



Forms and Documentation

2021 Agency Purchasing Conference

Objectives

- ▶ Discuss commonly used purchasing forms
- ▶ Discuss the Code and Rule that they are derived from
- ▶ Discuss how, when and why we use them
- ▶ Some of the forms to be discussed include the following:
 - ▶ Purchasing Affidavit
 - ▶ Terms and Conditions
 - ▶ Revised Agreement Addendum (WV-96)
 - ▶ Drug Free Workplace Affidavit and Cover Sheet
 - ▶ Direct Award (WV-65 and WV-65A)
 - ▶ Multiple Award Determination (WV-70)

Forms

- ▶ All Purchasing forms can be found at the Purchasing Division's website under "Agency Resource Center" or by simply clicking "Forms" on the left-hand navigation bar of the main page at WVPurchasing.gov.





Vendor
Resource Center

Agency
Resource Center

Emergency
Purchasing Procedures

State Debarment


Contact Us

- News
- Vendor Registration
- Bid Information
- Transparency
- Procedures
- Contracts
- Training
- Programs
- Forms
- Local Government Outreach
- Site Map
- Resources



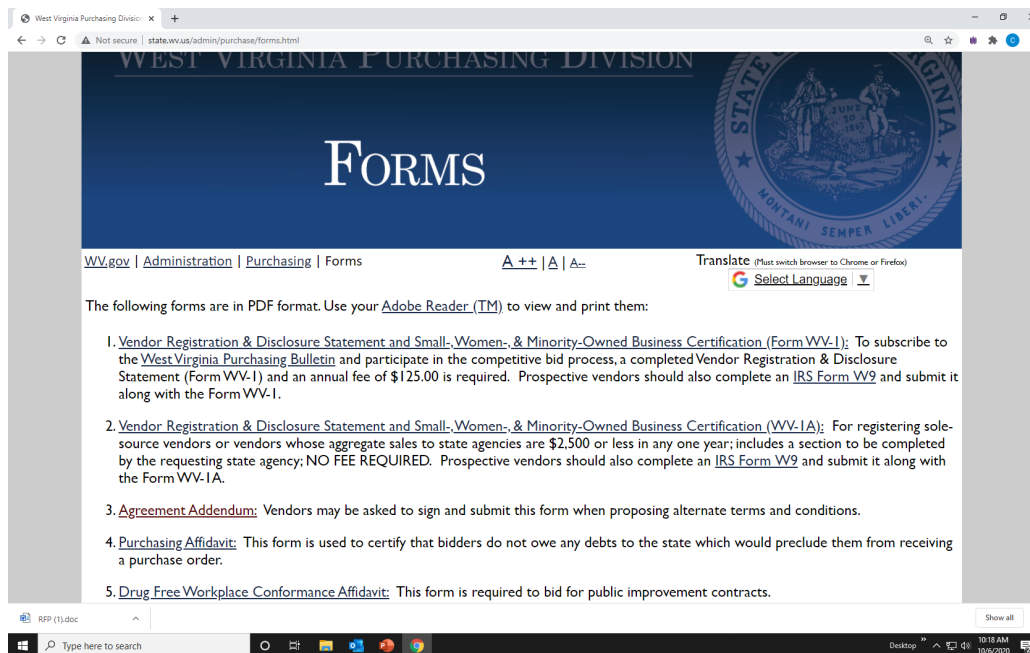
Forms

- ▶ This is the screen you will see if you click the Agency Resource Center tab


- 
1. Forms: Here you will find a collection of our most commonly used forms, including the Vendor Registration and Disclosure Statement (Form WV-1).
 2. Annual Report: A detailed summary of the West Virginia Purchasing Division's highlights, program accomplishments, financial statistics, recognition awards and legislative changes for each fiscal year.
 3. Emergency Purchasing Procedures: The conditions and situations which allow for emergency purchases and the proper procedures for them.
 4. Purchasing Training Center: Resources and education materials relating to the state purchasing process prepared for state procurement officials.
 5. Purchasing Division Procedures Handbook

Forms

- After you click on “Forms”, search all Purchasing forms by hitting Control F and typing in the name of the form



