



SHEPHERD
UNIVERSITY

April 1, 2026

Shepherd University is soliciting bids to purchase computer projectors, screens, peripherals, audio-visual equipment, and installation services. This is being performed in order to establish standards for various routine installation and repair of instructional equipment. Installation services may include, but not be limited to, removal of equipment, installation of new equipment, installation of cabling, wire molding, and other installation services to support the educational mission for in-person as well as distance learning classes offered by the University.

Attached, please find the University's Request for Bid No. SUDL26-28. Please note that all responses are due no later than 4:00 PM local time on Thursday, April 16, 2026 to:

Shepherd University Procurement Services
L18A Ikenberry Hall
301 N King Street
PO Box 5000
Shepherdstown WV 25443

If you have any questions please email me those at dlangfor@shepherd.edu.
Thank you for your interest in Shepherd University.

Debra Langford
Executive Director of Procurement

REQUEST FOR BIDS

for

**COMPUTER PROJECTORS, SCREENS, PERIPHERALS,
AUDIO VISUAL EQUIPMENT, AND INSTALLATION SERVICES**

Issued by:

**Shepherd University
Department of Procurement Services**

April 2026

SECTION 1-INSTRUCTIONS TO PROPOSERS

1.1 SCOPE OF WORK

Shepherd University is soliciting bids to purchase computer projectors, screens, peripherals, audio-visual equipment, and installation services. This is being performed in order to establish standards for a variety of instructional equipment. Installation services may include, but not be limited to, removal of equipment, installation of new equipment, installation of cabling, wire molding, and other installation services to support the educational mission for in-person as well as distance learning classes offered by the University.

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 SUDL26-28, and the RFB opening time (3:00) and date (April 16, 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 if sending regular mail. If sending express mail, please address to Shepherd University Procurement Services, L18A Ikenberry Hall, 308 N Princess Street, Shepherdstown, WV 25443, (304) 876-5236. The bid must be submitted on or before May 1, 2025 at 4:00 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 proposals 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 the merchandise on the Bid Form including the equipment identified, installation of the equipment, and training on the equipment. 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 BID COPIES

Bidders must submit one (1) original, signed and completed, and one (1) copy of the bid. Failure to provide the correct number of copies may result in rejection of the offer. Bid must include all required information. One (1) complete electronic copy shall be provided on a USB drive. Electronic copies will not be accepted via email.

1.4 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.

1.5 REQUEST FOR BID SCHEDULE

April 1, 2026:	Request for Bid is issued
April 16, 2026:	Bid Due at 3:00 PM
April 20, 2026:	Evaluation Complete
May 1, 2026:	Contract Effective and Orders for Rooms to be Placed
As Scheduled with IT Services:	Installation of Equipment in Classrooms

1.6 CONTRACT AND TERM OF AGREEMENT

The success Bidder shall sign a contract that incorporates the terms of this RFB, the response to the RFB, and the negotiated and agreed upon terms between the Bidder and Shepherd University.

1.7 INQUIRIES

Communications with employees of Shepherd University or with other representatives of the State concerning this request by the proposer or on their behalf of the bidder, except as specified below would not be appropriate during the submission and selection processes. **Failure to comply with this requirement may disqualify a bidder.**

All inquiries concerning this request shall be submitted in writing to:

Shepherd University Procurement Services
L18A Ikenberry Hall
PO Box 5000
Shepherdstown, WV 25443
Attn: Debra Langford, Executive Director
Dlangfor@shepherd.edu

Vendors should consider 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 vendor and the various offices of the University to gather that information.

The Department of Procurement Services can also be reached by:

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

However, no substantive information will be provided to proposers verbally or on an individualized basis.

1.8 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 proposer may rely upon any such interpretation, correction or change.

1.9 MODIFICATION OR WITHDRAWAL OF BID

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

1.10 ERASURES AND INTERLINEATIONS

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

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). This RFB and all Addenda are posted on the University at the following URL:

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

1.12 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.

1.13 TAX EXEMPTION

Shepherd University and its Governing Board are exempt from federal and state taxes and will not pay or reimburse such taxes.

1.14 REJECTION OF BIDS

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

1.15 VENDOR REGISTRATION

Prior to any award for purchases exceeding \$25,000 or receiving an award for an open-end contract, the apparent successful proposer must be properly registered with the West Virginia Department of Administration, Purchasing Division, and have paid the required vendor registration fee. The vendor does not have to be registered when submitting the RFB response, but can be registered upon notification of intent to award the contract. The current vendor registration fee is \$125.

