


<b>Request for Bids</b>	 <p style="text-align: center;"> <b>Marshall University</b>  <b>Office of Purchasing</b>  <b>One John Marshall Drive</b>  <b>Huntington, WV 25755-4100</b>                  Direct all inquiries regarding this order to: (304) 696-8853             </p>	<b>Bid#</b>  <p style="text-align: center;">R1801684</p>
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**Vendor:**

**For information call:**  
**Purchasing Contact:** Bre Salyers  
[Salyers44@marshall.edu](mailto:Salyers44@marshall.edu) and  
[purchasing@marshall.edu](mailto:purchasing@marshall.edu)  
  
**Phone:** (304) 696-8853

**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 AND UPLOADED INTO THE MU BONFIRE PORTAL 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 SET FORTH HEREIN.**

<b>DATE</b> 2/16/2018	<b>MANDATORY BID MEETING</b> n/a	<b>DEPARTMENT REQUISITION NO.</b>	<b>BIDS OPEN:</b> <b>3:00 pm on</b> <b>2/26/18</b>	<b>BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID</b>
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Item #	Quantity	Description	Unit Price	Extended Price
<p><b>REQUEST FOR BIDS</b></p> <p>Marshall University, on behalf of the Governing Board invites sealed bids for the following items.</p> <p>Avance III HD NMR Spectrometer 300 N equipped as specified, or equivalent</p> <p>Bonfire Link: <a href="https://marshall.bonfirehub.com/opportunities/6824">https://marshall.bonfirehub.com/opportunities/6824</a></p>				

**Total**

**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 \_\_\_\_\_

Email \_\_\_\_\_

Street Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Date \_\_\_\_\_ Phone \_\_\_\_\_

Fein \_\_\_\_\_

## 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 \$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.

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Organization Name: Marshall University
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Item	Qty	Description	Unit Price	Extended Price
1.	1	<p style="text-align: center;"><b>NMR SPECIFICATIONS</b></p> <p><b>AVANCE III HD NMR SPECTROMETER 300 N</b></p> <ul style="list-style-type: none"> <li>• <b>High Performance Digital NMR Spectrometer</b> <ul style="list-style-type: none"> <li>○ <b>MAG300ASCULH SB Magnet 300 ASCEND ULH SB</b></li> <li>○ <b>ASCEND™ 300 MHz/54 mm Long Hold Time Magnet superconducting magnet system, 54 mm bore</b></li> <li>○ operation field at 7.05 Tesla</li> <li>○ strayfield: radial 0.5m / axial 0.9m</li> <li>○ helium hold time &gt;330 days</li> <li>○ helium level meter with alarm function for low helium level</li> <li>○ nitrogen level sensor</li> <li>○ standard magnet stand with elastomer vibration damping accessory</li> <li>○ Advanced magnet design, for significant reduction of the stray field and cryogen consumption. Incorporates External Disturbance Suppression (EDS™) for dramatic reduction of the effects of magnetic field perturbations from sources such as subways and electric trains</li> </ul> </li> <li>• <b>Helium Transfer Line</b></li> <li>• <b>BOSSI</b> <ul style="list-style-type: none"> <li>○ High performance Bruker Orthogonal Shim System (BOSS-I) with control of 20 orthogonal shim gradients, low current and low heat dissipation design</li> </ul> </li> <li>• <b>Control Boards for 20 Shims(SCB)-Quantity 1</b> <ul style="list-style-type: none"> <li>○ Ultra-stable, high precision, low-noise shim current source for BOSS I shims</li> </ul> </li> <li>• <b>2G Digilock</b> <ul style="list-style-type: none"> <li>○ Second-Generation digital quadrature lock receiver with fast field adjustments with sample-and- hold circuit. 2H transmitter for gradient shimming, 3W.</li> </ul> </li> <li>• <b>Bruker Smart Magnet Control System (BSMS-2)</b> <ul style="list-style-type: none"> <li>○ Provides control for the 2G Digilock, room temperature shims and sample insertion/eject.</li> </ul> </li> </ul>		