Terms and Conditions



West Virginia Purchasing Division

Not secure | state.wv.us/admin/purchase/forms.html

25. Direct Award Request for Consideration (WV-65): In accordance with West Virginia Code §5A-3-10c, prior to direct award, a state agency requesting the direct award procurement shall provide to the Purchasing Division written documentation with this information.
26. Expression of Interest Standard Format: Expression of Interest Standard Format; refer to Appendix I in the Procedures Handbook.
27. Insurance Guidance Document for Purchasing: West Virginia Board of Risk and Insurance Management provides guidance on insurance requirement to agency purchasers; refer to Appendix G in the Procedures Handbook.
28. Liability Risk Assessment Template (WV-114): The Constitution of the State of West Virginia prohibits state agencies from taking on debt as well as extending the state's credit to third parties. This risk assessment is intended to assist state agencies in determining whether a vendor's proposed liability limit complies with that mandate.
29. Multiple Award Determination (WV-70): Agencies are required to complete this form at the time of requisition in order to determine that ~~an award to multiple vendors is in the best interest of the state.~~
30. Purchasing Master Terms and Conditions: Purchasing Master Terms and Conditions
31. Release Order (Form WV-39): Form number WV-39 is to be used for orders against most statewide (central master agreements) and open end contracts processed by the Purchasing Division or at the agency level. Refer to the ordering procedure in the contract for more specific instructions. Note: Agencies should be processing agency or central delivery orders (ADO/CDO) if using wvOASIS rather than this form.
32. Request for Hospitality Service Form TMO 3: A Request for Hospitality Form TMO 3.0 must accompany the invoice regardless of the amount. Purchasing Division does not need to approve TMO.3.
33. RFP Agency Approval Request (WV-110): RFP Agency Approval Request (WV-110)
34. RFP Evaluation Committee Designation Form (WV-111): RFP Evaluation Committee Designation Form (WV-111)

Type here to search

Desktop 10:25 AM 10/6/2020

Terms and Conditions

- ▶ When submitting a centralized request to the Purchasing Division, the agency must include the Purchasing Master Terms and Conditions with their request.
- ▶ The following are areas of the Terms and Conditions that should be filled out prior to submitting the request to the Purchasing Division.



Terms and Conditions

- ▶ Section 3 of the INSTRUCTIONS TO VENDORS
SUBMITTING BIDS:

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

☐ A pre-bid meeting will not be held prior to bid opening

☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

Terms and Conditions

- ▶ Section 10 of the INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

[] This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

Terms and Conditions

► Section 3 of the GENERAL TERMS AND CONDITIONS

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ Term Contract

☐ Alternate Renewal Term

☐ Fixed Period Contract

☐ Fixed Period Contract with Renewals

☐ One Time Purchase

☐ Other: See attached.

Terms and Conditions

► Section 5 of the GENERAL TERMS AND CONDITIONS

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ Open End Contract

☐ Service

☐ Combined Service and Goods

☐ One Time Purchase

Terms and Conditions

► Section 7 of the GENERAL TERMS AND CONDITIONS

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- ☐ Bid Bond (Construction Only)
- ☐ Performance Bond
- ☐ Labor/Material Payment Bond
- ☐ Maintenance Bond
- ☐ License(s) / Certifications / Permits

Terms and Conditions

► Section 8 of the GENERAL TERMS AND CONDITIONS

8. INSURANCE:

- ☐ Commercial General Liability Insurance
- ☐ Automobile Liability Insurance
- ☐ Professional/Malpractice/Errors and Omission Insurance
- ☐ Commercial Crime and Third Party Fidelity Insurance
- ☐ Cyber Liability Insurance
- ☐ Builders Risk Insurance
- ☐ Pollution Insurance
- ☐ Aircraft Liability

Terms and Conditions

► Section 11 of the GENERAL TERMS AND CONDITIONS

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

[] _____

for _____

[] Liquidated Damages Contained in the Specifications

Additional Terms and Conditions (Construction Contracts Only)

- ▶ Section 7 of the ADDITIONAL TERMS AND CONDITIONS
(Construction Contracts Only)

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- ☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to , Vendors are required to pay applicable Davis-Bacon wage rates.
- ☐ The work performed under this contract is not subject to Davis-Bacon wage rates.

