



**SHEPHERD**  
UNIVERSITY

April 8, 2026

Shepherd University is soliciting bids to establish a multi-vendor contract for painting services.

Attached, please find the University's Request for Bid No. SUDL26-23. Please note that all responses are due no later than 3:00 PM local time on Wednesday, April 22, 2026 to:

Shepherd University Procurement Services  
301 North King Street  
L18A Ikenberry Hall  
PO Box 5000  
Shepherdstown WV 25443  
Attn: Debra Langford

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

Debra Langford  
Executive Director of Procurement

REQUEST FOR BIDS

FOR

PAINTING SERVICES

Issued by:

Shepherd University Procurement Services

April 2026

## SECTION 1-INSTRUCTIONS TO BIDDERS

### 1.1 SCOPE OF WORK

Shepherd University intends to establish a contract for a multi-vendor, open-end contract for painting services to be performed by a qualified contractor on an as-needed basis. The University will reserve the right to assign each project to one or more of the multiple accepted contractors, or alternatively to bid out any project independently.

### 1.2 BID SUBMISSION

Sealed bids shall be enclosed in a sealed envelope and shall be identified as a "Request for Bids" including the RFB number SUDL26-23 and the RFB opening time (3:00) and date (April 22, 2026). The vendor, by making a bid, represents that: (a) the vendor has read and understands the RFB terms and conditions, and the bid is made in accordance therewith; and (b) the bid is based upon the merchandise specified or an acceptable equivalent.

The envelope shall be addressed to Shepherd University Procurement Services, L18A Ikenberry Hall, PO Box 5000 Shepherdstown, WV 25443 and must be submitted on or before Wednesday, April 22, 2026 at 3:00 PM, local time.

Bids received after the time and date for the bid opening will be returned unopened. The vendor 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.

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

The bid price shall include everything for the vendor to provide and deliver the services requested by the University. All prices bid on the Bid Form shall include all freight and/ or delivery charges. In the event of a discrepancy between the unit price and the total price, the unit price will govern and the total price will be adjusted accordingly.

### 1.3 OFFER ACCEPTANCE PERIOD

Bid (offer) shall remain in effect for a minimum period of ninety (90) calendar days from the bid opening date unless otherwise indicated and is irrevocable.

### 1.4 BID COPIES

One original, signed and completed Request for Bids, and one (1) copy shall be submitted to the University.

### 1.5 REQUEST FOR BID SCHEDULE

April 8, 2026: Request for Bid is issued

April 22, 2026: Bid Due at 3:00 PM

Target Dates:

April 24, 2026: Evaluation Complete

May 1, 2026: Contract Effective

### 1.6 INQUIRIES

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

All questions and/or inquiries concerning this request shall be submitted in writing by close of business on Friday, April 17, 2026 to:

Shepherd University Procurement Services  
L18A Ikenberry Hall  
301 N King Street  
PO Box 5000  
Shepherdstown WV 25443  
Debra Langford, Executive Director  
[Dlangfor@shepherd.edu](mailto:Dlangfor@shepherd.edu)

Inquiries submitted after close of business on Friday, April 17, 2026 may be disregarded by the University at its discretion due to proximity to the opening date. Bidders should consider the Department of Procurement Services as the first and prime point of contact on all matters related to the procedures associated with this RFB. If additional information is needed from any source,

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

<https://www.shepherd.edu/procurement/current-bids>

Procurement Services can also be reached by:

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

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

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

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

#### 1.8 MODIFICATION OR WITHDRAWAL OF BID

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

#### 1.9 ERASURES AND INTERLINEATIONS

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

#### 1.10 REJECTION OF BIDS

The University expressly reserves the right to reject any or all bids, reissue a Request for Bids, and to waive informalities, or minor irregularities and discrepancies.

#### 1.11 ACKNOWLEDGMENT OF AMENDMENTS OF RFB

Receipt of an addendum to this RFB must be acknowledged by a bidder on the Bidder Response Certificate (Attachment A).

#### 1.12 VENDOR REGISTRATION

Prior to any award for purchases exceeding \$25,000 or being awarded an open-end contract, the successful proposer must be properly registered with the West Virginia Department of Administration, Purchasing Division, and have paid the required vendor registration fee. This requirement will be made until such time that a proposer is notified of the intent to award the contract. The vendor registration cost is currently \$125.00.

#### 1.13 NON-FUNDING

All service 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 available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.

#### 1.14 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.

#### 1.15 TAX EXEMPTION

The State of West Virginia, the Governing Board and its institutions are exempt from federal and state taxes and will not pay or reimburse such taxes.

#### 1.16 REJECTION OF BIDS

The University shall have the right to reject any and all bids, in whole or part; to reject a bid, which is in any way incomplete or irregular; or to reissue a Request for Bids.