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		<ul style="list-style-type: none"> <li>• <b>Nano-Bay Cabinet</b> <ul style="list-style-type: none"> <li>○ Nano-Bay Stainless Steel Cabinet shielding and rear access to all sub-assemblies and cabling. (W: 0.45m x D: 0.91m x H: 0.71 m)</li> </ul> </li>   <li>• <b>2X SGU's</b> <ul style="list-style-type: none"> <li>○ Two fully broadbanded RF channels provide precise digital generation of phase (DDS), amplitude and frequency. Provides &lt;math&gt;&lt;0.01^\circ&lt;/math&gt; phase resolution and &lt;math&gt;&lt;0.005&lt;/math&gt; Hz frequency resolution. Event timing for change of phase, frequency and amplitude is just 25 ns. Each digitally controlled synthesizer is able to generate the complete frequency range from 6 MHz up to the proton frequency (and above) without any gaps. Includes wave form memory for pulse shaping of frequency, amplitude and phase, and composite-pulse decoupling generator for synchronous and asynchronous operation. Each digitally controlled synthesizer allows generation of 2 frequencies with separate phases and amplitudes within <math>\pm 2.5</math> MHz bandwidth. Pulse generation timing resolution is 12.5 ns</li> </ul> </li>   <li>• <b>BLA2BB</b> <ul style="list-style-type: none"> <li>○ BLA2BB dual broadband amplifier, including two broadband amplifiers providing up to 150 Watts X-frequency (6-163 MHz) and 50 Watts <math>^{19}\text{F}</math> or <math>^1\text{H}</math> frequency for both observe and homo/heteronuclear decoupling in both CW and high power pulse operations; all operations under computer control.</li> </ul> </li>   <li>• <b>Internal AQS Preamps <math>^1\text{H}</math>, <math>^2\text{H}</math> &amp; XBB</b></li>   <li>• <b>RXAD/2 &amp; DRU</b> <ul style="list-style-type: none"> <li>○ Quadrature detection receiving system, wide bandwidth and ultra-high dynamic range. High- performance digitizer for highly flexible data acquisition with superior digitizer dynamic range of &gt; 21 bit at 10 kHz spectral width. Digital receiver control unit (DRU) for NMR signal accumulation with real-time digital filtering in combination with oversampling technology. The fast co-processor with buffer memory ensures flexible real-time data management. Routing for automated high-speed control of channel interconnections.</li> </ul> </li>   <li>• <b>AH0206 GRASP II Electronics GRADIENT ACCESSORY</b> <ul style="list-style-type: none"> <li>○ GRASP™ accessory; high-performance Z-gradient electronics consisting of gradient control unit (GCU) and 10A amplifier.</li> </ul> </li> </ul>		
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Bidder Name:

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- **RT-DR-BF/1H-5mm-OZ**
  - 5mm X-nuclei-optimized double resonance broad banded probe designed for X- nuclei observation with 1H decoupling and <sup>1</sup>H observation. Multipurpose probe for X and <sup>1</sup>H detection.
  - Features (PA BBO BBF-H-D-05 Z O):
  - <sup>2</sup>H Lock
  - 200MHz: BB range <sup>19</sup>F, <sup>31</sup>P-<sup>14</sup>N
  - 250MHz: BB range <sup>19</sup>F, <sup>31</sup>P-<sup>14</sup>N
  - 300MHz: BB range <sup>19</sup>F, <sup>31</sup>P-<sup>97</sup>Mo
  - 400MHz: BB range <sup>19</sup>F, <sup>31</sup>P-<sup>109</sup>Ag
  - VT range -150 °C to +150 °C
  - Z gradient with 5 G/A\*cm
  - Automated tuning & matching (ATM)
  - Gas Compensation: AIR
  
- **24 inch TFT MONITOR**
  
- **PCWINACQ Windows Workstation**
  - Windows workstation with the following configuration
  - Intel Xeon™ 3GHz or faster Processor
  - 16 GB memory
  - 24-inch Flat Panel monitor
  - 1 TB Hard Drive
  - 16X max DVD±RW/CD-RW drive
  - 2 X LAN 10/100/1000 ethernet adapters
  - 104+ Keyboard
  - Scrolling Mouse, mouse pad
  - Windows 7 OS
  - One-year manufacturer's warranty on PC
  
- **TS3 Basic**
  - TopSpin features an extensive library of advanced and modern NMR experiments enabling a multitude of single- and multi-dimensional gradient pulse sequences including standard or non- uniform sampling (in arbitrary indirect dimensions). In addition, it provides a flexible framework for experimental design and pulse programming. TopSpin enables highly sophisticated automated experiments using the ICON-NMR interface, processing of 1D to 4D datasets, as applicable for high resolution or solid state NMR samples. It includes software modules for the calculation of relaxation and diffusion parameters in solution (such as DOSY), for multiplet analysis, and for the integration and deconvolution of 1D and 2D spectra. The TopSpin software package also includes NMRSIM for experiment simulation and the NMRGuide/NMR Encyclopedia library as a training tool for novice users.

