


Request for Bids	 <p><b>Marshall University</b>  <b>Office of Purchasing</b>  <b>One John Marshall Drive</b>  <b>Huntington, WV 25755-4100</b></p> <p>Direct all inquiries regarding this order to: (304) 696-3157</p>	<b>Bid #</b>  R1801972
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<b>Vendor:</b>  <b>FEIN/SSN:</b>	<b>Phone:</b> <b>Fax:</b>	<b>For information call: 304-696-3157</b> <b>Purchasing Contact:</b> Tracey Brown-Dolinski <b>Phone:</b> (304) 696-3157 <b>Email:</b> browndolinsk@marshall.edu and purchasing@marshall.edu
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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 (1) COPY, SIGNED IN FULL AND INK AND REQUESTED IN THE BID, RECEIVED HAVE A DATE/TIME STAMP AFFIXED AND SUBMITTED IN BONFIRE, ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. 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 SET FORTH HEREIN.

<b>DATE</b> 4/7/2018	<b>DELIVERY IS REQUIRED NO LATER THAN</b>	<b>DEPARTMENT REQUISITION NO.</b>	<b>BIDS OPEN:</b> 3:00 pm on <b>4/30/2018</b>	<b>BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID</b>
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Item #	Quantity	Description	Unit Price	Extended Price
		<u>REQUEST FOR BIDS</u>  Marshall University will accept sealed bids for the following items and services until 3:00 p.m. on 4/30/2018. At that time, sealed bids will be opened and read aloud in Room 125, Old Main Building.  <b>Cisco Equipment</b>  Bidders may obtain a copy of public bids at: <a href="http://www.marshall.edu/purchasing/resources/bids-and-proposals/">http://www.marshall.edu/purchasing/resources/bids-and-proposals/</a>		
<b>Total</b>				

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	Bidder's name Vendor _____
FOB _____ After receipt of order at address shown	Signed By _____
Terms _____	Typed Name _____
	Title _____
	Street Address _____
	City/State/Zip _____
	Date _____ Phone _____
	Fein _____

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**INSTRUCTIONS TO BIDDERS**

(purchases greater than \$50,000)

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 \$50,000, 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.

## INTRODUCTION

### *General Information*

Marshall University, herein referred to as “MU” or “University”, is soliciting bids for CISCO Equipment and Finance Information until 3:00 PM on April 30, 2018. At that time, Marshall University will open and record bids in the Old Main Building, Room 125, Huntington, WV. Products must be as specified; equivalent is not acceptable.

Marshall University reserves the right to reject any or all bids. 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 University's best interests. All bids are governed by the West Virginia Code and the Procedural Rules of the Governing Board having jurisdiction.

### *Schedule of Events*

RFB emailed to prospective vendors	April 16, 2018
Emailed pre-bid questions deadline	April 19, 2018 @ 4:00 pm
Written responses to questions from pre-bid questions	April 23, 2018
Bid submission deadline	April 30, 2018 @ 3:00 pm
University bid review deadline	Early May
Award is made	Early May

The University reserves the right to amend times and dates in its sole discretion.

Any bids not received by the date and time specified in the RFB will be disqualified. A copy of the RFB (including all attachments) and all addenda to the RFB will be placed on the Marshall University Office of Purchasing's website <http://www.marshall.edu/purchasing/resources/bids-and-Bids/>.

It is the vendor's responsibility to check the website to respond to any addenda and/or become aware of any changes.

### *Inquiries*

All inquiries and questions must be emailed to:

Tracey Brown-Dolinski, Asst. Director  
 Marshall University Office of Purchasing  
 E-mail: [browndolinsk@marshall.edu](mailto:browndolinsk@marshall.edu) and [purchasing@marshall.edu](mailto:purchasing@marshall.edu);  
 Subject Field: RFB# R1801972 Questions

Bidders shall not make direct or indirect contact with anyone outside the Office of Purchasing to discuss or request information about any aspect of the procurement, including the RFB or its associated evaluation process, except as authorized in the RFB. Violation of this clause will result in bid disqualification.