After completing the Master Terms and Conditions, the Agency will attach to the Header of the request prior to submitting to the Purchasing Division for review.

Attaching Terms and Conditions



- ▶ For Agency Delegated solicitations, the agency will ATTACH the AGENCY DELEGATED TERMS AND CONDITIONS to the ARFQ before publishing by clicking “Terms and Conditions” on the left navigation bar.

Attaching Terms and Conditions

Choose

[Browse](#) [Clear](#)

Terms and Conditions: Name:

Attachments Group ID: Attachments:

Attachment File Name:

	Terms and Conditions	Name	Attachments Group ID	Attachments	Attachment File Name
Select	A1	Agency Terms and Conditions	ADV135242726	1	AGENCY_TERMS_AND_CONDITIONS.XML
Select	A2	Agency A&E Additional T & C	ADV100009105	1	AGENCY_A&E_ADDITIONAL_TERMS_AND_CONDITIONS.XML
Select	A3	Agency Const. Additional T&C	ADV100009106	1	AGENCY_CONSTRUCTION_CONTRACTS_ADDITIONAL_T_AND_C.XML
Select	ATTACH	T & C Attached	ADV100352319	1	ATTACHED_ADDITIONAL_T_AND_C.XML
Select	BLANK	Revised Blank	ADV100505475	1	REVISED-BLANK.XML
Select	C1	Central Terms and Conditions	ADV100009107	1	CENTRAL_TERMS_AND_CONDITIONS.XML
Select	C2	Central A&E Additional T & C	ADV100009108	1	CENTRAL_A&E_ADDITIONAL_TERMS_AND_CONDITIONS.XML
Select	C3	Central Constr Additional	ADV100009109	1	CENTRAL_CONSTRUCTION_CONTRACTS_ADDITIONAL_T_AND_C.XML
Select	CONV	Conversion Default		0	

[Cancel](#) [First](#) [Prev](#) [Next](#) [Last](#)

Attaching Terms and Conditions

Centralized Request for Quote (CRF) | Dept: 0216 | ID: R1150000001 | Ver: 2 | Function: Modification | Phase: Draft

Document Navigator


- Header
- Schedule of Events
- Terms and Conditions**
- Commodity Group
- Commodity
- Commodity T & C
- Evaluation Criteria Group
- Evaluation Criteria Line
- Vendor List
- Free Form Vendor
- Vendor Rotation
- Commodity E-mail Push
- Publishing
- Supporting Documents

Terms and Conditions 1 | T & C: ATTACH | Name: T & C Attached

	Section	T & C	Name	In
1	4	ATTACH	T & C Attached	by full text

From 1 to 1 Total: 1

First Previous Next Last

T & C: ATTACH 

Name: T & C Attached

Section: 4

Sequence:

Inc By: by full text ▼

T&C Attachment File Name: ATTACHED_ADDITIONAL_T_AND_C.XML

Details:

Inactive Line: ☐

Purchasing Affidavit

- ▶ W. Va. Code § 5A-3-10
- ▶ W. Va. Code § 5-22-1(i)
- ▶ Used to certify that bidders do not owe any debts to the state
- ▶ Code sections above prohibit an award to any vendor who owes a debt to the state
- ▶ Required for all purchases



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)

Revised Agreement Addendum (WV-96)

- ▶ Must be obtained from the vendor anytime the vendor proposes alternate terms and conditions
 - ▶ Agreement Addendum (WV-96) used for all purchases
- ▶ Serves as the last form to override all other terms and conditions
- ▶ Must be signed by the vendor first, followed by the agency
- ▶ Must be retained as part of the final contract/agreement

Revised Agreement Addendum (WV-96)

- ▶ Recent changes merged the previous WV-96 and WV-96A into a single form
- ▶ Added space to identify the contract and various contracting parties at the top
- ▶ Added order of precedence language
- ▶ Increased the form font to make it more legible
- ▶ Made minor modifications to the actual terms
- ▶ The goal of these changes was to provide better protection for the state

Revised Agreement Addendum (WV-96)

STATE OF WEST VIRGINIA ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS

State Agency, Board, or Commission (the "State"):

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service:

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.

