



<b>Purchase Order</b>		 <p>Marshall University Office of Purchasing One John Marshall Drive Huntington WV, 25755-4100 Direct all inquiries regarding this order to: (304) 696-2822</p>			<b>Purchase Order #</b>  MU18WTRT		
TO:		Vendor Code:		Ship to:		THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS PRESENTED ON PAGE TWO HEREOF AND AS SET FORTH HEREIN	
GE BETZ, INC dba GE WATER AND PROCESS TECHNOLOGIES 4636 SOMERTON RD TREVOSE PA 19053 FEIN: 23-1503731      PH: 281-380-2844		Room #		WVFIMS Account #:			
P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	Contract #	
9/18/17	2018	HRS					
<b><u>CONTRACT ACCEPTANCE</u></b>  On behalf of the Governing Board, MARSHALL UNIVERSITY hereby accepts the quotation of <u>GE BETZ, INC</u> <u>dba GE WATER AND PROCESS TECHNOLOGIES</u> signed by <u>B. Jayson Henry</u> Title <u>Commercial Operations Manager</u> on <u>August 21, 2017</u>  Approved as to form this _____ day of _____, 2014 Patrick Morrissey, Attorney General By: <u>n/a</u> Chief Counsel  Water Treatment Program - Option 1 Effective: September 20, 2017 to September 19, 2018 with four (4) optional renewals  THIS ORDER IS EXEMPT FROM ALL SALES TAX LIMIT EACH INVOICE TO A SINGLE PURCHASE ORDER NUMBER							
Line No.	Fund	Org.	Account	Encumber Amount	Total: <span style="border: 1px solid black; padding: 5px; display: inline-block;">Open End</span>		
1.	various	various	70257	Open End			
2.							
3.							
4.							
Mail Original Invoice and 1 Copy to: Marshall University Accounts Payable One John Marshall Drive Huntington, WV 25755-4500					 Authorized Signature		
					10-4-17 Date		

## **A. Scope of Work**

GE Water and Process Technologies, "Contractor", will provide the water treatment program to include boiler systems, cooling towers, hot water loops, chilled water loops and Glycol loops. In addition, the water treatment program will include all chemical products, any required equipment, and professional consulting service to improve program safety, reduce risk, reduce fuel and electrical consumption; improve repair and maintenance costs, provide training for maintenance on implementation and control of the program, provide professional service, monitor program results and communicate recommendations to University personnel.

Contractor shall furnish all necessary facilities, personnel, and any equipment for the performance of the work under contract.

Contract term is September 20, 2017 to September 19, 2018, with four (4) optional yearly renewals. Purchase Orders will be released against the contract for Fiscal Year Periods effective July 1<sup>st</sup> thru June 30<sup>th</sup>.

## **B. Contract Provisions**

### **1. Qualifications**

Contractor shall be primarily engaged in selling water treatment chemicals and services for boiler and cooling systems.

### **2. Vendor Representatives**

Contractor shall appoint two members of its company to represent the company in dealings with Marshall University. Representatives must be safety trained and certified in chemical handling associated with water treatment.

*Primary: Joe Gollie, Lead Account Manager; 859-310-1361; [joe.gollie@ge.com](mailto:joe.gollie@ge.com); Lexington, KY 40502*

*Secondary: Max Brefeld, Lead Account Manager; 502-545-3907; [max.brefeld@ge.com](mailto:max.brefeld@ge.com); Georgetown, KY 40324*

*Steve Hutton, 513-312-0011; [steven.hutton@ge.com](mailto:steven.hutton@ge.com); Cincinnati, OH 45241*

Field service engineers are available any time to assist the University in the event of a system failure, control problem, or testing inconsistency.

On-call field service representatives can be contacted by any of the Marshall University maintenance staff. Representatives shall respond immediately to these calls, either by providing information resolving the problem, or by making a physical visit to the site. Cell phone and beeper numbers for assigned field engineers and alternates familiar with the systems will be maintained in the Physical Plant Operations office.

University shall provide one person to go with vendor.

### **3. Training**

Training of maintenance personnel shall be provided at no cost to the University whenever it is required.

*GE account managers regularly perform one-on-one training with plant maintenance personnel. Group training will be done upon request. GE holds an annual customer training seminar at Oglebay in Wheeling WV. Summary of training materials available.*

#### **4. Operator Manuals**

*Boiler and cooling water contingency plans and Operator test procedure manuals will be provided where necessary. Marshall University's manuals are kept in the Maintenance Library located in the Assistant Directors office.*

#### **5. Reporting**

*Contractor shall provide to owner bi-weekly reports due 3 days after inspections. GE will comply with all service and reporting requirements.*

Contractor shall provide bi-weekly service visits to the MU campus and will submit printed service reports to university management and maintenance personnel as required. These reports will review the condition of each system, detail the water analysis, prescribe necessary changes and adjustments, and note current installed chemical inventories.

Contractor shall provide a written statement of the condition of all equipment made available for inspection

The Contractor must present a yearly review of the treatment program and a final review ninety, (90) days prior to the expiration of the contract. Contractor's representative shall meet at these times with the designated representatives of the University to discuss all treatment programs, their effectiveness, and future objective.