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- **BSVT Control Unit**
  - Advanced Bruker Smart Variable Temperature (BSVT) control unit, with digital control module. Connects to thermocouple and heater incorporated into Bruker probes. All functions under full computer control. Temperature accuracy  $\pm 0.2$  °C (with  $\pm 1.0$  °C room temperature stability), but  $\pm 0.01$  °C within the temperature range of +15 to +35C. Controller regulator temperature limit 200 °C (400 °C with optional BVTB-3500 booster). Note: ceramic sample spinners required for high resolution VT operation. A low temperature accessory is required for operation near or below ambient temperature
  
- **Rigging 1T**
  
- **He and N2 startup**
  
- **Support and Installation**
  - Complete set of system documentation provided in BASH CDROM format.  
Complete system installation, including magnet, by qualified personnel. Standard samples will be provided by vendor on a temporary basis for meeting specifications
  
- **AH0171 SampleCase**
  - Features:
    - Convenient sample access at user height
    - Safe operation
    - 24 easily accessed sample positions
    - Random access for sequential- or batch automation
    - Unique manual push-button sample exchange
    - Supports all common sample-tubes in spinners or shuttles
    - Compatible with MAS and CryoFIT
  
- **Z42516POM Spinner standardbore shimsystems (5 mm)**
  - Plastic (POM) Spinner 5 mm, standard bore, Tmax = 80°C, quantity of 24

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		<ul style="list-style-type: none"> <li>• <b>Other Specifications:</b> <ul style="list-style-type: none"> <li>○ Must have <sup>1</sup>H, <sup>13</sup>C, <sup>19</sup>F, and <sup>31</sup>P nuclei observation.</li> <li>○ Must have HETCOR, HSQC, COSY, NOSEY, TOCSY, and ROESY capabilities</li> <li>○ Digital receiver combines the ADC and receiver modules into one unit.</li> <li>○ Stainless steel console for superior rf insulation</li> <li>○ Digital receiver offers real-time digital filtering for spectral widths up to 5 MHz.</li> <li>○ High 920 MHz IF to avoid crosstalk or interference from other spectrometers</li> <li>○ The Signal Generation Unit (SGU) generates all frequencies from 6 MHz to 1100 MHz without analog synthesizers.</li> <li>○ The SGU allows simultaneous generation of independent or synchronized pulse trains for all Rf channels.</li> <li>○ The SGU allows free assignment of any channel for the observe channel. Thus allowing flexible switching between decoupling and observation on all nuclei. This also facilitates the automatic tuning and matching without manual intervention on either the observe channel or the decoupling channels.</li> <li>○ One SGU can simultaneously generate 2 different frequencies with different phases, timings, amplitudes, and shapes.</li> <li>○ Phase stability is 0.01°</li> <li>○ Frequency resolution is 0.005Hz</li> <li>○ Each rf parameter, phase, frequency, and amplitude can be changed in 25 nsec or simultaneously in 25 nsec</li> <li>○ BSVT Variable Temperature controller is capable of monitoring gas flow to the probe and adjusting this on the fly in the event of compressed gas supply pressure changes.</li> <li>○ BBFO probe can observe <sup>19</sup>F and decouple <sup>1</sup>H and vice versa</li> </ul> </li> </ul> <p><b>SUPPORT AND INSTALLATION</b> (Include complete system installation, including magnet, by qualified personnel)</p> <p><b>AH0171 SAMPLECASE (OPTIONAL)</b></p> <p><b>Z42516 POM SPINNER STANDARDBORE SHIMSYSTEMS 5MM (OPTIONAL)</b></p> <p><b>WARRANTY</b></p> <p><b>DELIVERY / SHIPPING</b></p>		
2.	1			
3.	1			
4.	1			
5.	1			
6.	1			

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## 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
Proposal	File Type: PDF (.pdf)	Multiple	Required	
Avance III HD NMR Spectrometer (BT-06PQ)	BidTable: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this BidTable. 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 1000 MB.

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

#### Requested BidTables:

The BidTable Response Templates can be obtained at

<https://marshall.bonfirehub.com/opportunities/6824>.