1.16 AWARD OF CONTRACT

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

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

1.17 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 bid, the top of each sheet of such information must be marked with the following legend:

"CONFIDENTIAL INFORMATION"

Failure to do so generally eliminates the Bidder's opportunity to assert that the document is exempt from disclosure.

All information submitted as part of the bid must be open to the 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 reasonably designated as confidential by the Proposer and, on the basis of that designation the University denies the request for information, the Bidder may be required to initiate or act as a third party in litigation, to itself defend against such disclosure.

1.18 BID PRICE

The prices submitted in the bid shall include everything necessary for the completion of the contracted services including, but not limited to, furnishing all materials and all management, supervision, labor and service, except as may be provided otherwise in the Bid. In the event of discrepancy between the unit prices and their extensions, the total price will be adjusted accordingly. In the event of discrepancy between the sum of the extended total prices, the Total Bid Price will be adjusted accordingly.

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 work and prices, which are significantly overstated for other work.

1.19 PAYMENTS

Payments for service will be made in arrears only upon receipt of a proper invoice, detailing the services provided. Any language imposing any interest or charges due to late payment is deleted.

1.20 OWNERSHIP OF ALL BID DOCUMENTATION

Ownership of all data, material and documentation originated and prepared for the University pursuant to the RFB shall belong exclusively to the University and may be subject to public inspection in accordance with the West Virginia Freedom of Information Act.

1.21 CONFLICT OF INTEREST

By signing the bid, the vendor affirms that it and its officers, members and employees have no actual or potential conflict of interest, beyond the conflicts disclosed in its bid. Vendor will not acquire any interest, direct or indirect, that would conflict or compromise in any manner or degree with the performance of its services under this contract. If any potential conflict is later discovered or if one arises, the vendor must disclose it to the University promptly.

A bid will not be considered for award, or may be disqualified, if the price in the bid was not arrived at independently, without collusion, consultation, communication or agreement as to any matter relating to such prices with any other offer, or with any competitor, or with any improper source of information.

1.22 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information which are designated confidential by the University and not otherwise subject to disclosure, and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor using the same level of care in preventing unauthorized disclosure or use of the confidential information that the Contractor takes to protect its own information of a similar nature, but in no event, less than reasonable care. The Contractor shall not be required under the provision of this clause to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

SECTION 2-INSTRUCTIONS FOR PREPARING BID

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 necessary documents (as listed in the following attachments) required 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 bidder's 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 bulk salt and other product prices. This information will be submitted as Attachment B in the bidder's response documentation.
- C. Purchasing Affidavit: The Purchasing Affidavit, Attachment C, shall be executed in order for vendor to submit a proposal. If the vendor is unable to confirm and notarize the statements in the Purchasing Affidavit, the vendor will not be eligible for the bid submission or award.
- D. Disclosure of Interested Parties to Contracts: 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. This form (Attachment D) must be submitted as part of the bid prior to any award being made to the bidder.
- E. Product Literature Regarding Product Being Offered: Bidder is responsible for providing descriptive literature information regarding product being offered in the bid for each item.
- F. Vendor Exceptions: Describe any exceptions to the terms and conditions contained within this document. Add comments about the project of concern to the vendor (Attachment F).
- G. Problem Resolutions: Please describe the actions that will be taken to resolve issues related to damaged material received, scheduling issues to ensure merchandise is received on timeline required, or other items that may arise (Attachment G).

SECTION 3-TECHNICAL SPECIFICATIONS

3.1 EQUIPMENT AND SERVICES REQUESTED

Shepherd University is soliciting bids to purchase computer projectors, screens, peripherals, audio-visual equipment, and installation services. This is being performed in order to establish standards for a variety of instructional equipment. Installation services may include, but not be limited to, removal of equipment, installation of new equipment, installation of cabling, wire molding, and other installation services to support the educational mission for in-person as well as distance learning classes offered by the University.

Shepherd University has various size classrooms and each area will be identified with the seating capacity. Equipment with different types of specification will be required due to the size, the purpose of the classroom, and the functionality of the class.

Shepherd University will be purchasing the classroom computer equipment for the classrooms in each situation. Shepherd University reserves the right to purchase equipment and have the awarded vendor install the Owner provided equipment. In any case, the awarded vendor will be responsible for installing the Owner provided equipment.

