

April 2, 2018

Shepherd University is soliciting proposals to establish a contract, through competitive negotiations, with one qualified medical health provider to provide health services and support for Shepherd University's student body.

In congruence with the University's mission and its core values of learning, engagement, integrity, accessibility, and community, the Student Health Services [SHS] will be committed to helping students be full partners in their own health education, preventive services, and clinical care. Academic success will be optimized by helping students access full and effective health services.

Attached, please find the University's Request for Proposals No. SU18-08. Please note that all responses are due no later than 4:00 PM local time on May 31, 2018 to:

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

Thank you for your interest in the Shepherd University. If you have any questions please call me at (304) 876-5216.

Debra Langford  
Executive Director of Purchasing

REQUEST FOR PROPOSALS

for

HEALTH SERVICES  
AND SUPPORT

Issued by:

Shepherd University  
Procurement Services

April 2, 2018

## SECTION 1 - INSTRUCTIONS TO PROPOSERS

### 1.1 SCOPE OF PROGRAM

- A. Purpose: Shepherd University seeks to contract, through competitive negotiations, with a private sector health services partner to provide on-site and/or off-site health services and support for the Shepherd University student body. Goals of the partnership include:
- Provide a level of service substantially comparable to or exceeding services currently provided by the University to students, funded on a contractual basis by the University;
  - Provide opportunities for students to obtain additional health services, billed to students and their insurers;
  - The University would prefer to see an additional opportunity for health services for University employees, and/or other private patients, privately operated by contractor and paid by the patients and their insurers, offered conjunctive to the student health services.
- B. Background: Healthcare for Students at Shepherd University and for the Community

Shepherd University currently operates a Student Health Center [the Current Center] on its campus. The Current Center is staffed by two employed registered nurses, a medical assistant, and one clerical position. A limited degree of additional service is provided on a scheduled basis by a contracted nurse practitioner.

An explanation of the Current Center's operations can be reviewed at <http://www.shepherd.edu/healthcenter>.

The Current Center's operations include management of student records relating to immunizations status, as required by institutional policies. Proposer should prepare their base financial and operational proposals from a presumption that the University will manage such records itself, if the health services are provided by a contracted successful respondent.

The University's location creates specific challenges and opportunities relating to health care. Shepherdstown is a small municipality in West Virginia. As of the date of this RFP, existing medical service providers in the immediate vicinity of the town consist of one family practitioner in the southeast corner of the town, one family practitioner just west of town, and a chiropractor just west of town.

Broader medical services can be obtained in one of several alternative communities 15-30 minutes from Shepherdstown, but the opportunities for the student body and the 600+ workforce to obtain readily accessible healthcare on or close to campus is limited. The University seeks to achieve a negotiated, contractual arrangement to provide student health services

either on campus or as close to campus as possible. If it is possible to leverage the delivery of health services to students into expanded healthcare options for private persons without adversely impacting the University's interest in healthcare for the students, the University would consider that to be a contributing criterion.

### C. ABOUT SHEPHERD UNIVERSITY

[Shepherd University](#) is a medium-sized, public liberal arts university located in historic Shepherdstown, West Virginia. Its campus sits on the banks of the Potomac River bordering Maryland and lies within 90-minutes drive of Washington, DC and its three servicing international airports. The University is fully accredited by the [Higher Learning Commission](#), is a member of the selective [Council of Public Liberal Arts Colleges](#) and has been recognized as a [College of Distinction](#), both attesting to its dedication to high-quality education in a student-centered residential environment. Shepherd offers [undergraduate and graduate degree programs](#).

The roots of Shepherd University extend back to 1871, when it began as a Normal School (Shepherd College). In the 1940s and 1950s the liberal arts and sciences were added and in 2004 it became Shepherd University. In 2009, it was accepted into the Council of Public Liberal Arts Colleges, a selective group that recognizes high quality education and generally restricts membership to one institution per state. In 2015, it launched its first doctoral program (Nursing Practice) and this year launched its newest graduate program in Data Analytics (MS). A full listing of programs of study is available at: <http://catalog.shepherd.edu/content.php?catoid=11&navoid=1675>.

The University is medium-sized and residential. The student body is approximately 3,700, two hundred fifty of which are graduate students. Approximately 900 live on campus in a variety of residence halls, ranging from traditional to suite and apartment. A new 300 suite style residence hall opened in August of 2017, and the on campus housing is expected to grow slowly but steadily. International student enrollment is very small and slowly growing.

### 1.2 PROPOSAL SUBMISSION

Sealed proposals and other required documents shall be enclosed in a sealed opaque envelope and shall be identified as a "Request for Proposals" including the RFP number, and the RFP opening time and date. The proposer, by making a proposal, represents that: (a) the proposer has read and understands the RFP documents, terms and conditions, and the proposal is made in accordance therewith; and (b) the proposal 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 May 31, 2018 at 4:00 p.m., local time.

