

BLUE RIDGE COMMUNITY & TECHNICAL COLLEGE

VENDOR AGREEMENT FORM WV-48 INSTRUCTIONS **General Information about the WV-48 Vendor Agreement Form**

The WV-48 Vendor Agreement form is designed to be used as a multi-purpose agreement form for services of a simple nature as well as for vendors who will be set-up in WVOasis as individuals. The WV-48 file is available at the following location: N:Drive>Forms>Procurement>WV-48 Blank- Updated

To ensure timely payment to the Vendor, the process should begin at least three (3) weeks prior to the first date of service.

THE AGREEMENT SHOULD BE SIGNED BY ALL PARTIES BEFORE THE FIRST DATE OF SERVICE.

Before you can create a WV-48 form, you must verify that the Vendor is on file with the state of West Virginia. If you are unsure, you can put in a request to BRCTC's Purchasing Agent to complete an inquiry for you. Payment cannot be made to the Vendor if they are not on file or on file with incorrect information. The Vendor must submit an original W9 form to the Blue Ridge CTC Purchasing Agent under any of the following circumstances:

- The Vendor's information is not on file in WVOasis.
- The Vendor's Name, Address, Business Designation and/or Tax Identification # (FEIN/SSN) is on file, but any of the above is not correct.
- The Vendor Status is other than a "Y".

The W9 form is available from the IRS at the following link: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

If the Vendor is performing a Service on *any* of the BRCTC campuses, you will also need to ensure that the Vendor has a current Certificate of Liability (COL) on file with the Purchasing Department. If you are unsure if a COL exists or if you need to obtain a COL, you can put in a request to BRCTC's Purchasing Agent. In addition, a Requisition is required for all services. Payment cannot be made to the Vendor if they do not have a current Requisition and COL on file and are performing a service.

The WV-48 file also contains BRCTC's Standard Terms and Conditions and an Invoice Template. It is the Vendor's responsibility to submit an invoice for payment, however it is necessary at times for BRCTC to create an invoice for the Vendor. Please use the Invoice Template within the WV-48 file to create an invoice for those Vendor's who are unable to provide an Invoice.

PLEASE NOTE: Any anticipated travel must be incorporated into the vendor's fee. No travel will be reimbursed by the State and is the sole responsibility of the vendor.

For approval, print the completed WV-48 with BRCTC's General Terms and Conditions. Please ensure that all fields have been filled-in. Obtain the Vendor's Signature and the date of signature. Obtain the Chief Financial Officer's (CFO's) signature and the date of signature. Forward the signed agreement to the BRCTC Purchasing Agent.

Note: Do not submit a WV-96 form in addition to a WV-48. The WV-96 form is used for complex services and in addition to a Vendor's agreement/contract or Memorandum of Understanding (MOU) instead of using a WV-48.

State of West Virginia
Purchasing Division

AGENCY DELEGATED AGREEMENT

Requisition # _____ wvOASIS Vendor/ Customer # _____

I, _____,

at _____

(Vendor Mailing Address)

agree to perform the following services for Blue Ridge Community & Technical College at

(Agency)

13650 Apple Harvest Drive, Martinsburg, WV 25403.

(Location)

(Description of Services)

Date(s) of Service: from _____ to _____.

The rate of pay shall be _____ per _____ not to exceed
\$ _____ for the entire term of the contract.

NOTE: Any anticipated travel must be incorporated into the vendor's fee. No travel will be reimbursed by the State and is the sole responsibility of the vendor. The following certification must be completed and signed if the vendor is a full-time employee of the State of West Virginia.

Please check the appropriate box below:

- ☐ I am not currently a full-time employee of the State of West Virginia;
☐ I am currently a full-time employee of the State of West Virginia (complete certification below).

It is hereby certified that the services to be performed under this agreement will not interfere with or detract from the full-time duties of the employee and the amount of annual compensation received by _____ (above named vendor) from the State of West Virginia for full-time employment during the current fiscal year will be \$ _____. The vendor serves as _____ with the title of _____, certified by

(Position)

(Supervisor's Signature)

Do you have any relatives currently employed with Blue Ridge CTC? ☐ Yes ☐ No

If **yes**, please provide employee's name and relationship: _____

GENERAL TERMS AND CONDITIONS: See next page for Blue Ridge CTC's General Terms and Conditions for Blue Ridge CTC. ("Terms and Conditions") are hereby made a part of this agreement and are specifically incorporated herein by reference. By signing this agreement, Vendor certifies that it has reviewed the Terms and Conditions, fully understands them, and agrees to be bound by their provisions.

APPROVED BY:

Agency

Vendor

(Authorized Signature of Agency-CFO)

(Signature of Vendor)

(Title)

(Title)

(Date)

(Date)

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the **Legislative Rules** of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts 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.
4. **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 WV Division of Labor.
5. **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.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **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; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **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**.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.

Rev. 8/09/10

INVOICE FOR SERVICES				
BILLED TO:		Blue Ridge Community & Technical College		
		Choose an item.		
		Choose an item.		
REMIT PAYMENT TO				
VENDOR'S NAME:				
VENDOR'S ADDRESS:				
VENDOR'S PHONE #				
VENDOR'S FAX/EMAIL (OPTIONAL)				
DESCRIPTION OF SERVICES				
PERIOD OF SERVICE BILLED:	FROM:		TO:	
Description on Service				
INVOICE TOTAL:				
DEPARTMENTAL CODING				
FUND		ORG		ACCT

I CERTIFY THAT THE SERVICES DESCRIBED HEREIN HAVE BEEN COMPLETED AND THAT THE ABOVE IS JUST, DUE, AND OWING.			
DATE:		VENDOR'S SIGNATURE	