Examples of the different type of classrooms will be provided below. The equipment specifications and pricing will be identified following the classroom types. Pricing can be provided at a not to exceed amount for each type of classroom as identified below. There is also a table that provides equipment that will be requested to be purchased for the different type of classrooms. The number are low estimates only. If a brand other than what is specified is being offered, please provide descriptive literature of the equipment being offered. The equipment being offered as an alternate will need to meet or exceed the specification of the product identified in Section 3.5.

3.2 TYPICAL CLASSROOM

Most classrooms on campus support face-to-face instruction. These classrooms seat approximately 30 students and most classrooms fit this model. A typical classroom has the following:

1. Computer with a webcam. Shepherd University will provide this piece of equipment and installation services for this is what is needed.
2. A separate HDMI connection for instruction to bring his/her own device.
3. Projector and Screen.
4. Sound system appropriate to the room and usage.

5. Some room may require running HDMI cabling, additional Ethernet ports, speaker wiring, and other cabling.
6. Cable management and wire molding.
7. Cleanup (removal of old equipment and packaging)

Pricing for a Typical Classroom: \$ _____

3.3 HYFLEX CLASSROOM

Shepherd University plans to also install multiple HyFlex, distance education classroom. These rooms normally have the following equipment. A table following identifying equipment identified. Please propose the brands identified or equivalent. If proposing a different brand, please provide descriptive literature with any substitution offering.

1. Computer with a webcam. Shepherd University will provide this piece of equipment and installation services for this is what is needed.
2. A separate HDMI connection for instructors to bring their own device.
3. A projector and screen. Instructor should be able to display material to face-to-face students and to remote students.
4. Equipment should work with Zoom and/or Teams.
5. Sound system appropriate to the room and usage. Face-to-face and remote students should be able to hear the instructor and any materials played on the computer.
6. Classroom microphone/s to enable remote attendees and face-to-face students to hear both the instructor and classroom discussions.
7. Remote students should be able to share their screens to be displayed on the classroom display for the instructor and face-to-face students to view.
8. A camera capable of showing the instructor, the whiteboard, or the classroom, depending on need. Camera should be capable of zooming in and following the speaker.
9. A TV or display to allow the instructor to see the remote students. This should be separate from the instructional computer display.

10. Some rooms will require running HDMI cabling, additional Ethernet ports, speaker wiring, or other cabling.
11. Cable management and wire molding
12. Cleanup (removal of old equipment and packaging)

Pricing for a HyFlex Classroom: \$ _____

3.4 AUDITORIUMS AND LARGE SPACES

There are many auditoriums and large spaces on campus that require upgrade to the audio visual equipment contained in the space. Many of these spaces typically seat over 100 people and may require consultation services.

1. Computer with a webcam. Shepherd University will provide this piece of equipment and installation services for this is what is needed.
2. Projector(s) and screen(s) appropriate to the room size and brightness as well as appropriate lenses.
3. Additional displays as needed (additional projector and/or televisions)
4. Extron system, to include any required Extron programming, that is appropriate to the room usage.
5. Ability for instructor to teach via the in-room computer or connect a bring your own device (BYOD) device via HDMI
6. Support for additional inputs and outputs in the system, as needed.
7. PTZ camera for distance education and streaming. Controls to be integrated to Extron System.
8. Sound system appropriate to the room and usage
9. Microphones, to include podium, wireless, and ceiling
10. All cabling, including ethernet and HDMI
11. Cable management, wire molding
12. Clean-up and removal of old equipment, packaging, etc.

Pricing for an Auditorium and Large Spaces \$ _____

3.5 PRICING OF ITEMS TO BE INCLUDED IN THE BID

Item	Qty	Description	Unit Price	Extended Price
1	3	Extron SMP 352 Dual Recording and Streaming Processor with a 400 GB SSD GB SSD Part 60-1634-11		
2	3	Extron MPA 152 Plus Stereo Amplifier 15 Watts/Channel 60-844-03		
3	3	Extron Full Range Speaker 2' x 2' Drop-In Pair Ceiling Speakers 70/100V 42-141-03		
4	3	Extron MediaPort 300 4K HDMI and Audio to USB Scaling Bridge 60-1873-01		
5	3	Extron IPCP Pro 250 xi Control Processor 60-1911-01		
6	3	Extron TLP Pro 725T 7" Tabletop TouchLink Pro Touchpanel Black 60-1562-02		
7	3	Extron DXP 42 HD 4K Plus 4x2 4K/60 HDMI Matrix Switcher with 2 Audio Outputs 60-1678-01		
8	3	Extron SW2 USB Pro Switcher Two Input USB 10G Switcher 60-1833-01		
9	3	Extron DTP HDMI 4K 230 TX 230 feet (70 m) 60-1271-12		
10	3	Extron DTP 4K HDMI 230 Rx Receiver 230 feet (70 m) 60-1271-13		
11	3	Extron HDMI 4K/60 Tx - 230 feet (70 m) 60-1773-12		
12	3	Extron HDMI 4K/60 Rx - 230 feet (70 m) 60-1773-13		
13	3	D-Link DGS-1210 Series Smart Managed 10-Port Gigabit PoE Switch DGS-1210-10P		
14	3	Aver Ceiling Mount to hold CAM550, CAM570, VC550 Cameras COMVCMNT7		
15	3	Aver CAM520 Pro-3 PTZ Conferencing Camera COM520PR3		
16	3	Aver U50+ USB Flexarm Document Camera VISU50PLS		
17	3	Samsung 85 inch 4K UHD HDR Television BE85D-H		
18	3	Peerless AV Articulating Wall Mount for 39-90 inch Displays PA762		

