Request for Bids	**Marshall University** **Office of Purchasing** **One John Marshall Drive** **Huntington, WV 25755-4100** **Direct all inquiries regarding this order to: (304) 696-2823**	**Bid#** **MU17CEILINGTILE**

Vendor: **FEIN/SSN:**	**Phone:** **Fax:**	**For information call:** **Purchasing Contact:** Jill Burcham **Phone:** (304) 696-2823 burcham@marshall.edu and purchasing@marshall.edu

Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED ON THIS FORM IN ORIGINAL AND (1) COPY, SIGNED IN FULL IN INK, AND RECEIVED IN THE OFFICE OF PURCHASING TO HAVE A DATE/TIME STAMP AFFIXED, ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for items contained herein. The Institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS PRINTED ON THE REVERSE SIDE HEREOF AND AS SET FORTH HEREIN.

DATE 5/6/2016	MANDATORY PRE-BID MEETING WILL BE HELD 05/18/2016 @ 10:00 am	**DEPARTMENT REQUISITION NO. MU17CEILING TILE**	**BIDS OPEN: 3:00 P.M. ON 6/02/2016**	**BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID**

Item #	Quantity	Description	Unit Price	Extended Price
		CONTRACT INVITATION TO BID The Governing Board, on behalf of Marshall University, invites sealed Bids to provide all Ceiling Tile Products as specified. All Bids must be submitted in accordance with the bidding documents issued by Marshall University.		
			Total	

1

To the Office of Purchasing,
In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from _____

_____ within _____ days

FOB After receipt of order at address shown

Terms _____

Bidder's name Vendor _____

Signed By _____

Typed Name _____

Title _____

Street Address _____

City/State/Zip _____

Date _____ Phone _____

Fein _____

BOG 43
MU Rev. 05/15/14

Purchasing Continuation Sheet

Page	P.O. No.:

Vendor:

Organization Name:

INSTRUCTIONS TO BIDDERS

(purchases greater than $25,000)

1. BIDDER'S REPRESENTATIONS: the bidder, by making a bid, represents that: (a) the bidder has read and understands the bidding documents, terms and conditions, and the Bid is made in accordance therewith; and (b) the bid is based upon the materials, equipment, systems, printing and/or services specified.

2. QUALITY STANDARDS: Brand names, when identified, include the standard of quality, performance or use desired. Unless otherwise noted, bids by bidders on equivalents may be considered, provided the bidder furnishes descriptive literature and other proof required by the Buyer. Samples, when required, must be furnished free of charge, including freight. In the event the Buyer elects to contract for a brand purported to be an equivalent by the bidder, the acceptance of the item will be conditioned on the Buyer's inspection and testing after receipt. If, in the sole judgment of the Buyer, the item is determined not to be equivalent, the item will be returned at the Seller' s expense and the contract terminated.

3. SUBMISSION OF BIDS: the bid, the bid security, if any and other documents required to be submitted with the bid shall be submitted as instructed. The submittal shall include the bid number, the bid opening time, and the bid opening date. Bids received after the time and date for the bid opening will be unaccepted. The bidder shall assume full responsibility for timely delivery.

4. MODIFICATION OR WITHDRAWAL OF BIDS: 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 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.

5. OPENING OF BIDS: Bids shall be publicly opened and read aloud at the designated location for receipt of bids shortly after the time and date bids are due.

6. REJECTION OF BIDS: The Buyer shall have the right to reject any and all bids, in whole or part; to reject a bid not accompanied by a required bid security or other data required by the bidding documents; or reject a bid which is in any way incomplete or irregular.

7. ACCEPTANCE OF BID (AWARD): It is the intent of the Buyer to award a purchase order to the lowest responsible and responsive bidder provided the bid does not exceed the funds available. The Buyer shall have the right to waive informalities or irregularities in a bid received, and to accept the bid which, in the Buyer's judgment, is in the Buyer's own best interests. All bids are governed by the West Virginia Code and the Procedural Rules of the Governing Board having jurisdiction.

8. VENDOR REGISTRATION: Prior to any award for purchases exceeding $25,000, the apparent successful bidder must be properly registered with the W. Va. Department of Administration, Purchasing Division, and have paid the required vendor registration fee.

9. NON-FUNDING: All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.

10. 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.

11. RESIDENT VENDOR PREFERENCE: A resident vendor preference will be granted upon written request in accordance with the West Virginia Code.

12. 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.

SCOPE OF WORK:

Marshall University is requesting bids from qualified vendors to provide USG Products to match existing products. Marshall University is also requesting bids or equivalent USG Products. The University reserves the right to issue multiple contracts from this RFB.

Materials must be delivered to the job site within a reasonable timeframe, as approved by the assigned representative.