#### 1.17 BID PRICE

The prices submitted in the bid shall include everything necessary for the completion of the contract including, but not limited to, purchase and delivery of merchandise and services.

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

#### 1.18 AWARD OF CONTRACT

The award shall be made by the University to the responsible vendor(s) whose bid will be most advantageous to the University with respect to price, conformance to the specifications, quality and other factors as evaluated by the University.

#### 1.19 AMOUNT OF WORK

The amount of work that the University will provide to the contractor is dependent upon the number of repairs and alterations that have been identified. The University will not be bound to ensure a specific number of jobs to any of the awarded contractors.

#### 1.20 EMERGENCY RESPONSE TIME

The vendor will be responsible for a twenty-four (24) turnaround and response time for emergency situations.

## 1.21 ESTIMATES

Shepherd University may request estimates for anticipated work. The estimates requested for will have a one-week turnaround timeframe. This will assist Shepherd University as to whether specific projects are feasible. The vendor will not bill for the time associated with contractor estimates.

## 1.22 PRICING AND INVOICING

The pricing being requested for this solicitation is for hourly rates. The hourly rates will be utilized for comparison purposes. However, when the contract is established, Shepherd University may request pricing for hours or request a "Not to Exceed Price" for different projects. When invoiced, the projects can be billed as hourly rates or as the "Not to Exceed Price." The "Not to Exceed Price" projects can be invoiced for partial or full payments.

All invoices should provide back-up documentation for the hourly rates in the form of a work order or job ticket. The vendor may also be responsible for presenting a copy of the materials invoice that the contractor paid for the materials to complete the job. The invoice will be presented to the Owner as documentation for payment approval for the project invoice. The copy of the invoice demonstrating the cost of the items will remain with the Owner for documentation purposes to ensure a State Audit Trail.

## 1.23 GENERAL LIABILITY INSURANCE

After the vendor(s) have been notified of contract award, the vendor will provide a Certificate of Liability Insurance naming Shepherd University as the Certificate Holder at the minimum limits established.

## 1.24 WORKERS TO BE ASSIGNED TO CAMPUS

Contractor will provide a listing of all contractor and subcontractor employees assigned to the services hereunder, including full name, address, telephone number, description of employment during two years preceding first assignment to Shepherd campus, and an express confirmation of a clean criminal records background check or approval by University following disclosure. No Contractor or subcontractor employee will be placed on University campus prior to completion of this requirement.

#### 1.25 DAMAGE TO UNIVERSITY PROPERTY

Contractor is liable for repair or replacement of any property damaged by contractor employee.

#### 1.26 PERFORMANCE OF WORK

Unless otherwise expressly designated by University, all work will be performed in a manner that avoids interruption of utility services, building access, or vehicle transit on the campus.

#### 1.27 CONDUCT OF WORKERS

Contractor will enforce rules and regulations governing the Contractor's and sub-contractor's employees' behavior and interaction while on University property including but not limited to no alcoholic beverages, no tobacco products, and no harassment or other disruption of University employees or students.

#### 1.28 WARRANTY

The Contractor warrants to the University that materials and equipment furnished under the Contract will be of good quality and new unless the University requires or permits otherwise in writing. The Contractor further warrants that the Work will conform to the requirements of the written orders of the University and will be free from defects, except for those inherent in the quality of the Work the project orders require or permit. Work, materials or equipment not conforming to these requirements may be considered defective.

#### 1.29 PLACEMENT OF ORDERS

Orders for work will be issued by a Purchase Order through the Department of Procurement Services or by a Work Order issued through Facilities Management. All aspects of the project will be reviewed and managed by designated individual from the Facilities Management Department or identified designee.

### 1.30 OTHER AGENCIES OFFERING

The Vendor agrees that the resulting contract may be extended for participation by any other West Virginia Higher Education Institution and Agencies where the use of the contract becomes advantageous to all involved parties.

## SECTION 2-INSTRUCTIONS FOR PREPARING BID

### 2.1 GENERAL

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in paragraph 2.2, RFB Response Outline. Paragraph 2.2 outlines the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the bid response.