### *Pre-Bid Questions*

Deadline for email of Pre-Bid Questions is April 19, 2018 at 4:00 p.m. Subject field must read **RFB# R1801972 Questions**. The response will be submitted in addenda form. Vendors are responsible for checking Marshall University's Office of Purchasing's website <http://www.marshall.edu/purchasing/resources/bids-and-proposals/> for posted addenda. Addenda must be signed and submitted in Bonfire as part of the RFB package.

### *Forms*

Purchasing Affidavit: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit can be found at:

<http://www.state.wv.us/admin/purchase/vrc/pAffidavit.pdf>

Vendor Preference Certificate: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. Failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

Vendor preference can be applied to the cost portion of the proposal only -

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>

Vendor Registration:

Prior to any award, the apparent successful Vendor must be registered with the Purchasing Division of the Department of Administration. If the successful Vendor is not currently registered, it shall complete and file the Vendor Registration and Disclosure Statement, Form WV-1, and submit the annual registration fee of \$125.00. Vendors do not have to be registered to submit a proposal. Form WV-1 may be found at: <http://www.state.wv.us/admin/purchase/vrc/wv1.pdf>

Agreement Addendum: Any contract resulting from an award from this RFB and a contractor's bid must include, but is not limited to, in its terms and conditions all mandatory sections contained herein. Failure of the successful contractor to sign an Agreement Addendum (MU-96), <http://www.marshall.edu/purchasing/files/MU-96.pdf> or Software Agreement Addendum (MU96A) <http://www.marshall.edu/purchasing/files/MU-96A.pdf>, and if necessary, the MU Cloud Computing Contract Addendum [http://www.marshall.edu/purchasing/files/CC\\_Addendum.pdf](http://www.marshall.edu/purchasing/files/CC_Addendum.pdf), as part of the contract may result in disqualification.

Disclosure of Interested Parties form - [https://ethics.wv.gov/SiteCollectionDocuments/Brochures Booklets Misc Forms/Ethics DisclosureInterestedParties October2017 TYPEABLE.pdf](https://ethics.wv.gov/SiteCollectionDocuments/Brochures%20Booklets%20Misc%20Forms/Ethics%20DisclosureInterestedParties%20October2017%20TYPEABLE.pdf)

## **SPECIAL TERMS/DETAILED SPECIFICATIONS**

### *Pricing*

1. Pricing must be entered using the Bonfire Bid Table named R1801972 Cost Sheet (BT-45CK). Pricing must be provided for all items. Failure to provide pricing for all line items shall be cause for rejection of the bid

2. The department may need to order miscellaneous quantities of these items within 90 days from award of purchase order/contract. Please indicate if you would be able to offer bid price for these miscellaneous items, not to exceed five percent of the total bid amount of the award.

### *Financing*

#### *Master Lease Purchase Financing*

The State of WV has a statewide Master Lease Purchase Financing Agreement issued by the Finance Division of the Department of Administration. The resulting purchase may be financed under the Master Lease Purchase Financing Agreement. Any request to enter into a lease purchase agreement other than the Master Lease Purchasing Financing Agreement must be approved in advance.

#### *Bidder's Interest Rate*

The University may elect to purchase and finance through another source.

Indicate net interest rate: \_\_\_\_\_% for a 3-year term.

Indicate net interest rate: \_\_\_\_\_% for a 5-year term

#### *Third Party Financing*

Bidders that are bidding, using a third party for financing, must identify the company, quote the interest rate, and include a copy of their lease or rental contract. Failure of the third party to agree to the terms of this document may disqualify your bid.

#### *Cisco Equipment Certification*

1. Equipment to be Cisco as specified. No substitutions or Cisco Compatible Equipment will be acceptable.
2. Vendor must be an authorized Cisco Partner. **Provide proof of certification with Bid.**
3. Equipment must be ordered through a Cisco Authorized Distributor. Please provide the distributor's name. Cisco Authorized Distributor:

\_\_\_\_\_

### *Award*

One contract award is anticipated under this solicitation. Multiple contract awards shall not be made.