19	3	Berk-Tek LANmark 6 FTP Category 6 Plenum F/UTP Cable, Yellow 1000 ft 10062608		
20	3	RJ-45 Connector, RJ-45, Shielded, 0.26 in um, 50 Pc. 100020		
21	18	3' Black Kramer Ultra Slim Flexible HDMI Cable C-HM/HM/PICO/BK-3		
22	12	10' Black Kramer Ultra Slim Flexible HDMI Cable C-HM/HM/PICO/BK-10		
23	6	Comprehensive Connectivity Company 10 Ft Pro AV/IT Specialist Series USB 3.0 (3.2 Gen 1) 5G USB-C to USB-C Cable USB3-CC-10SP		
24	6	3' Comprehensive Pro AV/IT Integrator Series USB-C Cable 3.2 Gen 2 Cable USB10G-CC-3PROBLK		
25	6	6' Comprehensive Pro AV/IT Intergrator Series TM USB-C Cable 3.2 Gen 2 Cable (6') USB10G-CC-6PROBLK		
26	3	West Penn 25294B Plenum Audio Cable 500' 16AWG 2-Conductor Stranded Shielded Cable, Flexible 25294BGY0500		
27	3	Epson PowerLite L260F 4600-Lumen Full HD Laser Projector (White) V11HA69020		
28	3	Extron Projector Drop Ceiling Mount with Adjustable Pole 70-656-23		
29	3	Extron Universal Projector Mounting Bracket (White) 70-902-03		
30	3	Draper Acumen E 123" 16:10 Matt White XT1000E Projector Screen w/LVC-IV 151104		
31	90	nVent Caddy Cablecat Small J-hook w/swivel beam clamp CA12BCB		
32	18	LH Dottie 12' piece of 12 guage grid wire for Support CWS12		
33	3	VELCRO® Brand ONE-WRAP® Cable Tie, 75 ft. L x 0.75 in. W, Black 18945		
34	3	Atlona Tabletop cable access enclosure with under-table cable management system AT-PKT-3H		
35	3	Shure QLXD14SM35-G50 Headworn Microphone System		
36	3	Shure Microflex MX400D Series Gooseneck Microphone		

Bids should include equipment, parts, and labor. Labor to install equipment should be priced as part of the equipment. Shepherd University may choose to

purchase some of its own equipment and use the vendor for installation and consulting, rather than purchase equipment through the vendor.

3.6 OTHER SERVICES

- A. Labor for Installation Services for other items not identified and outside the labor performed for installation of comprehensive equipment in the rooms. This is for labor identified in for other purposes as Identified by Shepherd University

\$ _____/per hour

- B. Installation of single-mode fiber with LC Type connectors

\$ _____/per hour

- C. Directional drilling and conduit installation

\$ _____/per hour

- D. WiFi Access Points Installation

Shepherd University will provide the WiFi access points. Bidder should include installation of access points (AP), pulling of new cable, replacement of ceiling tiles, and clean-up of area.

\$ _____/per hour

- E. Ethernet Cable Installation

Shepherd University will provide the Ethernet Cable and wall jacks. Bidder should include pricing for the installation of Ethernet Cable (Cat6A) and new wall jacks.

\$ _____/per hour

Additional duties may use the hourly rate or have a not to exceed amount on a per project basis rather than an hourly rate. Pricing above is being requested for comparison purposes.