Proposals received after the time and date for the proposal opening will be returned unopened. The proposer 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 proposal must be signed by such individual or individuals who have full authority from the proposer to enter into a binding contract on behalf of the proposer so that a contract may be established as a result of acceptance of the proposal submitted. By reference, the terms and conditions set forth in the Request for Proposal shall serve as additional contract terms and conditions. Proposed terms and conditions of a contract should be submitted as a part of the proposal response.

By submitting a proposal, the program provider submitting a proposal represents and warrants:

- A. That it is currently licensed to do business, or shall be within 30 days of Notice of Intent to Award, as the case may be, in the State of West Virginia and that it will take such action as, from time to time hereafter, may be necessary 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 agreement; 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 proposals 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 proposal are true and correct.

### 1.3 PROPOSAL COPIES

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

#### 1.4 OFFER ACCEPTANCE PERIOD

Proposal (offer) shall remain in effect for a minimum period of one hundred and twenty(120) calendar days from the proposal opening date, but longer if a longer period is indicated in the proposal, and is irrevocable.

#### 1.5 REQUEST FOR PROPOSAL SCHEDULE

April 2, 2018:	Request for Proposals is issued
April 3- May 18, 2018:	Question/Answer Time Period Proposers can submit questions during this time period As identified in Section 1.7.
April 17, 2018:	Optional Pre-proposal Meeting in Room 202 Ikenberry Hall-President's Conference Room
May 31, 2018:	Proposals Due 4:00 PM
June 15-22, 2018:	Target Range of Intent to Award Date
Contract Effective Date:	To be Negotiated

#### 1.6 TERM OF AGREEMENT

The successful proposer shall sign a contract that incorporates the requirements and terms of this RFP, the response to the RFP, and the negotiated and agreed upon terms between the proposer and Shepherd University. The preferred initial term of the proposed agreement for health services and support shall be for five years; proposers may propose alternative terms. The University recognizes that if a proposal includes the provision of services on campus and includes a capital investment in facilities by the proposer, a significantly longer term, subject to contingencies which a State Agency is required to include in any such contract, would be implicated, along with an amortization period if an early termination should occur.

The University will reserve a right to early termination of the contract under terms to be negotiated, including but not limited to a Funding Out clause.

All applicable Federal laws, State laws, County, Local and municipal ordinances, by-laws, and the orders, rules and regulations of all authorities having jurisdiction over this work shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written out in full.

#### 1.7 INQUIRIES AND INTERPRETATIONS

Communications with employees of Shepherd University concerning this RFP by the proposer or on the proposer'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 proposer.**

All questions and/or inquiries concerning this request shall be submitted in writing to:

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

Inquiries submitted after close of business on May 18, 2018, may be disregarded by the University at its discretion due to proximity to the opening date. Proposers shall consider the Department of Procurement Services as the first and prime point of contact on all matters related to the procedures associated with this RFP. If additional information is needed from any source, Procurement Services will work with the Proposer and the various offices of the University to gather that information. Should any prospective proposer find discrepancies in or omissions from this RFP or be in doubt of the meaning, the proposer 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 RFP in the form of addenda to the RFP and such addenda shall become part of this RFP. Failure of any recipient of this RFP to receive any such addendum or interpretation shall not relieve such recipient from any obligation under their proposal as submitted; copies of such addenda shall be available on the Procurement Office website. The University will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS SHALL NOT BE BINDING ON Shepherd University, regardless of who made the statement.** Every official and binding 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 and posted on the website.

Procurement Services can also be reached by:

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

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

## 1.8 ELIGIBLE PROPOSERS

Proposals will be accepted only from entities who:

- A. Are free from all obligation, interest and regulatory problems which might conflict with the interests of Shepherd University, the Shepherd University Board of Governors, the West Virginia Higher Education Policy Commission, and the State of West Virginia;
- B. Are experienced in the provision of health services; and
- C. Are able to demonstrate the availability of relevant resources, including capital, personnel, and other professional services necessary for the delivery of broad health services as described herein.

## 1.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS

At any time prior to the specified time and date designated for receipt of proposals, a proposal submitted may be modified or withdrawn by notice to the party receiving proposals at the place designated for receipt of proposals. Such notice shall be in writing over the signature of the proposer with authority as set forth under paragraph 1.2 above and shall be received prior to the designated time and date for receipt of proposals. A modification shall be worded so as not to reveal the amount of the original proposal.