2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.

8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.

10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.

11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

WV-96
1/1/2019

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.

13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.

14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.

15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.

16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.

17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.

18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-6-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.

20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *italics* to identify language being added and ~~strike through~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: _____

Vendor: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Drug Free Workplace Affidavit

- ▶ W.Va. Code § 21-1D
 - ▶ Required to bid on construction contracts
 - ▶ If the affidavit is not submitted with the bid, the agency or the Purchasing Division should request that the low bidder and second low bidder provide the affidavit within one business day of the request
 - ▶ Failure to submit the affidavit within one business day of receiving the request may result in disqualification of the bid
 - ▶ Vendors should complete the Drug Free Workplace Report Coversheet and submit no less than once a year or upon completion of the project W.Va. Code § 21-1D-7b

DIRECT AWARD

Request for Consideration (WV-65)

- ▶ W.Va. Code: § 5A-3-10c
- ▶ Code of State Rules § 148-1-7.5
 - ▶ Replaced the Sole Source Consideration form and the Sole Source Determination form
 - ▶ Relaxes the standard to a more reasonable level
 - ▶ From: Only vendor/solution in the world that can perform
 - ▶ To: Only reasonable/viable solution to meet the need
 - ▶ Must advertise a minimum of 10 business days
 - ▶ Not a free pass to buy what you want without following proper bidding processes

DIRECT AWARD

4. Other Information Required for Direct Award Posting:

A. A time-period by which delivery must be made or performance must occur:

B. The price that will be paid for the commodity or service (include vendor quote):

C. Any limitations that a competing vendor would need to satisfy:

Agency Procurement Officer Signature

Date:

For Purchasing Division's Use Only

- ☐ Request to Advertise Direct Award Denied
☐ Request to Advertise Direct Award Approved

Purchasing Director / Designee Signature

Date:

DIRECT AWARD

Request for Consideration (Agency Delegated) (WV-65A)

- ▶ WV-65A mirrors requirements of WV-65. However, procurement officer signs off instead of Purchasing Director
- ▶ Still referred to as Sole Source in wvOASIS, not Direct Award



DIRECT AWARD

Request for Consideration (Agency Delegated) (WV-65A)

4. Other Information Required for Direct Award Posting:

A. A time-period by which delivery must be made or performance must occur:

B. The price that will be paid for the commodity or service (include vendor quote):

C. Any limitations that a competing vendor would need to satisfy:

Agency Procurement Officer Signature _____ Date: _____

For Procurement Officer Use Only

☐ Request to Advertise Direct Award Denied

☐ Request to Advertise Direct Award Approved

Agency Procurement Officer _____ Date: _____

Multiple Award Determination (WV-70)

- ▶ W.Va. Code: § 5A-3-11c
- ▶ W.Va. Code of State Rule: §148-1-7.9
- ▶ This form is used to request Purchasing Division's prior approval to award the contract to multiple vendors.
- ▶ Basis for award must be included in the specifications
 - ▶ Example:
 - ▶ Region
 - ▶ Location
 - ▶ Type
- ▶ Form should be submitted with specifications prior to submission of the requisition to the Purchasing Division

Section 9 Applicability Opinion Request Form (WV-68)

- ▶ W.Va. Code: § 5A-3-10
- ▶ Rule §148-1-4
- ▶ This form is to be submitted to the Purchasing Division when the applicability of a Section 9 item is questionable or unclear.

Non-Conflict of Interest FORM

- ▶ The Purchasing Division requires all evaluators of solicitations to sign
- ▶ Requires evaluators to attest that they have not had or will not have contact relating to the solicitation with any participating vendor between the time of the bid opening and the award without prior approval of the Purchasing Division

Non-Conflict of Interest Form

NON-CONFLICT OF INTEREST FORM Completion Instructions

The Purchasing Division requires all evaluators of solicitations, despite the type of transaction, to sign a **Certification of Non-Conflict of Interest**, in accordance with the **West Virginia Code** §5A-3-31. The Purchasing Division also requires that the agency procurement officer sign this certification. By signing this certification, the evaluator(s), advisor(s) and the agency procurement officer attest that: (1) his or her service on the evaluation committee is not in violation of **West Virginia Code** § 5A-3-31, § 6B-2-5, or any other relevant code section; (2) his or her service on the evaluation committee does not create a conflict of interest with any of the participating vendors; and (3) he or she has not had or will not have contact relating to the solicitation identified herein with any participating vendors between the time of the bid opening and the award recommendation without prior approval of the Purchasing Division. Agency procurement officers should discuss the non-conflict of interest issue with potential committee members to ensure that individuals who may have a conflict are not chosen to participate as evaluation committee members.