3.7 ADDITIONAL INFORMATION

All bids should include representative pricing for the equipment and services identified above. Equipment and services listed above is intended to be a representative list, but not necessarily comprehensive. Shepherd University may include other items and/or services in specific installations at their discretion and would be included as part of the contracted equipment and/or services to the awarded vendor. Per Room Installation project will include the following tasks:

1. Installation of Windows or Mac computers. Shepherd University will provide the computer and ensure it is imaged and ready for installation.
2. Any programming services, i.e. Extron, to ensure that all software with the equipment is connected for use.
3. Speakers for regular classroom use and/or a higher quality speakers suitable for music education (ex. Bose or equivalent)
4. Camera suitable for distance education in a small- or medium-sized classroom (i.e. room seating up to 40 students), as well as for larger auditorium spaces.
5. Cable management, wire molding
6. Clean-up and removal of old equipment, packaging, etc.
7. Consulting services, to include in-person assessment of spaces and usage patterns, and recommendations for equipment and programming.
8. Projectors should be ceiling-mounted, taking into account both safety and cosmetic considerations. Ceiling tiles will be provided if replacements are needed
9. WiFi installation. Shepherd will provide our own APs for installation.
10. Clean-up – all packaging and trash should be removed. Old equipment should be gathered and placed in Shepherd's surplus or at a location identified by Shepherd University
11. Wire mold should be used instead of netting wherever possible
12. Time is of the essence, and delivery may be considered in making an award. Merchandise must be delivered within the timeframe indicated in the proposal.

3.8 Summer 2026 Installations

Bidder should indicate in response the ability to complete the following projects between May 2026 and early August 2026. Assume all need at minimum a computer, projector, and HDMI runs. Below are the rooms that currently are expected to be part of the summer upgrades, but these may be subject to change. Shepherd University has provided information to the best of our knowledge, but some areas will require evaluation by the awarded bidder.

- Butcher 219 – computer lab with 12 computers.
- CCA 102 – lab with 8 Macs with seating capacity of 28 as the classroom is an art classroom and computer lab combined
- CCA 113 – classroom (Mac) with seating capacity of 15
- CCA 114 – classroom (Mac) with seating capacity of 15
- CCA G03 – classroom (Mac) with seating capacity of 15
- EOB 117 – large auditorium. Needs projector, screen, sound, podium with seating capacity of 120
- Frank 126 – Lab with 12 Macs. Needs wiring runs from ceiling to computers with seating capacity of 15
- Frank 159 – Small performance area with 1 Mac with seating capacity of 100
- Knutti L10G – classroom (Windows) with seating capacity of 38
- Knutti 206 – classroom (Windows) with a seating capacity of 60 and this is a HyFlex Classroom
- Knutti 207 – small lab with 11 computers
- Lib 307 – lab with 24 computers
- Lib 256 – classroom with seating capacity of 10
- Reynolds performance area – Possibly Extron system, wiring, screen, and projector with a seating capacity of 197
- Snyder 226 – lab with 25 computers
- Storer Ballroom – Screen, projector, Extron system, wiring, sound with seating capacity of 72
- Stutzman Slonaker 308 – classroom (Windows) with a seating capacity of 24
- White Hall 104-classroom (Windows) with a seating capacity of 32 and this is a HyFlex Classroom
- Stutzman Slonaker 303-classroom (Windows) with a seating capacity of 38 and this is a HyFlex Classroom

SECTION 4-EVALUATION CRITERIA

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

The University reserves the right to drop from consideration:

- Those items that not all bidders submitted a bid;

- Those items that were not bid as specified.

In addition, the University will consider:

- The ability, capacity, and skill of bidder to perform the contract or provide the services required;

- The character, integrity, reputation, judgment, experience, and efficiency of the bidder.

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

SECTION 5 - GENERAL CONTRACTUAL TERMS AND CONDITIONS

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

DATE

The undersigned, as proposer, declares that he/she has read the Request for Bid 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 RFB document.

Name of Proposer

Signature of Proposer

Title

Firm Name

Street Address

City, State, Zip

Telephone

Email Address

ATTACHMENT B
PRICE SUBMISSION

ATTACHMENT C
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-3-1Ca, 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 by reason 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 firm 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 6/19/2018)

ATTACHMENT D

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 \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

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

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

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

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

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

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

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

Revised June 8, 2018

ATTACHMENT E
DESCRIPTIVE LITERATURE

ATTACHMENT F
REFERENCES

ATTACHMENT G
IMPLEMENTATION PLAN

ATTACHMENT H
VENDOR EXCEPTIONS

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 01/18/2018)

ATTACHMENT J
PROBLEM RESOLUTION