This will be an Open End Contract with four (4) optional annual renewals.

Bidders must provide estimated delivery from receipt of order _____.

F.O.B.

Freight Cost $ _____

PURCHASING CONTINUATION SHEET

Technical questions concerning the Bidding Documents should be directed to:

Bill Black, Manager / Alterations Support (304) 696-2466 or (304) 840-2715 and
Ron Hicks / Manager/Physical Plant I 304-696-2491

Questions must be in writing and delivered to purchasing@marshall.edu or burcham@marshall.edu preferably before the pre-bid meeting on 5/18/2016.

A mandatory pre-bid meeting is scheduled for:

Time:	10:00 a.m.
Date:	05/18/2016
Place:	SMB 2nd Floor Conference Room

All Bidders should attend the pre-bid meeting to familiarize themselves with the project location, site conditions, and other relevant information. Should any Bidder fail to attend, their Bid will be disqualified.

Each Bidder is required to obtain a Request for Bids from the appropriate buyer, Marshall University Office of Purchasing, and to follow all instructions contained therein.

Bidders must acknowledge receipt of each addendum in the space provided on the Form of Proposal or their Bid may be rejected.

A certified check in the amount of five percent (5%) of the total Bid, or a satisfactory Bid Bond furnished by a solvent surety company authorized to do business in the State of West Virginia in an amount equal to five percent (5%) of the total Bid, must be submitted by each Bidder with his Bid.

Sealed Bids shall be received by the Owner at the following location until 3:00 p.m. on June 2, 2016, in accordance with the Instructions to Bidders, the Supplementary Instructions to Bidders, and Request for Bids. Bids shall be mailed or hand delivered to:

Office of Purchasing
Old Main - Room 125
Marshall University
One John Marshall Drive
Huntington, West Virginia 25755-4100

Or submitted in the BONFIRE portal as per the attached instructions

PURCHASING CONTINUATION SHEET

Each Bid shall be enclosed in a sealed, self-addressed, opaque envelope plainly marked:

SEALED BID

Proposal for:	
File Number:	JB-6
Requisition Number:	MU17CEILING TILE
Time of Bid Opening:	3:00 PM
Date of Bid Opening:	06/02/2016

Each Bidder must be a registered vendor with the Purchasing Section of the Department of Administration. Bids will be rejected from any vendor not properly registered with the Purchasing Section prior to issuance of a Purchase Order.

West Virginia State Code § 21-11-2 requires that all persons desiring to perform contractual work in this State must be duly licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Application for a contractor's license may be made by contacting the West Virginia Department of Labor, Building 6, Room 749B, Capitol Complex, Charleston WV 25305, 304-558-7890.

West Virginia State Code § 21-11-11 requires any prospective Bidder to include the contractor's license number on their Bid. The successful Bidder will be required to furnish a copy of their contractor license prior to issuance of Purchase Order/ Contract.

To the extent allowed by West Virginia Code, the Owner reserves the right to waive any informality or irregularity in any Bid or Bids and to reject any or all Bids in whole or in part; to reject a Bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any condition of the Bid by a Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a Bid that is in any way incomplete or irregular.

Bids may not be modified or withdrawn for a period of sixty (60) days after receipt of Bids without forfeiture of Bid security, not as a penalty but as liquidated damages.

Any work performed or any material contracted for prior to receipt of the Owner's written Notice to Proceed and/or Purchase Order shall be at the Bidder's risk.

Note: For payment purposes only the Contract will be extended an additional 60 days.

The Owner will suffer financial loss if the Work is not Substantially Complete within the Contract Time. For each calendar day of delay in achieving Substantial Completion, the Contractor shall be liable for and shall pay the Owner $1500.00 per day, not as a penalty, but as liquidated damages. For each calendar day of delay in achieving Final Completion, the Contractor shall be liable for and shall pay half of the amount of liquidated damages stated above, plus any and all additional fees of the Architect and the Architect's consultants that may accrue. Allowances may be made for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and for delays due to strikes or other delays beyond the control of the Contractor. All delays and any claim for extension of the Contract Time must be properly documented in accordance with the Contract Documents by the Contractor.

PURCHASING CONTINUATION SHEET

All bids must be signed in the original by the bidder's representative.

Requests for bids may be canceled prior to the opening of bids as determined in writing by the Director of Purchasing and Materials Management.

All vendors submitting bids must have paid the annual fee and be registered to do business with the State of West Virginia. If you are not currently registered, please call the person listed below and request a Vendor Registration Form (WV-1). If you are already registered, please list the 9 digit number here: _____

For further information regarding the purchasing process, please contact Jill Burcham at (304) 696-2823

The vendor warrants that all goods and services furnished will be designed, constructed, and performed so as to comply with the William Steiger Occupational Safety and Health Act of 1970, as amended from time to time, and the rules, regulations, and standards issued thereunder by any applicable governmental authority which as of the date of this agreement will apply to the goods and services furnished hereunder.