### *Installation*

Installation of the equipment will be by others.

***Delivery / Freight***

Delivery Charges. Bid prices shall include all delivery charges paid by the bidder, F.O.B. Destination, unless otherwise provided in the solicitation. Any invoiced delivery charges not quoted and itemized on the purchase order are subject to rejection and non-payment.

Bidders must indicate number of days for delivery of items after receipt of order (ARO). Provide the number of calendar days for delivery ARO: \_\_\_\_\_

Provide freight cost \_\_\_\_\_

Delivery for all items on this order will be made to the attention of: Kevin R. Maynard,  
Marshall University Drinko Library 435, Huntington, WV-25755 United States  
Ph. No: +1 304 696 6107; email: kevin.maynard@marshall.edu

***Cisco Network Equipment Maintenance Services***

Bidders must be qualified and experienced in providing and administering annual maintenance contracts for Cisco networking products. The reseller must provide the option for the annual renewal of these contracts for 4 years after the initial contract. The contractor will be required to provide new quotes for these contracts each year after making adjustments for the current installed base of equipment. These adjustments to the equipment list may include dropping some equipment types and adding new types of equipment to these lists. The reseller must work with AISD and Cisco in order to consolidate contracts when additional Cisco equipment is purchased through various projects, and different resellers, and assist in updates to account authorization.

***Proposed Plan***

The contract terms will be for annual maintenance contracts for Cisco maintenance coverage with 24 X 7 support, and next business day, advanced replacement of equipment. The dates of coverage for each maintenance contract will be from July 1 to June 30, starting with this current fiscal year, (July 1, 2017 - June 30, 2018).

The Cisco maintenance services must be provided directly from the manufacturer.

The reseller will be required to provide Cisco maintenance contracts for several different categories of

equipment. These equipment lists will be updated each year and may require some adjustments in the price quotes before the maintenance PO's are issued. The reseller must return the updated quotes by April 1<sup>st</sup> of each year. The reseller must ensure that the contract is activated on July 1, 2018 and on July 1 of each following fiscal year that the contract is renewed. The reseller must provide new quotes based on the same discount rate (% off list price) as quoted in this original contract.



### SUBMISSION OF BID IN BONFIRE

This part of the RFB outlines the format the vendor must follow in arranging information within vendor's bid response as outlined under Bonfire Submission Instructions for Suppliers. The arranging of information are for three separate submissions as outlined below. Reference the Bonfire 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 Document	File Type: PDF (.pdf)	Single	Required	To include RFB, addenda, and forms
Finance Document	File Type: PDF (.pdf)	Single	Required	Finance information
R1801972 Cost Sheet (BT-45CK)	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/7691>.

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

## 2. Upload your submission at: <https://marshall.bonfirehub.com/opportunities/7691>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **April 30, 2018 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.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

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

**Need Help?**

Marshall University uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

## **ADDITIONAL TERMS and CONDITIONS**

The Request for Bid contains all the contractual terms and conditions under which Marshall University will enter into a contract. By signing and submitting its offer, the successful Vendor agrees to be bound by all the terms contained in the RFB package.

### ***Mandatory Requirements***

Any specification or statement containing the word “must”, “shall”, or “will” are mandatory. By signing and submitting a response to an RFB, the vendor agrees to all mandatory deliverables described herein. The vendor is required to meet all mandatory requirements in order to be eligible for consideration and to continue in the evaluation process. Failure to meet or agree to mandatory items shall result in disqualification of the Vendor’s bid and the evaluation process will be terminated for that vendor. Decisions regarding compliance with any mandatory requirement shall be at the sole discretion of the University.