## 1.10 ERASURES AND INTERLINEATIONS

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

## 1.11 ACKNOWLEDGMENT OF AMENDMENTS OF RFP

Receipt of an addendum to this RFP must be acknowledged by a proposer on the Proposal Response Certification (Attachment A).

## 1.12 NON-FUNDING

All services performed or goods delivered under this 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 not appropriated or otherwise available for these services or goods, University will provide as much notice to the vendor as is reasonably viable, and then this Purchase Order/Contract becomes void and of no effect after June 30.

### 1.13 PAYMENTS AND INTEREST ON LATE PAYMENTS

Where applicable, payment by University to a vendor may only be made after the delivery and acceptance of services or goods. Payment of services or goods cannot be prepaid and must be processed in arrears. Interest may be paid for late payment in accordance with West Virginia Code.

### 1.14 RESIDENT VENDOR PREFERENCE

A resident vendor preference will be granted upon written request in accordance with the West Virginia Code, as identified in Attachment D. This form must be included as a part of the submission in order to qualify for a resident vendor preference.

### 1.15 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. Vendors may be subject to local as well as State and federal taxes and must exercise due diligence in incorporating all applicable taxes into any financial components of the response to the RFP.

### 1.16 REJECTION OF PROPOSALS

The University shall have the right to reject any and all proposals, in whole or part; to reissue a new or revised RFP at its sole discretion; to reject a proposal not accompanied by a required security or other data required by the RFP documents; to reject a proposal, which is in any way incomplete or irregular; or to waive any minor irregularities and discrepancies which in the judgment of the University did not create a material and unfair competitive advantage. Offers may be rejected for any of the following reasons:

- A. Failure to meet the mandatory specifications and requirements;
- B. Failure to respond in a timely fashion to a request for additional information or data;
- C. Failure to supply appropriate and favorable client references;
- D. Financial instability of proposer submitting the proposal;
- E. Failure of the proposer to successfully negotiate a contract, if applicable;
- F. Submitting an incomplete Financial Proposal page;
- G. Submitting a proposal that is not signed; or
- H. Failure to demonstrate that the proposer is qualified to carry out the obligations of the contract and to implement and support the work specified herein.

### 1.17 PRICE /FINANCIAL PROPOSAL

Proposers may utilize multiple, alternate financial models in their submission. Regardless of the model, though, the financial details and expectations must be described in enough depth to allow for a thorough cost evaluation.

If more than one financial model is submitted in the proposal, each shall be clearly linked to specific service alternatives and terms and shall include everything necessary for the prosecution and completion of the agreement within that model, including, but not limited to, furnishing all materials and all management, supervision, labor and service relating to provision of health services to University students.

Price/financial proposals must solely address the delivery of healthcare services to University students, not employees or the broader community, who would obtain care solely on a private basis. However, in addressing potential healthcare services to employees the proposer should clearly indicate whether proposer would be committed to being a full participant in whatever employee health insurance plan/network is offered, from time to time, by the University to its employees.

The University will evaluate the total price for the basic requirements (the SHC, as defined below) with any option(s) exercised at the time of award. Evaluation of options will not obligate the University to exercise the option(s).

The University may reject an offer if it is materially unbalanced as to process for the basic requirements and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices, which are significantly overstated for other work.

The offer for the scope of student healthcare services to be direct-billed to the University (the SHC operation) must identify the total cost, including specialized fees or separate reimbursements, for the complete provision of the SHC services to the student body. No allowance will be made at a later date for additional charges due to the proposer's omission.

#### 1.18 AWARD OF CONTRACT

The award shall be made by the University to the responsible proposer whose proposal will be most advantageous to the University with respect to maximizing delivery of quality healthcare services in a financially viable manner and at a location(s) viable to provide effective service to the student body.

Location of services is an essential component of this RFP. Establishing accessibility for students by locating on the campus or in ready proximity to campus is a necessary component of meeting the technical specifications and multiple components of the evaluative criteria.

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

#### 1.19 TRADE SECRETS

If the response contains any trade secrets that should not be disclosed to the public or used by the University for any purpose other than evaluation of your proposal, the top of each sheet of such information must be marked with the following legend:

## “CONFIDENTIAL INFORMATION”

All information submitted as part of the proposal must be open to public inspection (except items marked as trade secrets and considered trade secrets pursuant to the State of West Virginia laws after the award has been made). Should a request be made of the University for information that has been designated as confidential by the Vendor and, on the basis of that designation the University denies the request for information, the Vendor may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

### 1.20 CONFLICT OF INTEREST/ETHICS

A proposal may be subject to rejection if its acceptance would constitute an unethical conflict of interest for a University administrator or employee.

By submitting a proposal, proposers certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other proposer or prospective proposer, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged (Form in document as Attachment E).