The vendor warrants that all chemical substances sold by it to Marshall University comply with and are inventoried or registered pursuant to the requirements of the Toxic Substance Control Act, and rules and regulations issued thereunder by all applicable governmental authorities.

The vendor shall furnish Marshall University Safety Office with a Material Safety Data Sheet (MSDS OSHA Form 20) disclosing all potentially hazardous substances in any product which the vendor sells or offers for sale to Marshall University. Potentially hazardous substances shall include but shall not be limited to those substances regulated under 29CFR1910.1200.

It is the intention of Marshall University not to purchase any products which contain asbestos or asbestos components in the equipment or materials to be supplied by the vendor. The vendor warrants that all equipment and materials to be supplied by the vendor under this contract are free of asbestos, except in the extent that such asbestos is specifically identified in writing by the vendor and specifically accepted in writing by the University.

PRICING:

Ceiling Tile (Radar)

Item	Part #	Description	1-99	100-199	200-299	300-399
1.	2110	2 x 2 x 5/8 sq. edge	$	$	$	$
2.	2310	2 x 4 x 5/8 sq. edge	$	$	$	$
3.	2120	2 x 2 x 5/8 slt edge	$	$	$	$

Ceiling Tile (Pebbled)

Item	Part #	Description	1-99	100-199	200-299	300-399
4.	4800	2 x 4 x 5/8 sq. edge	$	$	$	$
5.	4805	2 x 2 x 5/8 slt edge	$	$	$	$

Ceiling Tile (Glacier)

Item	Part #	Description	1-99	100-199	200-299	300-399
6.	707	2 x 2 x ¾ sl. edge	$	$	$	$

Ceiling Tile (Fissured)

Item	Part #	Description	1-99	100-199	200-299	300-399
7.	560	2 x 2 x 5/8 sq. edge	$	$	$	$
8.	562	2 x 4 x 5/8 sq. edge	$	$	$	$

Ceiling Tile (Armstrong – Fine Fissured Ang Teg HumiGuard Plus)

Item	Part #	Description	1-99	100-199	200-299	300-399
9.	BP1732	24" x 24"x 5/8	$	$	$	$

PRICING:

Ceiling Tile (Eclipse)

Item	Part #	Description	1-99	100-199	200-299	300-399
10.	72215	2 x 2 x 3/4	$	$	$	$

Ceiling Tile (Gridstone Fire-Shield Gypsum)

Item	Part #	Description	1-99	100-199	200-299	300-399
11.	GB5045	½" x 2' x 4"	$	$	$	$

Ceiling Grid (9/16)

Centricitee DXT/DXLT

Item	Part #	Description	1-99	100-199	200-299	300-399
12.	DXT24	12' main	$	$	$	$
13.	DXT222	2' tee	$	$	$	$
14.	DXT422	4' tee	$	$	$	$
15.	M9	Wall angle 12'	$	$	$	$

Ceiling Grid (15/16)

DX/DXL

Item	Part #	Description	1-99	100-199	200-299	300-399
16.	DX/DXL 241	12' main tee	$	$	$	$
17.	DX/DXL 216	2' tee	$	$	$	$
18.	DX/DXL 424	4' tee	$	$	$	$
19.	M7	Wall angle	$	$	$	$

PRICING:

Ceiling Grid (15/16)

ZXLA

Item	Part #	Description	1-99	100-199	200-299	300-399
20.	2XLA 24	12' main	$	$	$	$
21.	2XLA 224	2' tee	$	$	$	$
22.	2XLA 424	4' tee	$	$	$	$
23.	M 72	Wall angle	$	$	$	$

Ceiling Grid (Sanigrid II)

Item	Part #	Description	1-99	100-199	200-299	300-399
24.	R51512	12' Main Tee	$	$	$	$
25.	R51513	4' Cross Tee	$	$	$	$
26.	R51514	2' Cross Tee	$	$	$	$
27.	R51519	12' Wall Angle	$	$	$	$
28.	R51522	2' Machine Cross Tee	$	$	$	$

ALTERNATE PRICING:

Ceiling Tile ( )
TYPE

Item	Part #	Description	1-99	100-199	200-299	300-399
1.			$	$	$	$
2.			$	$	$	$
3.			$	$	$	$

