposal.

Filing an Intent-To-Bid Form does not commit you to bidding.

Filing an Intent-To-Bid Form is required if you wish to submit specific questions concerning an RFP.

-----INTENT-TO-BID-----

RFP Name: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_