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

### 2. Upload your submission at:

<https://marshall.bonfirehub.com/opportunities/6824>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Feb 26, 2018 3:00 PM EST**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** 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 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies 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>

Status	Bid/No Bid Decision	#	Item	Quantity Required	Unit Price
0	No Bid	#0-1	AVHD300N Avance III HD NMR Spectrometer 300 N	1	
0	No Bid	#0-2	Support and Installation	1	
0	No Bid	#0-3	1H0171 Samplecase (optional)	1	
0	No Bid	#0-4	Z42516 POM Spinner Standardbore Shimsystems 5MM (optional)	1	
0	No Bid	#0-5	Warranty	1	
0	No Bid	#0-6	Delivery/Shipping	1	

MU-96A

**AGREEMENT ADDENDUM**

Rev. 1/18

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** – Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Any disputes brought by Vendor arising out of the agreement and any counter-claims or cross-claims by Marshall University (“Marshall”) shall be presented to the West Virginia Legislative Claims Commission. Any disputes brought by Marshall University (“Marshall”) arising out of the agreement shall be presented in the Circuit Court of Cabell County, West Virginia, or other appropriate Court having jurisdiction over the matter.
2. **HOLD HARMLESS** – Any provision requiring Marshall to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** – The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State’s governing law.
4. **TAXES** – Provisions in the agreement requiring Marshall to pay taxes are deleted. As a State entity, Marshall is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will Marshall file any tax returns or reports on behalf of Vendor.
5. **PAYMENT** – Any reference to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** – Any provision for interest or charges on late payments is deleted. Marshall has no statutory authority to pay interest or late fees.
7. **NO WAIVER** – Any language in the agreement requiring Marshall to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** – Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, Marshall agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which Marshall may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** – Any provisions limiting Marshall’s right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** – Marshall recognizes an obligation to pay attorney’s fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** – Notwithstanding any clause to the contrary, Marshall reserves the right to assign the agreement to another State of West Virginia Agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Marshall prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** – Marshall, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor’s liability for direct damages is hereby deleted. Vendor’s liability under the agreement shall not exceed three times the total value of the agreement. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** – Marshall shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Marshall agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** – Any provision requiring Marshall to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. Marshall may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by Marshall prior to the end of any current agreement term.
16. **RENEWAL** – Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** – Any provision requiring Marshall to purchase insurance for Vendor’s property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, Marshall does recognize a right of repossession with notice.
19. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** – Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** – All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties.
22. **DELIVERY** – All deliveries under the agreement will be FOB destination unless otherwise stated in the State’s original solicitation. Any contrary delivery terms are hereby deleted.
23. **PUBLICITY** – Vendor shall not, in any way or in any form, publicize or advertise the fact that Vendor is supplying goods or services to Marshall without the express written consent of Marshall.

- 24. **UNIVERSITY MARKS** – Vendor shall not, in any way or in any form use Marshall’s trademarks or other intellectual property without prior written consent of Marshall.
- 25. **INTELLECTUAL PROPERTY** – Marshall will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising out of the agreement, and Vendor will execute any assignments of other documents necessary for Marshall to perfect such rights, provided that, for research collaboration pursuant to subcontracts under sponsored research agreements, intellectual property rights will be governed by the terms of the grant or contract to Marshall to the extent such intellectual property terms to apply to subcontractors.
- 26. **FERPA**. Vendor agrees to abide by the Family Education Rights and Privacy Act of 1974 (“FERPA”). To the extent that Vendor receives personally identifiable information from education records as defined in (FERPA), Vendor agrees to abide by the limitations on re-disclosure set forth in which states that the officers, employees and agents of a party that receives education record information from Marshall may use the information, but only for the purposes for which the disclosure was made.

**ACCEPTED BY:**  
**MARSHALL UNIVERSITY**

OFFICE OF PURCHASING

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**VENDOR**

Company Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires \_\_\_\_\_, 20\_\_\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

# 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, 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; **or**,

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.