Ceiling Tile ( )
TYPE

Item	Part #	Description	1-99	100-199	200-299	300-399
4.			$	$	$	$
5.			$	$	$	$

Ceiling Tile ( )
TYPE

Item	Part #	Description	1-99	100-199	200-299	300-399
6.			$	$	$	$

Ceiling Tile ( )
TYPE

Item	Part #	Description	1-99	100-199	200-299	300-399
7.			$	$	$	$
8.			$	$	$	$

Ceiling Tile ( )
TYPE

Item	Part #	Description	1-99	100-199	200-299	300-399
9.			$	$	$	$

ALTERNATE PRICING:

Ceiling Tile ( )
TYPE

Item	Part #	Description	1-99	100-199	200-299	300-399
10.			$	$	$	$

Ceiling Tile ( )
TYPE

Item	Part #	Description	1-99	100-199	200-299	300-399
11.			$	$	$	$

Ceiling Grid (9/16)
( )
TYPE

Item	Part #	Description	1-99	100-199	200-299	300-399
12.			$	$	$	$
13.			$	$	$	$
14.			$	$	$	$
15.			$	$	$	$

Ceiling Grid (15/16)
( )
TYPE

Item	Part #	Description	1-99	100-199	200-299	300-399
16.			$	$	$	$
17.			$	$	$	$
18.			$	$	$	$
19.			$	$	$	$

ALTERNATE PRICING:

Ceiling Grid (15/16)
( )
TYPE

Item	Part #	Description	1-99	100-199	200-299	300-399
20.			$	$	$	$
21.			$	$	$	$
22.			$	$	$	$
23.			$	$	$	$

Ceiling Grid ( )
TYPE

Item	Part #	Description	1-99	100-199	200-299	300-399
24.			$	$	$	$
25.			$	$	$	$
26.			$	$	$	$
27.			$	$	$	$
28.			$	$	$	$

LIFE OF CONTRACT PAGE

LIFE OF CONTRACT: This contract becomes effective on 7-1-2016 and extends for a period of **one (1) year** or until such reasonable time thereafter as is necessary to obtain a new contract. Such "reasonable time" shall not exceed twelve (**12**) months upon expiration of one (**1**) year from the effective date of this contract by giving the Director of Purchasing thirty (**30**) days written notice.

RENEWAL: This contract may be renewed upon mutual written consent, submitted to the Director of Purchasing thirty (30) days 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.

CANCELLATION: The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

OPEN MARKET CLAUSE: The Director of Purchasing may authorize a spending unit to 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).

TIME: Time consumed in delivery or performance is of the essence.

ORDERING PROCEDURE: Departments shall submit a requisition for commodities covered by this contract to the Purchasing office. Purchasing will then issue a purchase order to the vendor as authorization for shipment. If the vendor accepts credit cards, purchases may also be made using the P-card up to the established transaction limit for the department.

FUNDING PARAGRAPH: Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for these services, this contract becomes of no effect and is null and void after June 30.

INTEREST: Should this contract include a provision for interest on late payments, the agency agrees to pay the maximum legal rate under West Virginia Law. All other references to interest charges are deleted.

CONTRACT PRICING: Unless otherwise allowed by the Director of Purchasing, price increases will be approved only at the beginning of each renewal period. All adjustments will be made in dollars, not per cent. Requests for price increases must be received in writing by the Director at least thirty **(30)** days in advance of the effective date. Vendors may add products throughout the term of this contract when it is in the best interest of the University.
The Director at Marshall University will determine which products will be added. Price decreases will be "passed through" to Marshall University.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: 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 exceed 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 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** _____

WV-10
Approved / Revised
12/16/15

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% vendor preference for the reason checked:**
   - ☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
   - ☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
   - ☐ Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or,**
   - ☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**

2. **Application is made for 2.5% vendor preference for the reason checked:**
   ☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

3. **Application is made for 2.5% vendor preference for the reason checked:**
   ☐ Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or,**

4. **Application is made for 5% vendor preference for the reason checked:**
   ☐ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**

5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
   ☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**

6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
   ☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules.***
   ☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: _____ **Signed:** _____

Date: _____ **Title:** _____

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

MARSHALL UNIVERSITY

Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement	Instructions
RFB	File Type: Any (.*)	Multiple	Required	
MU17CEILINGTILES (BT-13BE)	Bid Table: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this Bid Table. The Response Template can be downloaded from the project listing on the Bonfire portal.

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 100 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

Requested Bid Tables:

The Bid Table Response Templates can be obtained at https://marshall.bonfirehub.com/opportunities/1396.

Please note that Bid Tables may take a significant amount of time to prepare.

2. Upload your submission at:

https://marshall.bonfirehub.com/opportunities/1396

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Jun 02, 2016 3:00 PM EDT.** We strongly recommend that you give yourself sufficient time and **at least ONE (1) hour** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

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Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. Javascript must be enabled.

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