### 1.21 INVOICING

Upon award of the contract, the successful proposer will be responsible for invoicing the University for any applicable fees. It is the responsibility of the vendor to provide invoices to the University to ensure payment is made for any fees agreed upon.

### 1.22 INSURANCE REQUIREMENTS

Unless otherwise expressly delineated in the proposal, the contract will require the successful proposer to maintain in force at all times during the term of the contract such insurance, with a carrier acceptable to University, as will provide the following components:

- a) Workers' compensation insurance sufficient under the laws of the State of West Virginia to cover all Contractor employees working on Shepherd's campus or otherwise fulfilling Contractor's obligations under this Agreement. Contractor's employees will not be considered employees of Shepherd for any purpose including, but not limited to, workers' compensation, benefits, and disability.
- b) Comprehensive General Liability and Property Insurance of not less than one million dollars (\$1,000,000.00), per occurrence, including, but not limited to, Personal Injury Liability, Bodily Injury, Broad Form Property Damage Liability, Blanket Contractual Liability, and Products Liability.

- c) Broad form auto liability in the minimum amounts of one million dollars (\$1,000,000.00), with coverage for all autos owned and non-owned. The umbrella limits must also be excess of the auto liability coverage.
- d) Medical Professional Liability Insurance of not less than one million, five hundred thousand dollars (\$1,500,000), per occurrence.
- e) Shepherd shall be a named additional insured on the liability policies with right of notice of any cancellation.

The Contractor shall furnish the University with a certificate of insurance as evidence of the required coverage. In the event that the Contractor's insurance is terminated, the Contractor shall immediately obtain other coverage; any lack of insurance shall be grounds for immediate termination of the contract.

### 1.23 CONFIDENTIALITY OF DATA AND INFORMATION

Contractor shall, as applicable, meet the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, as amended, together with all applicable related federal regulations, to safeguard the confidentiality of any medical information of any person which Contractor may obtain in conjunction with the services.

Contractor shall agree to abide by the Family Education Rights and Privacy Act of 1974 (FERPA) including FERPA's limitations on re-disclosure as set forth in 34 C.F.R § 99.33(a)(2). Contractor shall not make any use of any student information for any purpose outside the scope of services provided for herein, unless otherwise expressly authorized by University. Contractor shall treat any document relating to a University student as presumptively a FERPA document, unless Contractor and University jointly determine that a particular document is not a FERPA document.

## SECTION 2 – INSTRUCTIONS FOR PREPARING PROPOSALS

### 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, RFP 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 proposal should be specific and complete in every detail, prepared in a simple and straightforward manner.

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

Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

### 2.2 RFP RESPONSE OUTLINE

- A. Response Sheet: The Proposer Response Certification, (Attachment A), shall be attached to the front of the proposal and shall contain proposer's certification of the submission. It shall be signed by an official who has full authority to enter into a contract.
  
- B. Firm's Qualifications and Relevant Experience (Attachment B): All services furnished under this contract shall be from firms that have performed healthcare services for at least ten (10) years and have a history of successful healthcare operations. Failure to provide such proof may result in the firm being determined to be non-responsive and not eligible for award.

Provide detailed information about the following items relating to the firm's qualifications and relevant experience. Include specific information for local and regional facilities that would be included in anticipated services to the University's students.

The following information is to be provided:

1. Describe the corporate entity, its history, corporate structure, and chain of ownership of the company to ultimate parent corporation, and all subsidiaries. Include the number of years your company has provided healthcare services.
  
2. Describe what distinguishes your company in providing healthcare services and how that will help you achieve the University's goals.

3. Provide a list of any current corporations or entities with which you have a relationship comparable to the relationship envisioned in this RFP. Include contact name and phone number and length of relationship as to each.
  4. Disclose the company's liability insurance coverages and the ability of the company to shield the University from litigation risks in the area of healthcare services provided by the successful proposer.
  5. Identify any subcontractors which you envision utilizing in these services, the length and nature of those vendors' relationship to the proposer, and those vendors' ability to shield the University from litigation risks.
  6. Provide information about the proposer's operations and customer service philosophy.
- C. Proposer Organization Chart and Management and Administrative Support (Attachment C):
1. Describe the firm's administrative management structure listing key personnel at all levels that will be supporting the University's contracted healthcare service operation and information regarding the qualifications/experience of those individuals. Information for each person shall include their educational background, certifications, and work experience with the proposing firm, as well as positions with prior employers. The chart shall include enough detail to show how the organizational placement of service personnel will support the University's contracted healthcare service operations. Provide an explanation of the relationship of corporate/entity support personnel who will have the responsibility for the University relationship.
  2. Detail your firm's ability to commit required staff personnel and other resources for a responsible supporting management structure and transition. Include a statement of the proposer's commitment to quality controls and training. Also, describe any training programs that would be specific to the University-student clientele.
- D. Description of Proposed Services: Describe fully how the proposer would fulfill each aspect of the Technical Specifications as identified in Section 3 (Attachment D).
- E. Financial Stability: Please provide independently audited financial statements for the three most recent complete fiscal years. Also, please include a financial response fully define one or more models for delivery of limited services to students under a university-pay plan in which the University makes monthly installment payments. Modelling should be offered with recognition of the University's financial constraints and that its current operational budget for the Current Center is approximately \$160,000 (Attachment E).