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

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

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

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

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

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

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

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

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West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by *W. Va. Code* § 6D-1-2)

Contracting Business Entity: \_\_\_\_\_ Address: \_\_\_\_\_

Authorized Agent: \_\_\_\_\_ Address: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Contract Description: \_\_\_\_\_

Governmental agency awarding contract: \_\_\_\_\_

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

***Notary Verification***

State of \_\_\_\_\_, County of \_\_\_\_\_:

I, \_\_\_\_\_, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_



## STATE OF WEST VIRGINIA - PURCHASING DIVISION

**VENDOR REGISTRATION AND DISCLOSURE STATEMENT  
AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS  
CERTIFICATION APPLICATION**

Before a vendor is eligible to sell goods and/or services to the State of West Virginia, the *West Virginia Code* §5A-3-12 requires all vendors to have on file with the West Virginia Purchasing Division a completed Vendor Registration and Disclosure Statement. All vendors wishing to participate in the competitive bid process and receive purchase orders from the State of West Virginia exceeding \$2,500 in aggregate across all state agencies are required to complete the Vendor Registration and Disclosure Statement (WV-1 form) and pay a **\$125.00** annual fee. Payment of the annual fee includes email notifications on bid opportunities based on the commodities and services selected upon registering in the Vendor Self-Service (VSS) portal at [wvOASIS.gov](http://wvOASIS.gov). Please complete this form in its **ENTIRETY** and return it with a check or money order made payable to the **STATE OF WEST VIRGINIA** in the amount of **\$125.00**. Incomplete forms will not be processed and will be returned to the vendor. Please send completed form and payment to:

**Purchasing Division - Vendor Registration  
2019 Washington Street East  
Charleston, WV 25305-0130**

Whenever a change occurs in the information submitted, such change shall be reported immediately in the same manner as required in the original disclosure statement (*West Virginia Code* §5A-3-12). Vendors doing business with the State of West Virginia are expected to abide by the **Vendor Code of Conduct** available online at [www.state.wv.us/admin/purchase/vrc/vendorconduct.pdf](http://www.state.wv.us/admin/purchase/vrc/vendorconduct.pdf).

**Privacy Notice:** The Purchasing Division is required to collect certain information as stated in *West Virginia Code* §5A-3-12, other applicable sections of the *West Virginia Code*, the Vendor Registration and Disclosure Statement forms, and other documents to facilitate the state bidding and contract administration processes. This information is stored in a secure environment, but unless specifically protected under state law, any information provided may be inspected by or disclosed to the public.

Vendors are also required to be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or other state agencies or political subdivisions. Failure to do so may result in delay of or disqualification from a contract award pursuant to *West Virginia Code of State Rules* §148-1-6.1.7.

Should you need additional information relating to vendor registration, please visit [www.state.wv.us/admin/purchase/VendorReg.html](http://www.state.wv.us/admin/purchase/VendorReg.html). Questions concerning this Vendor Registration and Disclosure Statement may be directed to the Purchasing Division at (304) 558-2311.

# VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION  
To Be Completed by the Vendor and Returned to the Purchasing Division

1. **Legal Name of Company/Individual** \_\_\_\_\_

**Bidding Address** \_\_\_\_\_

**Ordering Address** \_\_\_\_\_

**Payment Address** \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Principle Contact Person \_\_\_\_\_ E-mail \_\_\_\_\_

Contact's Telephone Number \_\_\_\_\_ Contact's Fax Number \_\_\_\_\_

**DBA, if any** \_\_\_\_\_

**Bidding Address** \_\_\_\_\_

**Ordering Address** \_\_\_\_\_

**Payment Address** \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Principle Contact Person \_\_\_\_\_ E-mail \_\_\_\_\_

Contact's Telephone Number \_\_\_\_\_ Contact's Fax Number \_\_\_\_\_

**2. Vendor Tax Classification:**

- Individual
- Sole Proprietor
- Partnership
- Corporation
- Board Member
- Trust
- Estate

- Government
- Medical Corporation
- Attorney Corporation
- Non-Profit Organization
- Payroll
- Employee

## VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION  
To Be Completed by the Vendor and Returned to the Purchasing Division

**3. Taxpayer Identification Number (TIN):** If you have an Identification Number, enter it below. All partnerships, corporations, or companies with employees must have an EIN.

EIN

If you do not have a EIN, please enter Social Security number (SSN), Individual Taxpayer Identification Number (ITIN) or Adoptive Identification Number (ATIN) and check the correct below.

- (SSN , ITIN , ATIN )

#### 4. (A) *Small, Women-Owned, Minority-Owned Businesses*

**West Virginia Code** §5A-3-59 establishes a procurement certification program in West Virginia for small, women-, and minority-owned businesses. Requirements related to the certification program are provided in the **West Virginia Code of State Rules** §148-2-1 et seq. Note that this certification provides nonresident vendors preference that is equivalent to competing resident (West Virginia) vendors that have applied for resident vendor preference, in accordance with **West Virginia Code** §5A-3-37. This certification may assist resident small, women-, and minority-owned businesses when soliciting business in other states. If you are renewing your two-year SWAM business certification status, please indicate the appropriate designation below.