### ***Public Record***

Submissions are Public Record. All documents submitted to Marshall University, Office of Purchasing, related to purchase orders or contracts are considered public records. All bids, proposals or offers submitted by bidders shall become public information and are available for inspection during normal official business hours at the Office of Purchasing of MU after the bid opening.

### ***Written Release of Information***

All public information may be released with or without a Freedom of Information request; however, only a written request will be acted upon with duplications fees paid in advance. Fees shall apply to all requests for copies of any document. Currently the fees are based upon the “Administrative Procedure ADMIN-3 Freedom of Information Act Request Procedures” posted online at <http://www.marshall.edu/adminproc/files/ADMIN-3.pdf>

### ***Risk of Disclosure***

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets, as submitted by a bidder, are exempt to public disclosure. The submission of any information to Marshall University, Office of Purchasing, by a vendor puts the risk of disclosure on the vendor. Marshall University, Office of Purchasing, does not guarantee non-disclosure of any information to the public.

### ***Conflict of Interest***

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the University.

### ***Prohibition against Gratuities***

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

### ***Certifications Related to Lobbying***

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

### ***Subsequent Forms***

The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

## **COMPLIANCE**

### ***Antitrust***

In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of 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.

### ***Assignment***

Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the University and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, the Purchasing Office approval may or may not be required on certain agency delegated or exempt purchases.

### ***Bankruptcy***

In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

### ***Bureau of Employment Programs Regulations***

West Virginia State Code §21A-2-6(17) prohibits Marshall from contracting with any contractor not in compliance with the regulations set forth by the Bureau of Employment Programs.

### ***Compliance with Laws and Regulations***

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body. The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. The State of West Virginia and the University are exempt from the goods and/or services and under no circumstances shall either be held liable for any obligation of the same.

### ***Debarment and Suspension***

Contractor will not be considered in proposal process if debarred or suspended

### ***Governing Law***

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

### ***Indemnification***

The Vendor agrees to indemnify, defend and hold harmless, Marshall University and its officers and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

### ***Policy Advisements***

Vendor shall advise its employees that the State of West Virginia and the University require a smoke free and drug free work place and prohibit any discrimination on the basis of race, color, national origin, ancestry, sex, religion, age, physical condition, disability or political affiliation.

### *Record Retention (Access & Confidentiality)*

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to MU personnel at Vendor's location during normal business hours upon written request by MU within 10 days after receipt of the request.

Vendor may have access to private and confidential data maintained by Marshall University to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless Marshall University against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.

### *Subcontracts/Joint Ventures*

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. Marshall University will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of Marshall University, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

### *Vendor Relationship*

The relationship of the Vendor to MU shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees, representatives and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless Marshall University and shall provide Marshall University with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

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## **PAYMENT INFORMATION**

### *Funding*

This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

### *Invoices*

The Vendor shall submit invoices, in arrears, to Marshall University at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract.

### *Interest*

Interest attributable to late payment will only be permitted if authorized by the West Virginia Code.

### *Purchase Order Procedure*

Departments will issue a purchase order for payments in reference to the RFB. The ordering unit is not permitted to use the Purchasing card for purchases in referenced to the RFB.

## **LIFE OF CONTRACT PAGE**

**LIFE OF CONTRACT:** This contract becomes effective on \_\_TBD\_\_ 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.





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# **Request for Bid Supplemental Package**

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Information Document

## **Best and Final Offers**

The University may, but is not required, to negotiate with Bidders. If the University elects to negotiate, negotiations shall be conducted with Bidders whose bids fall in the competitive range. The competitive range includes those bids whose price and technical factors are such as to give them a reasonable chance of winning the award. Such Bidders shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of bids. The purpose of negotiations is to seek clarification with regard to the price and/or technical aspects of bids so as to assure the University's full understanding of bids.

No Bidder shall be provided information about any other Bidder's bid, and no Bidder shall be assisted in bringing its bid up to the level of any other bid. A common deadline shall be established for receipt of best and final offers should one be necessary.