- F. Non-Collusion Certificate: Certificate that affirms that the proposer has not performed collusion or fraud during the information gathering, preparation, and submission of the proposal (Attachment F).
- G. References: Provide a minimum of three references for which your firm has provided services for a minimum of three (3) years (Attachment G).
- H. State of WV Vendor Preference Certificate: Application to West Virginia vendors that can claim preference if completed. Please submit and complete certificate if applicable (Attachment H).
- I. Purchasing Affidavit: This form is used to certify that Proposers do not own any debts for the State of West Virginia which would preclude them from receiving a contract (Attachment I).
- J. Disclosure of Interested Parties to Contracts: Application that indicates that a business entity cannot enter into a contract estimated to be valued at \$100,000 or more with a state agency unless the interested party submits a disclosure of interested parties application (Attachment J).
- K. Agreement Addendum: This form amends any terms submitted in the proposal that would conflict with the State of West Virginia Terms and Conditions. Failure to execute and submit with proposal documentation could result in disqualification in proposal process (Attachment K).

## SECTION 3 – TECHNICAL SPECIFICATION

### 3.1 GENERAL

Shepherd University seeks to contract, through competitive negotiations, with a private sector health services partner to provide on-site and/or off-site health services and support for the Shepherd University student body. Goals:

- Provide a level of service substantially comparable to or exceeding services currently provided by the University to students, funded on a contractual basis by the University;
  - Provide education to the student body on appropriate self-care and prevention;
  - Provide appropriate clinical care to individual students;
  - Work with University administrators on an ongoing basis to prevent or minimize the spread of communicable diseases, including but not limited to influenza, MRSA, and meningitis.
  - Participate, in appropriate manner, in administrative behavioral intervention programs of the University; and
  - Assist University with substance abuse and sexual misconduct prevention programs for students.
- Provide opportunities for students to obtain additional health services, billed to students and their insurers;
- The University would prefer to see an additional opportunity for health services for University employees, and or other private patients, privately and paid by the patients and their insurers, offered conjunctive to the student health services.

### 3.2 CURRENT SERVICES TO STUDENTS

The University currently provides limited healthcare services to students at the Current Center in the basement of Gardiner Hall. The current hours are Monday through Friday, 8am to 4:30pm, and only during the regular academic year from mid-August to early May. Additional specific staffing services are performed during the summer for selected summer camps.

The professional staffing of the Current Center consists of a full time RN – Director, a part time RN, and a full time medical assistant, together with a Nurse Practitioner who sees patients, by appointment within limited hours, on a contracted basis.

The Current Center currently consists of three administrative offices and two treatment areas, together with a waiting area, all totaling less than 2,000 square feet of usable floor space.

The staff assesses and treats many common acute health conditions affecting the campus population, including bronchitis, cold and flu, as well as a broad range of first aid and minor injury care. Sexual Health care and planning is a significant component of services rendered. Mental health services provided by the nurse practitioner, including appropriate prescriptions, have become a growing sector of

services. The Health Center provides follow up for students who have been required to visit an emergency room for broader care.

- CLIA waived lab tests for strep, glucose, urinalysis and pregnancy.
- STD samples taken and tested at state lab.
- Pap smears are taken and tested via a state laboratory contract.
- Phlebotomy service for students who wish to obtain broader lab tests as directed by PCP or by the Nurse Practitioner.
- TB and flu shots administered with a \$7 fee.

Annual patient visits:

- Nurse Practitioner – 319
- RN – 1122

The medical assistant provides simple OTC assistance to walk-in students, and the lobby area is stocked with extensive self-help OTC and educational material.

The University dedicates approximately \$160,000 for the budget of the Current Center. Other than a limited number of small-fee transactions such as TB and flu shots, the University does not conduct any fee for service healthcare at the Current Center. Students are referred for treatment in all other areas to physicians and healthcare facilities in the region.

A summary of operations of the Current Center was recently compiled by its staff and is provided as Exhibit 1.