Please note that this requirement applies to all transaction types.

This certification must be submitted at the following time frames:

- **Requests for Proposals (RFP) / Expressions of Interests (EOI):** Agencies must submit this certification prior to beginning the evaluation of an RFP or EOI.
- **Requests for Quotations and All Other Transaction Types:** The evaluator(s) must sign the Certification of Non-Conflict of Interest and submit it, along with the recommendation for award, to the Purchasing Division.

This certification applies to all transactions processed through the Purchasing Division. In addition, it is required for agency delegated purchases exceeding \$2,500. Agencies may adopt this policy at their discretion for purchases of \$2,500 or less.

If you have any questions, please feel free to contact your agency procurement officer or your assigned buyer within the Purchasing Division. Thank you for your cooperation in this matter.

STATE OF WEST VIRGINIA Purchasing Division

CERTIFICATION OF NON-CONFLICT OF INTEREST

West Virginia Code § 5A-3-31: "It shall be unlawful for any person to corruptly combine, collude or conspire with one or more other persons with respect to the purchasing or supplying of commodities or printing to the state under the provisions of this article if the purpose or effect of such combination, collusion or conspiracy is either to (1) lessen competition among prospective vendors, or (2) cause the state to pay a higher price for such commodities or printing than would be or would have been paid in the absence of such combination, collusion or conspiracy, or (3) cause one prospective vendor or vendors to be preferred over one or more other prospective vendor or vendors. Any person who violates any provision of this section shall be guilty of a felony, and, upon conviction thereof, shall be confined in the penitentiary not less than one nor more than five years, and be fined not exceeding five thousand dollars."

West Virginia Code § 6B-2-5(b)(1): "A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person."

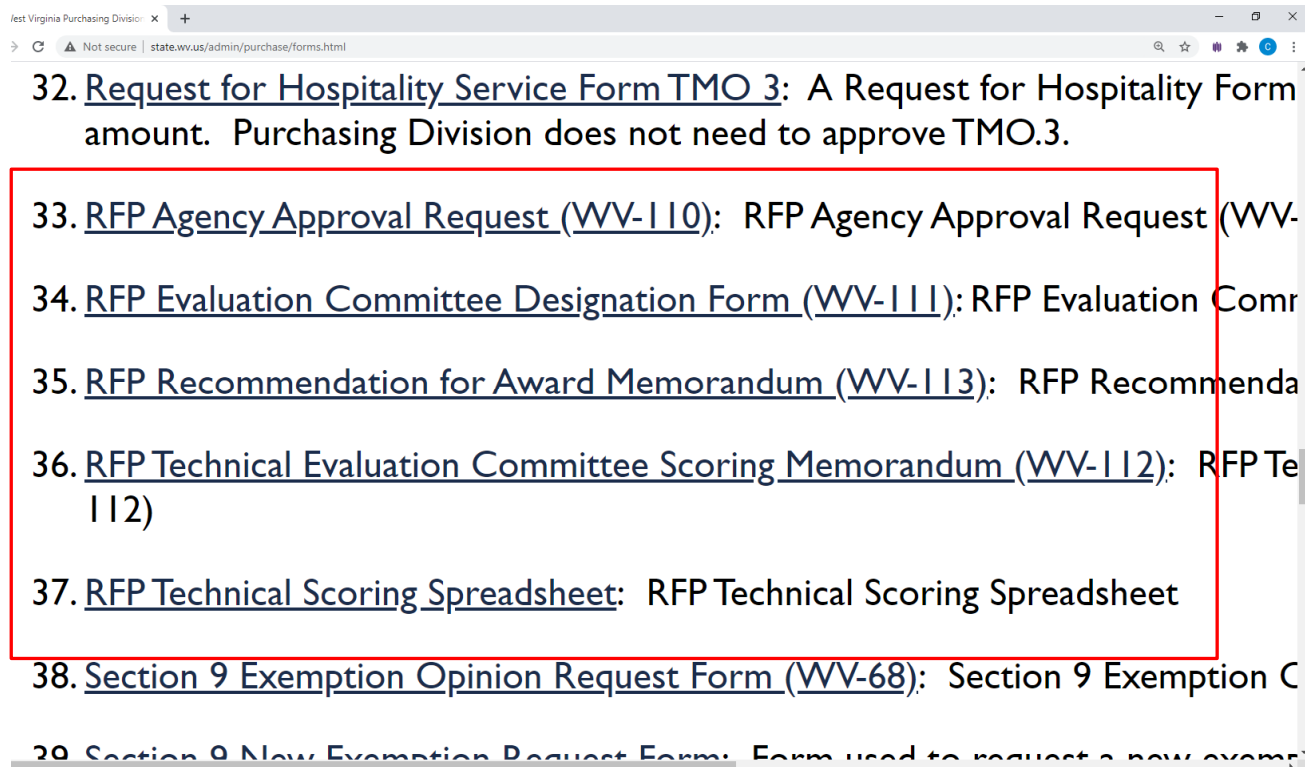
West Virginia Code § 6B-2-5(d)(1): "[N]o elected or appointed public official or public employee or member of his or her immediate family or business with which he or she is associated may be a party to or have an interest in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control"