#### Certification of Status *(Check all those which apply)*

- Minority-owned Business** [1] means a business concern that is at least fifty-one percent owned by one or more minority individuals or in the case of a corporation, partnership, or limited liability company or other entity, at least fifty-one percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.
- A “minority individual” means an individual who is a citizen of the United States or a noncitizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:
    - **African American** means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
    - **Asian American** means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands, including, but not limited to, Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
    - **Hispanic American** means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
    - **Native American** means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

## VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION  
To Be Completed by the Vendor and Returned to the Purchasing Division

- Small Business** [2] means a business, independently owned or operated by one or more persons who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, which, together with affiliates, has two hundred fifty or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.
- Women-owned Business** [3] means a business concern that is at least fifty-one percent owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least fifty-one percent of the equity ownership interest is owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law.

### (B) Other Federal Designations

Additionally, by providing the following information, I represent that this enterprise is a small business as defined by the **Code of Federal Regulations**, Title 13, Part 121, as appended - which contains detailed industry definitions and related procedures - and/or the characteristics of the enterprise's control, operation and/or ownership are accurately reflected in the information provided. *Check all that apply.*

- Disabled Small Business Ownership [4]
- Veteran Small Business Ownership [5]

**5. Commodity Codes:** You may register for commodity codes for the products and services that you offer, which will provide you with bid opportunity alerts and notifications should you become a paid registered vendor. To perform this function, visit the Vendor Self-Service (VSS) Portal at **wvOASIS.gov**.

**6. List the name, title, city and state of residence for all owners/officers.** If the vendor is an **individual**, list his or her name and city and state of residence, and, if he or she has associates or partners sharing in his or her business, list their names and city and state of residence. If the vendor is a **firm**, list the name and city and state of residence of each member, partner or associate of the firm. If the vendor is a **corporation** created under the laws of this state or authorized to do business in this state, list the names and city and state of residence of the president, vice president, secretary, treasurer and general manager, if any, of the corporation; and the names and city and state of residence of each stockholder of the corporation owning or holding at least ten percent of the capital stock thereof. Attach an additional sheet if space is needed.

**Name**

**Position**

**City and State of Residence**

If the vendor has only one owner/officer, list the name, position, and city and state of residence above and please initial here: \_\_\_\_\_

## VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

**PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION**  
*To Be Completed by the Vendor and Returned to the Purchasing Division*

7. List the name and telephone number of one or more banking institutions to serve as reference for the vendor.

8. What is the latest Dun & Bradstreet number and rating on the vendor? \_\_\_\_\_

9. Is the vendor acting as an agent for some other individual, firm or corporation? If yes, attach statement of the principal authorizing such representation.  No  Yes

By signing below and submitting this form, the vendor certifies and acknowledges that: 1) it has obtained all licenses, certifications, and authorizations necessary to lawfully conduct business in the state of West Virginia; and 2) that the assertions made by completing this form and delivering it to the Purchasing Division are accurate and true in accordance with the applicable law and rules. As authorized agent of the vendor named herein, I do solemnly swear that the above information is true and complete, in accordance with **West Virginia Code §5A-3-12(e)**.

In the event that the vendor is applying for certification as a small, women-, or minority-owned business, the vendor's signature below further certifies that: 1) the state in which the vendor has its headquarters or principal place of business does not deny a like certification to a West Virginia based small, women-owned, or minority-owned business; 2) the state in which the vendor has its headquarters or principal place of business does not provide a preference to small, women-owned, or minority-owned firms that is unavailable to West Virginia based businesses; and, 3) that it has read and understands this form, along with the law and rules governing certification as a small, women-owned, or minority-owned business.

\_\_\_\_\_  
*Authorized Agent of Vendor (Print Name)*

\_\_\_\_\_  
*Authorized Agent (Signature)*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

**PURCHASING DIVISION  
USE ONLY**

Vendor ID: \_\_\_\_\_

Check No. : \_\_\_\_\_

Memo No. : \_\_\_\_\_

Date: \_\_\_\_\_

Entered by: \_\_\_\_\_