### 3.3 STATEMENT OF NEEDS

The University proposes to enter into a multi-year year contract with the successful proposer to provide a comprehensive Student Healthcare Center ["SHC"]. The awarded contractor shall furnish all personnel, equipment, supplies and materials required to operate the SHC facility. In conjunction with the operation of the SHC, the contractor will operate broader health services for students and may operate broader health services for others.

3.3.1 Ideally, the University would like for the SHC to be located on the University campus. An on-campus location would maximize the ease with which students could obtain services. While the existing Gardiner Hall Health Center location could be utilized by the contractor on a rental basis, the University recognizes that a broader and contemporary healthcare services operation requires a larger and more enhanced building space. The University invites responses which reflect one or more of the following location options:

- Transitional use of the Gardiner Hall Space
- Use of underutilized acreage on the campus for construction by contractor of a new healthcare facility.

- This option could include a lengthy ground lease by the University to the contractor.
- Option could utilize undeveloped space or could be associated with contractor demolition of Kenamond Hall.
- If an option is identified utilizing any ground space currently utilized by the University with a building, parking lot or other facility of any form, contractor must incorporate contractor's replacement of the current use on the campus as a component of its financial proposal.
- Use of a facility in immediate or close proximity to the campus.
- Accessibility to the SHC for students is a highly important criterion in evaluating proposals.

3.3.2 The Contractor shall provide all necessary medical services, equipment, supplies and materials normally associated with a University student health center. The services provided shall meet the standards of care stipulated by the American College Health Association (<http://www.acha.org>) as outlined in their General Statement of Ethical Principles and Guidelines ([http://www.acha.org/Publications/docs/ACHA\\_General\\_Statement\\_Ethical\\_Principles\\_May2010.pdf](http://www.acha.org/Publications/docs/ACHA_General_Statement_Ethical_Principles_May2010.pdf)).

3.3.3 The contractor will offer on an annual basis a basic, agreed upon, scope of services for which the University will pay a lump sum fee, in monthly installments. The University anticipates the contractor exceeding the scope of services currently provided at the Health Center, for this fee paid by the University. No fee will be assessed to students for these services, and students will not be required to submit any health insurance information to receive these services which are paid for by the University's annual fee payment. All reference to the SHC herein are references to this scope of service.

3.3.4 The contractor will offer additional services to students, billing the students and their health insurance carriers, but not the University.

3.3.5 The comprehensive services of the SHC should include:

- a. Clinical Office visits.
  - i. Acute illness treatment: bronchitis, strep throat, mono, UTI, digestive issues, etc., including completion of as much diagnostic activity at the SHC as possible.
  - ii. First aid care of non-life threatening injuries to include: sprains, strains, cuts, burns, rashes, infections, etc.
  - iii. Sexual health exams: pregnancy, STI, etc.
  - iv. Offer immunizations, including at minimum TB and flu.
  - vi. Offer allergy clinic.
- b. Triage and referral to clinician on-site, specialist, urgent care, advanced care and/or emergency care services as needed.

- c. Provide self-care information to students during individual appointments, topic specific workshops, on-line resources and/or speaking by invitation at activities.
  - d. Office hours of not less than Monday through Friday 8 a.m. to 5 p.m. during the academic year and optionally less during summer as coordinated with and Agreed to by University; provided however, that if contractor offers medical services at the site to non-students, then the SHC shall not be closed during hours in which services are offered to others.
- 3.3.6 The University would prefer to see the comprehensive services of the SHC include:
- a. Access to convenient and affordable medication, pharmaceuticals and tests appropriate to support the services available to students.
  - b. On-site psychiatric services, by a psychiatric specialist, to students for at least 8 hours per month. These services would provide psychiatric assessment, monitoring medication and being a consultant to the University Counseling Center as needed. Note: Advance-care clinicians providing prescriptions for maintenance of psychotropic medication would be a desirable feature in these services.
  - c. Access to a toll-free, twenty-four hour health information and referral service at no additional cost to students. Such calls could be handled by a registered nurse who can evaluate the seriousness of the situation and provide health information, the management of chronic illnesses, and/or make physician referrals.
- 3.4 The contractor should provide all necessary medical administrative operations to include an electronic medical records system in keeping with all HIPAA and FERPA requirements. This electronic medical records system should be capable of interfacing or being networked with local physicians and hospitals to help assure a continuity of health care for students who are referred to off campus health providers and/or hospitals or who must seek emergency care. The contractor shall explain in detail how this service will be provided.
- 3.5 The contractor shall provide a referral service to other health care providers in the area when additional medical care is needed.
- 3.6 The contractor shall define and provide a campus health team which is appropriately credentialed and experienced and capable of covering the annual hours of operation of the SHC.
- 3.7 The contractor shall provide preferential selection for employment to the RN staff and the medical assistant of the University, subject to contractor's standard background check and related employment screening procedures ["Prior Personnel"]. Contractor shall maintain the employment of the retained staff for a minimum of one year, subject to dismissal for cause.