The individual(s) listed below have been charged to evaluate or serve as members or advisors of an evaluation committee for the solicitation as specified []

By signing this form, each individual acknowledges that: (1) his or her service on the evaluation committee is not in violation of West Virginia Code § 5A-3-31, § 6B-2-5, or any other relevant code section; (2) his or her service on the evaluation committee does not create a conflict of interest with any of the participating vendors; and (3) he or she has not had or will not have contact relating to the solicitation identified above with any participating vendors between the time of the bid opening and the award recommendation without prior approval of the Purchasing Division.

Name/Title	Agency	Signature	Date

New Forms for the RFP Process

- 
- West Virginia Purchasing Division
- Not secure | state.wv.us/admin/purchase/forms.html
- 32. [Request for Hospitality Service Form TMO 3](#): A Request for Hospitality Form amount. Purchasing Division does not need to approve TMO.3.
 - 33. [RFP Agency Approval Request \(WV-110\)](#): RFP Agency Approval Request (WV-
 - 34. [RFP Evaluation Committee Designation Form \(WV-111\)](#): RFP Evaluation Comr
 - 35. [RFP Recommendation for Award Memorandum \(WV-113\)](#): RFP Recommenda
 - 36. [RFP Technical Evaluation Committee Scoring Memorandum \(WV-112\)](#): RFP Te
112)
 - 37. [RFP Technical Scoring Spreadsheet](#): RFP Technical Scoring Spreadsheet
 - 38. [Section 9 Exemption Opinion Request Form \(WV-68\)](#): Section 9 Exemption C
 - 39. [Section 9 New Exemption Request Form](#): Form used to request a new exemp

Standard Format Templates

- ▶ 12 templates maintained on Purchasing Division's website

Standard Format Templates

[Catalog Discount RFQ Standard Format](#)

[Construction Specifications Standard Format](#)

[Construction Specifications without AIA Documents Standard Format](#)

[Elevator Maintenance Standard Format](#)

[Expression of Interest Standard Format](#)

[HVAC Maintenance Standard Format](#)

[One-Time Purchase RFQ Standard Format](#)

[Open-End RFQ Standard Format](#)

[RFP Standard Format](#): Standardized language for the Request for Proposal method of purchasing; refer to Appendix H in the Procedures Handbook.

[Services RFQ Standard Format](#)

[Software Maintenance and Support Specification Standard Format](#)

[Standardization \(RFI\) \(Standard Format\)](#): Standardized language for the standardization method of Purchasing; refer to Appendix J in the Procedures Handbook.

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