### 2.2 RFB RESPONSE OUTLINE

- A. Response Sheet: The Bidder Response Certification, Attachment A, shall be attached to the front of the proposal and shall contain bidders certification of the submission. It shall be signed by an official who has full authority to enter into a contract.
- B. Price Submission: Section 3 will provide information regarding the Pricing requested for the electrical services. Please complete this section with the pricing information.
- C. Purchasing Affidavit: The Purchasing Affidavit, Attachment C, acknowledges that neither the responding vendor nor any related party owes a debt to the State of West Virginia.
- D. Drug Free Workplace Conformance Affidavit: The Drug Free Workplace Conformance Affidavit, Attachment D, acknowledges that the responding vendor maintains a written plan for a drug-free workplace policy and is in compliance with West Virginia Code §21-1D.
- E. West Virginia Contractor's License: A copy of the vendor's West Virginia Contractor's License must be submitted as a part of the bid document.
- F. The Vendor agrees that the resulting contract may be extended for participation by any or all West Virginia Higher Education Institutions and Agencies where the use of the contract becomes advantageous to all involved parties.
- G. Vendor Exceptions: Describe any exceptions to the terms and conditions contained within this document. Add comments about the project of concern to the vendor.

SECTION 3-BID FORM

3.1 SERVICES REQUESTED

The services requested include painting services. The work performed by each type of worker will be contingent on job and proper trade work/task assignment.

**Please be aware as per West Virginia Legislature House Bill 4005 that became effective May 4, 2016, the State of West Virginia and the Jefferson County Prevailing Wage Rates by or on behalf of public authorities engaged in construction of public improvements no longer apply.**

Please provide the total "all in" price per hour (unit price) for these services. The bid price shall include everything for the vendor to provide and deliver the services requested by the University. All prices on the Bid Form shall include all freight, delivery and transportation charges, profit made by the contractor, and overhead represented by the home office. The University will not pay for the use of materials that are standard goods or equipment that is used in the standard performance of the job.

The trade positions that are being solicited for painting services will include, but not be limited to the following listed below:

**Painter Lead**

\_\_\_\_\_ Hourly Rate

\_\_\_\_\_ Off (Overtime) Hours

- Assigns, supervises and works on painting related projects for campus buildings and equipment.
- Prepares, repairs, maintains and cleans surfaces for painting by using sandpaper, burners, sanding machines, scrapers, dusters, and chemical paint products, interior and exterior in conjunction with decorated or protected areas including furniture and equipment.
- Inspects the work site to determine methods of repair, the tools and supplies to make the repair, and the level of manpower needed to successfully complete the work.
- Assigns Journeyman(men) and Helper(s) to specific tasks and supervises these activities, assisting in layout, fabrication and assembly problems as required.
- Applies paints and related products.
- Applies a variety of coatings including paints, stains, varnished, etc. using several different types of applicators such as brushes, rollers, and spray equipment.
- Erects and disassembles portable scaffolding and ladders.
- Ensures brushes, containers, and related equipment are cleaned promptly and in good working order.

## Painter Journeyman

\_\_\_\_\_ Hourly Rate

\_\_\_\_\_ Off (Overtime) Hours

- Responsible for performing skilled and semi-skilled tasks in the maintenance and repair of finishes of exterior surfaces, interior walls, ceilings and floor surfaces in University buildings, facilities and equipment, including but is not limited to the following specific tasks:
  - Applying various types of paint, i.e., primers, sealers, oil, water, rubber, vinyl or cement based paints, preparing surfaces as necessary;
  - Preparing and finishing new or used shelving, laboratory or office furniture and equipment;
  - Preparing parking areas and streets for striping, operating applicable machinery;
  - Cleaning and installing vinyl, wallpaper, faux finish and other wall covering or finish products and treatments;
- Performs work according to manufacturer's specifications, Departmental guidelines, trade practices, blueprints, shop drawings and schematics.
- Inspects buildings, facilities and equipment to ascertain required repairs and makes recommendations to supervisor.
- Reports discrepancies or necessary follow-ups to supervisor.
- May be required to assist with maintaining files of specifications, blueprints, diagram generated from field investigation.
- Performs other duties as required.

## Paint Helper

\_\_\_\_\_ Hourly Rate

\_\_\_\_\_ Off (Overtime) Hours

- Performs simple routine tasks to assist the painter trades personnel in the preparation, maintenance, and repair of floors, walls, equipment and other items to be painted including one or a combination of the Painter Lead or Painter Journeyman.
- Performs general painting duties as instructed, such as:
- Furnishes workers with materials, tools, and supplies; cleans work areas, tools, and equipment; holds material or tools; stables ladders, etc.; picks up materials and supplies from warehouse; or performs similar unskilled manual tasks.
- Operates and uses various hand and power tools and equipment necessary to complete assignments. Maintains tools and equipment in good condition.
- Operates a motor vehicle in the performance of job duties. Picks up materials from local vendors within the work community.

Please provide the total "all in" price per hour (unit price) for these services. Please include the company's regular business hours with an appropriate contact telephone number. Also include an emergency repair telephone number, where an individual can be contacted after regular business hours and in emergency situations to provide services.