- 3.8 Other than the Prior Personnel, contractor will conduct a pre-employment background check, and will confirm that a check was completed.
- 3.8.1 If SHC is operated on the University campus, contractor will disclose to University any adverse criminal history as to new employees of the SHC. Contractor will provide this information together with name, address, telephone number, and two year history of prior employment. In the event adverse information is received as a result of the screening, contractor will manage the information received and the offer of employment in accordance with the contractor's Background Check Policy. University may, with reason, exclude any contractor employee or prospective employee due to background check information or due to University's reasonable determination, under its established policies, that the person's exclusion is necessary for the welfare of the campus and its students or employees.
- 3.8.2 If the SHC is operated not on University property, University will have continuing authority to review, pursuant to University policies, allegations of disqualifying conduct by contractor's employees, including but not limited to EO/non-discrimination complaints. If University makes an adverse determination as to a contractor employee, and if contractor and University cannot reach agreement on the resolution of the concerns and findings by the University, University may terminate the contract.
- 3.9 The contractor shall provide a communication and evaluation process to insure excellent customer service and continual improvement of services. This process and the content will be coordinated fully with University staff.
- a. Establish, based upon the terms of the contract, and communicate the SHC scope of service to students, faculty and staff. This will include maintaining a web and social media presence, being a visible partner on campus and communicating service offerings through appropriate channels to campus.
- b. Develop, administer and compile results from an annual survey of users to ensure satisfaction and improvement.
- c. Track statistics of users to include: total patients, unique patients, demographics, provider level and type of service provided.
- d. In addition to the quarterly reports required herein, an annual report must be completed that provides a snapshot of the SHC operations for each academic year to include highlights, challenges, assessment and evaluation results and improvements scheduled to be implemented.
- e. The contractor shall work cooperatively with University officials in the development and improvement of SHC programs, services, and policies. The contractor shall make every reasonable effort to comply with requests from University officials for the improvement of the SHC. The contractor shall conduct regular evaluations of staffing and services including

input from the University students. Annual reports shall provide a summary of evaluations conducted and improvements implemented.

3.10 Contractor should be involved in the academic health and social environment of the University, taking advantage of the opportunity to offer special programs and other assistance based upon the University's ongoing or unique activities and circumstances. Ideally, the Contractor shall integrate into the University community by serving on a limited number of select committees directly relating to health and wellness on campus. These include but are not limited to behavioral intervention, crisis management, and monthly meetings with the Student Affairs staff.

3.11 If the SHC is operated on the University campus:

3.11.1 Contractor would have full responsibility for janitorial and medical waste disposal services;

3.11.2 Contractor may utilize all equipment and furnishings in the existing Health Center, but University shall retain ownership of non-disposable furnishings and equipment;

3.11.3 The contractor will not operate the facility when the University is closed due to break periods, emergencies or holidays except as expressly agreed to by the University.

3.12 ADDITIONAL SERVICES

Proposer should include a description of the optional desired/possible services below in their proposal for the University to consider as well as any other services the Proposer deems appropriate and beneficial for the University.

1. Urgent Care/Extended Hours
2. Emergency Services
  - Squad services/first responder
  - SANE Nurse
3. Pharmacy Services
  - Medical prescriptions
  - Psychotropic prescriptions
4. Services for faculty/staff
5. Athletic injury clinics for sport club participants

**University reserves the right to enter into contractual services for one or more of these categories through alternative procurement methods, if not incorporated into an awarded contract with a prospective proposer herein.**

- 3.13 Contractor will be expected to make best efforts to facilitate clinical/field experiences for undergraduate [RN] and graduate [DNP] students of the University who are enrolled in programs offered by the Nursing Education program of the University. Shepherd University students shall have priority for such field experiences over any clinical/field experiences of any non-Shepherd University student.

## SECTION 4 – REVIEW OF PROPOSALS

### 4.1 PROPOSER LIST AND QUALIFICATION EVALUATION

After the established date for receipt of proposals, a listing of Proposers submitting proposals will be prepared, and will be available for public inspection. Proposals will not be opened nor read publicly. Qualifications and proposals submitted by interested Proposers will be reviewed and evaluated based on the evaluation factors set forth in the RFP.

### 4.2 PROPOSAL CLASSIFICATION

For the purpose of conducting discussions with individual offerors, if required, proposals will initially be classified as:

- A. Acceptable
- B. Potentially Acceptable
- C. Unacceptable

Discussions may be conducted, if required, with any or all of the proposers whose proposals are found acceptable or potentially acceptable. Offerors whose proposals are unacceptable will be notified promptly. The Executive Director of Procurement Services will establish procedures and schedules for conducting oral and/or written discussions.