## **Exceptions or Restrictions**

Bidders taking exception to any requirement stated in this RFB must submit a list of exceptions referencing the section and paragraph number of the exception. Include the original text as well as the proposed change. If the Bidder provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Bidder's solution, must be described in detail.

## **Incurring Costs**

Marshall University and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFB for expenses to prepare, deliver the bid, or to attend any mandatory pre-bid meeting or oral presentations.

## **Independent Price Determination**

A bid will not be considered for award if the price in the bid was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to prices with any competitor unless the bid is submitted as a joint venture.

## **Best Price Guarantee**

The awarded vendor agrees to provide pricing to the University and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to lower the cost of any product purchased following a reduction in the manufacturer or publisher's direct cost.

## **Inquiries**

Questions relating to an RFB must be submitted in writing to the Office of Purchasing on or before the date outlined in the RFB. A written response will be issued by addendum when necessary. Verbal responses are non-binding.

## **Oral Statements and Commitments**

Vendor must clearly understand that any verbal representation made or assumed to be made during any oral discussion concerning the RFB is not binding. Only the information issued in writing and added to the Request for Bid specifications file by an official written addendum are binding.

## **Pre-Bid Conference**

An RFB/RFP may have a **mandatory** pre-bid conference. The conference may be on-site, telephonic or digital. Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor. An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance.

## **Cost/Fee/Financial Price Quotations**

The price(s) quoted in the bid will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for an adjustment in the original contract. Other University entities may request a quotation for services relative to this bid. Each entity is solely responsible for services requested. Vendors should note in the bid package if this option is not available. Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

## **Rejection of Bids**

Marshall University shall select the best value solution according to the bid evaluation. However, the University reserves the right to accept or reject any or all bids, in part or in whole at its discretion. Marshall University reserves the right to withdraw an RFB at any time and for any reason. Submission of, or receipt by Marshall University of bids confers no rights upon the bidder nor obligates Marshall University in any manner. A contract based on this RFB and the Vendor's bid, may or may not be awarded. Any contract resulting in an award from this RFB is not valid until properly approved and executed by Marshall University, Office of Purchasing.

## **Waiver of Minor Irregularities**

The Director of Purchasing reserves the right to waive minor irregularities in bids or specifications.

## **Assignment of Points**

Points are assigned according to the specifications contained in the RFB. The points will form the basis of the evaluation.

## **Committee**

Bids will be reviewed by a committee whose members represent various groups within the University.

## **Resident Vendor Preference:**

In accordance with West Virginia Code §5A-3-37, the Office of Purchasing will make the determination of the Resident Vendor Preference, if applicable. Resident Vendor Preference 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 West Virginia Code. A certificate of application is used to request this preference.

## **Disqualification of Bidders**

Any of the following causes, while not inclusive, may be considered sufficient for the disqualification and rejection of a bid:

1. Submission of a bid which is not in conformance with the requirements as stated in this solicitation.
2. Lack of bidder competency or responsibility as demonstrated by past performance.

## **Mandatory Requirements**

Any specification or statement containing the word “must”, “shall”, or “will” are mandatory. By signing and submitting a response to an RFB, the vendor agrees to all mandatory deliverables described herein. The vendor is required to meet all mandatory requirements in order to be eligible for consideration and to continue in the evaluation process. Failure to meet or agree to mandatory items shall result in disqualification of the Vendor’s bid and the evaluation process will be terminated for that vendor. Decisions regarding compliance with any mandatory requirement shall be at the sole discretion of the University.

## **Public Record**

Submissions are Public Record. All documents submitted to Marshall University, Office of Purchasing, related to purchase orders or contracts are considered public records. All bids or offers submitted by bidders shall become public information and are available for inspection during normal official business hours in the Office of Purchasing after the bid opening. Proposals cannot be inspected until after the award of contract.