Regular Business Hours: \_\_\_\_\_

Overtime Business Hours: \_\_\_\_\_

Regular Business Hours Contact Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

Emergency Contact Information: \_\_\_\_\_

Emergency Telephone Number: \_\_\_\_\_

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

### 3.2 COST OF MATERIALS

Any materials and supplies that are charged to perform the services requested will be priced at vendor's cost plus \_\_\_\_\_% percentage. (Please provide the percentage that will be charged above vendor's invoiced price.) The University will not pay for the use of materials that are standard goods or equipment that is used in the standard performance of the job.

The vendor may be responsible for presenting a copy of the invoice where the materials were purchased by the vendor to complete the job. The invoice will be presented to the Owner as documentation for payment approval for the project invoice. The copy of the invoice demonstrating the cost of the items will remain with the Owner for documentation purposes to ensure a State Audit Trail.

### 3.3 EQUIPMENT COST

Supplier must provide an equipment list with associated unit cost per hour/day/week, etc.

Any other equipment not identified in the contract will be provided at \_\_\_\_\_ % above contractor cost.

Common and sundry trades tools, including but not limited to hand tools, customarily used in association with the services listed in Section 3.1 will not be eligible for any additional invoicing and will not be included in the contract. This is not for equipment that the contractor would purchase for everyday use on the job. Therefore, overhead and profit percentages do not apply to common tools and equipment.

### 3.4 SUBCONTRACTOR COST

Any subcontractor cost associated to perform the services requested will be priced at vendor's cost plus \_\_\_\_%. (Please provide the percentage that will be charged above vendor's invoiced price.) Subcontractors that the awarded contractor may be working with must first be approved by Shepherd University.

## SECTION 4-EVALUATION CRITERIA

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

The University reserves the right to drop from consideration:

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

In addition, the University will consider:

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

The University reserves the right to make calculations to allow comparisons.

## SECTION 5 - GENERAL CONTRACTUAL TERMS AND CONDITIONS

1. **ACCEPTANCE:** Seller shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Seller are objected to and are hereby rejected, unless otherwise provided for in writing by the Buyer and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the Governing Board having jurisdiction shall govern all rights and duties under the Contract; including, without limitation, the validity of this Purchase Order/Contract.
3. **ARBITRATION:** Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
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. V. 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.

**TERM OF CONTRACT:** This contract becomes effective on May 1, 2026 and extends for a period of one (1) year. The vendor may cancel this contract after the initial one (1) year term by giving the Executive Director of Purchasing thirty (30) days written notice.

**RENEWAL:** This contract may be renewed upon mutual written consent, submitted to the Executive Director of Procurement thirty (30) day prior to the date of expiration. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to four (4) successive one-(1) year periods. The contract can be continued until a new contract is in place or when the contracted vendor has started a project that must be completed after the expiration of the contract.

**OPEN MARKET CLAUSE:** The Executive Director of Purchasing may purchase in the open market, without the filing of a requisition or cost estimate, items specified on this contract for immediate delivery in emergencies due to unforeseen causes (including but not limited to delays in transportation or an unanticipated increase in the volume of work).

**WORKERS' COMPENSATION REQUIREMENTS:** The successful vendor shall also be in compliance with all rules and regulations of the State of West Virginia Workers' Compensation Fund and have all premiums paid and reports filed currently.

**PREFERRED TERMS:** The prices on this contract are firm for the initial one (1) year term of the contract. If this contract is renewed at the end of the initial one (1) year period, Procurement Services may accept or reject a proposed price increase for the succeeding terms.

ATTACHMENT A  
BID RESPONSE CERTIFICATION  
SHEPHERD UNIVERSITY

\_\_\_\_\_  
DATE

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

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

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

\_\_\_\_\_  
Title

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

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

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

\_\_\_\_\_  
Telephone

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

ATTACHMENT B  
PRICE SUBMISSION

ATTACHMENT C

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 01/10/2018)*

ATTACHMENT D

WV-73  
Approved / April 30, 2020



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

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 written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

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

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

STATE OF WEST VIRGINIA,

COUNTY OF \_\_\_\_\_, TO-WIT:

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

By Commission expires \_\_\_\_\_

(Seal)

\_\_\_\_\_  
(Notary Public)

Rev. July 7, 2017

ATTACHMENT E

INSERT CONTRACTOR'S LICENSE HERE

ATTACHMENT F

VENDOR AGREES THAT THE RESULTING CONTRACT MAY BE EXTENDED FOR PARTICIPATION BY ANY OR ALL WEST VIRGINIA HIGHER EDUCATION INSTITUTIONS AND AGENCIES WHERE THE USE OF THE CONTRACT BECOMES ADVANTAGEOUS TO ALL INVOLVED PARTIES. CONFIRMATION INDICATED ON THE ATTACHMENT

ATTACHMENT G  
VENDOR EXCEPTIONS