Proposers are advised the University may award a contract on the basis of initial offers received, without discussions; therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

### 4.3 VENDOR INVESTIGATION

The University will make such investigations, as it considers necessary to obtain full information on the vendors selected for discussions

### 4.4 FINAL OFFERS AND AWARD OF CONTRACT

Following any discussions with proposers regarding their technical proposals, alternative approaches or optional features, a number of the proposers may be requested to submit best and final offers. The committee will rank the final vendors for the project, giving due consideration to the established evaluation criteria. The committee will propose award to the proposal, which is found to be most advantageous to the University based on the factors set forth in the Request for Proposals.

## SECTION 5 – EVALUATION PROCESS /CRITERIA

### 5.1 EVALUATION PROCESS

Shepherd University will evaluate all acceptable proposals based on the criteria identified. Proposals will be rated using a weighted point scheme, and then ranked. The proposal receiving the highest ranking will be declared the most advantageous to the University.

### 5.2 EVALUATION CRITERIA

The evaluation criteria are listed below:

- |  |           |
|--|-----------|
| • Specific approach, plans and commitment for providing the described services.  | 25 Points |
| • Experience and qualification of offeror and their personnel to provide the range of services required.   | 20 Points |
| • Offeror's understanding of the unique health service needs of college students, their educational role on campus, and ability to effectively respond to these roles. | 15 Points |
| • Organization Response  | 10 Points |
| • Scope of Services to be included in the SHC annual financial package   | 25 Points |
| • References   | 5 Points  |

Total Points Possible: - 100

Proposals will be evaluated by a committee of Shepherd University staff. The evaluation will be performed within the higher education purchasing rules and regulations.

## SECTION 6 – GENERAL CONTRACTUAL TERMS AND CONDITIONS

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

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

ATTACHMENT A  
PROPOSAL RESPONSE CERTIFICATION  
SHEPHERD UNIVERSITY

\_\_\_\_\_  
DATE

The undersigned, as proposer, declares that he/she has read the Request for Proposals and the following proposal 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 RFP document.

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Title

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

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

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

\_\_\_\_\_  
Telephone

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

ATTACHMENT B

FIRM'S QUALIFICATIONS AND RELEVANT EXPERIENCE

ATTACHMENT C

PROPOSER'S ORGANIZATION CHART INCLUDING MANAGEMENT AND  
ADMINISTRATIVE SUPPORT

ATTACHMENT D

DESCRIPTION OF PROPOSED SERVICES AS IDENTIFIED IN SECTION 3

## ATTACHMENT E

### FINANCIAL STABILITY AND FINANCIAL RESPONSE INFORMATION

Fully define one or more models for delivery of limited services to students under a university-pay plan in which the University makes monthly installment payments. Modelling should be offered with recognition of the University's financial constraints and that its current operational budget for the Current Center is approximately \$160,000.

ATTACHMENT F

**NON-COLLUSION CERTIFICATE**

I HEREBY CERTIFY I am the \_\_\_\_\_  
 (Title) and the duly authorized representative of \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ whose address is \_\_\_\_\_  
 \_\_\_\_\_.

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

ATTACHMENT G  
REFERENCES

ATTACHMENT H

STATE OF WV VENDOR PREFERENCE CERTIFICATE

WV-10
Approved / Revised
09/15/17

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

- 1. Application is made for 2.5% vendor preference for the reason checked:
Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,
Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,
Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% vendor preference for the reason checked:
Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% vendor preference for the reason checked:
Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4. Application is made for 5% vendor preference for the reason checked:
Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:
Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:
Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.
Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_
Date: \_\_\_\_\_ Title: \_\_\_\_\_

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

ATTACHMENT I  
PURCHASING AFFIDAVIT

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

*Purchasing Affidavit (Revised 01/19/2018)*

## ATTACHMENT J

### DISCLOSURE OF INTERESTED PARTIES TO CONTRACTS

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 \$100,000 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.

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

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

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

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

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

*Revised October 7, 2017*

# ATTACHMENT K

## AGREEMENT ADDENDUM

WV-96  
Rev. 5/16

### 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.
5. **PAYMENT** – Any reference 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 LIMITATIONS** – 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 references to automatic renewal is hereby 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.
22. **DELIVERY** – All deliveries under the agreement will be FOB destination unless otherwise stated in the State's original solicitation. Any contrary delivery terms are hereby deleted.

ACCEPTED BY:  
**STATE OF WEST VIRGINIA**

Spending Unit: \_\_\_\_\_  
Signed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**VENDOR**

Company Name: \_\_\_\_\_  
Signed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_