## **Written Release of Information**

All public information may be released with or without a Freedom of Information request; however, only a written request will be acted upon with duplication fees paid in advance. Fees shall apply to all requests for copies of any document. Currently the fees are based upon the “Marshall University Administrative Procedure Fees for Freedom of Information Act Requests” posted online at <http://www.marshall.edu/adminproc/files/ADMIN-3.pdf>.

## **Risk of Disclosure**

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets as submitted by a bidder are exempt to public disclosure. The submission of any information to Marshall University, Office of Purchasing by a vendor puts the risk of disclosure on the vendor. Marshall University Office of Purchasing does not guarantee non-disclosure of any information to the public.

## **Conflict of Interest**

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

## **Prohibition against Gratuities**

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it

has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

### **Certifications Related to Lobbying**

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

### **Contract Provisions**

After the successful Vendor is selected, a formal contract document will be executed between Marshall University and the Vendor. In addition, the RFB and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFB and the Vendor's bid in response to the RFB.

### **Contract Termination**

Marshall University may terminate any contract resulting from this RFB immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFB and resulting contract. Marshall University shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, MU shall issue the Vendor an order to cease any and all work immediately. MU shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

MU shall have the right to terminate the contract upon thirty (30) days written notice to Vendor.

### **Changes**

If changes to the original contract become necessary, a formal contract change order will be negotiated by Marshall University and the Vendor to address changes to the terms and conditions, and/or costs of work included under the contract. An approved contract change order is defined as one approved by the Marshall University Office of Purchasing and approved as to form by the West Virginia Attorney General's Office (if needed,) encumbered and released to the vendor prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision or the scope of work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from Marshall University, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide Marshall University a written statement identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

**NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.**

### **Emergency Purchases**

The Purchasing Director may authorize the purchase of goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the University from fulfilling its obligations under a One Time Purchase contract.

### **Subsequent Forms**

The terms and conditions contained in the Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the University such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

### **Antitrust**

In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of 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.

### **Assignment**

Neither the Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the University and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, the Purchasing Office approval may or may not be required on certain agency delegated or exempt purchases.

### **Bankruptcy**

In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

## **Bureau of Employment Programs Regulations**

West Virginia State Code §21A-2-6(17) prohibits Marshall from contracting with any contractor not in compliance with the regulations set forth by the Bureau of Employment Programs.

## **Compliance with Laws and Regulations**

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. The State of West Virginia and the University are exempt from any taxes regarding the goods and/or services and under no circumstances shall either be held liable for any obligation of the same.

## **Debarment and Suspension**

Contractor will not be considered in bid process if debarred or suspended

## **Governing Law**

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

## **Indemnification**

The Vendor agrees to indemnify, defend and hold harmless, Marshall University and its officers and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

## **Policy Advisements**

Vendor shall advise its employees that the State of West Virginia and the University require a smoke free and drug free work place and prohibit any discrimination on the basis of race, color, national origin, ancestry, sex, religion, age, physical condition, disability or political affiliation.

## **Record Retention (Access & Confidentiality)**

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to MU personnel at Vendor's location during normal business hours upon written request by MU within 10 days after receipt of the request.

Vendor may have access to private and confidential data maintained by Marshall University to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless Marshall University against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.

### **Subcontracts/Joint Ventures**

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. Marshall University will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of Marshall University, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

### **Vendor Relationship**

The relationship of the Vendor to MU shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The

Vendor as an independent contractor is solely liable for the acts and omissions of its employees, representatives and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFB and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless Marshall University and shall provide Marshall University with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.



## **ORDERING AND PAYMENT INFORMATION**

### **Purchase Order**

In the event an award is made pursuant to the RFB, a purchase order, containing any agreement signed by the parties and attachments thereto, including the original RFB and applicable Addenda, and the Vendor's bid, will be issued. The purchase order constitutes the contract to which the parties are bound. A signed contract or agreement is not binding on the University until the purchase order has been issued.

Departments will issue a purchase order for payments against the contract. The spending unit may use the Purchasing card for purchases within the P-card limits.

### **Funding**

This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

### **Invoices**

The Vendor shall submit invoices, in arrears, to Marshall University at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract.

### **Interest**

Interest attributable to late payment will only be permitted if authorized by the West Virginia Code.

### **Payment Methods**

The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

### **Progress Payments**

If progress payments are permitted, Vendor is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Marshall University with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the Vendor's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

## **DOCUMENTS**

### **Addenda (RFB)**

If it becomes necessary to revise any part of an RFB, an official written addendum will be issued by Marshall University, Office of Purchasing, to all bidders of record. The University reserves the right to further modify the RFB, including any Exhibits and Addenda to the RFB, as it considers appropriate.

A copy of the RFB and any addenda to the RFB will be placed on the University website, and sent to vendors of record. It is the Vendor's responsibility to periodically check the web site to make sure it is aware of and responds to any addenda.

### **Addenda Acknowledgement**

Written acknowledgement of receipt of all issued amendments, addenda or changes shall be required from all Bidders responding to this RFB and in the form required by the solicitation documents. Vendor should acknowledge receipt of all addenda issued by signing the issued Addendum Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

### **Agreement Addendum**

Any contract resulting from an award from this RFB and a contractor's bid must include, but is not limited to, in its terms and conditions all mandatory sections contained herein. Failure of the successful contractor to sign an Agreement Addendum (MU-96), or Software Agreement Addendum (MU96A), and if necessary, the MU Cloud Computing Contract Addendum, as part of the contract may result in disqualification. Agreement Addenda are available online at:

<http://www.marshall.edu/purchasing/files/MU-96.pdf> or  
<http://www.marshall.edu/purchasing/files/MU-96A.pdf>  
[http://www.marshall.edu/purchasing/files/CC\\_Addendum.pdf](http://www.marshall.edu/purchasing/files/CC_Addendum.pdf)

### **Drug Free Workplace**

Chapter 21 - Article 1D of the West Virginia Labor Code, otherwise known as the West Virginia Alcohol and Drug-free Workplace Act, mandates that public improvement contractors should implement a drug-free workplace program requiring alcohol and drug testing. No public authority may award a public improvement contract to a contractor unless they maintain a drug-free workplace policy in compliance with section 8 of this article. The form may be accessed at:

<http://www.state.wv.us/admin/purchase/vrc/DrugFreeAff.pdf>

### **HIPAA Business Associate Addendum**

The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.

### **Insurance Requirements**

Liability insurance certificates are required prior to award but are not required at the time of bid.

## **License Requirements**

The successful vendor must produce current documentation of all applicable licensures relating to RFB project.

## **Life of Contract**

When applicable a Life of Contract page containing the effective period of the contract, renewal periods, and terms is attached to the agreement.

## **Proof of Good Standing and Authorization to Do Business**

Vendors must in good standing with all regulatory and governmental entities and be authorized to do business in West Virginia. Upon request of the University, Vendors must be able to provide proof of good standing and authorization to do business.

## **Purchasing Affidavit**

In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be **submitted with the Vendor's bid**. A copy of the Purchasing Affidavit can be found at: <http://www.state.wv.us/admin/purchase/vrc/pAffidavit.pdf>

## **Taxpayer ID Number and Certification (W9)**

Request for Taxpayer Identification Number and Certification can be found at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

## **Vendor Preference:**

Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules.

Failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference.

Vendor Preference does not apply to construction projects.

Vendor preference can be applied to the **cost portion of the bid only**.

A Resident Vendor Certification form may be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>

## **Vendor Registration:**

Prior to any award, the apparent successful Vendor must be registered with the Purchasing Division of the Department of Administration. If the successful Vendor is not currently registered, it shall complete and file the Vendor Registration and Disclosure Statement, Form WV-1, and submit the annual registration fee of \$125.00.

Vendors do not have to be registered to submit a bid. Form WV-1 may be found at:

<http://www.state.wv.us/admin/purchase/vrc/wv1.pdf>