#### **6. Chemical Storage, Drum Handling and Disposal**

To reduce the University's risk associated with drum handling, all product deliveries shall be made to the point of feed. Plastic and mild steel drums of any size are not acceptable. 5-gallon pails are not acceptable for biocides. To eliminate chemical handling by site personnel, all products must capable of being fed neat (without dilution or contact) by our operators.

Chemical transport equipment must comply with DOT requirements for transporting hazardous material. *GE's mini-bulk truck drivers utilize vacuum pumps to unload small chemical quantities directly into tanks at the customer site. These deliveries will be hands-off for the university and will generate no container waste. Chemical drums that are used for cooling and boiler applications will be delivered to the university by a freight truck to the address as provided by the University. Chemical delivery options are available.*

#### **7. Control Systems**

Contractor shall have the capability and experience to provide and install automated control systems that allow remote monitoring and adjusting of cooling and boiler systems. These systems also provide automatic call-outs to our home office and to the assigned representative when a system goes out-of-limits or a failure occurs. *GE has a dedicated equipment group with field professionals for the installation of feed systems. GE has several patented feed systems that allow for precise control of chemicals and online process monitoring where operator staff is not available to test systems regularly. Facts sheets are provided.*

## 8. MSDS Sheets

Material Safety Data Sheet shall accompany all first time orders and the Contractor shall operate an in house 24-hour, 7 day per week emergency phone number for emergency information regarding chemical spills and/or accidents involving your products. *All Safety Data Sheets are GHS compliant and can found both at <https://www.gewater.com/msds/msds-material-data-safety-sheets#> and in the Appendix. An emergency response team can be reached 24/7 at the number found in section 1 of the MSDS (phone: 800 877 1940).*

## 9. Delivery and Inventory

*Delivery of water treatment supplies will be made between the hours of 8:00 am and 5:00 pm. Monday through Friday. Deliveries are typically made anywhere between 3 and 14 business days depending on the items ordered. Emergency orders can be made next day but additional shipping charges may apply if order is not the result of an error made by GE. A 24-hour response time for feed equipment failure is typical after it is determined that university maintenance cannot be utilized via phone to resolve the issue. GE representatives carry replacement parts for many of the issues encountered in the field with pumps and controllers.*

## 10. Agreement Addendum (WV96 form)

Terms and conditions for your company's products and services will include our WV96 agreement addendum. *Signed Agreement Addendum included. Replaced with MU96 form*

## 11. Conduct

If the conduct of any employee of the Contractor is adjudged a nuisance to the Owner or considered detrimental to the work, the Contractor shall order such employee or party removed immediately from the grounds. *GE agrees to comply with all mandates in this section*

## 12. Protection of Property and Personnel

The Contractor shall take proper and adequate measures for the protection of all property and personnel while in the performance of work included in this proposal. Contractor shall be held responsible for the protection of all walks, drives, grounds, and building and glass surfaces. Any damage will be repaired at the expense of the Contractor. *GE agrees to comply with all mandates in this section*

## 13. Guarantee

The Contractor shall guarantee the material and workmanship against defect due to faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work. Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The Contractor shall replace such defective materials, equipment, or workmanship without cost to the Owner within the stipulated guarantee period.

*Vendor warrants that the Goods shall conform to Vendor's specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Vendor's written instructions; and that the Services will be performed with the degree of skill which can reasonably be expected from a Vendor engaged in a comparable business and providing comparable services under comparable circumstances. Under no circumstances do Services include the operation, inspection or maintenance of Buyer's systems or acting as a licensed operator as defined by local regulatory authorities. The foregoing warranties are valid: (a) for Chemicals, the earlier of, the shelf-life of the*

*product, or six (6) months from their date of delivery or the provision of Services; (b) for Consumables, including Filters and Membranes, twelve (12) months from their date of delivery, (c) for Goods other than Chemicals and Consumables, the earlier of, fifteen (15) months from receipt, or twelve (12) months from start-up/first use; d) for Software, nine (9) months from the date of receipt.*

#### **14. Inspections by University**

Items or services may be tested and/or inspected for compliance with specifications. Items not in conformance with specifications may be rejected and returned at Contractor's expense. Failure to meet program goals may result in termination of contract with 30 days' notice.

*Vendor agrees that items or services may be tested and/or inspected for compliance with specifications. Items not in conformance with specifications may be rejected and returned at vendor's expense and that failure to meet program goals may result in termination of contract with 30 days' notice.*

#### **15. Chemicals**

Chemicals used for water treatment must comply with all EPA, NC and DOT requirements, including packaging and labeling. The submitting vendor shall include MSD sheets and product bulletins/fact sheets with initial proposal for review.

A complete line of corrosion inhibitors, deposit control agents, and biocides appropriate to the requirements of the MU HVAC systems have been developed for use at Marshall University.

*GE Water and Process Technology Chemical products comply with all state and federal regulations. Product Fact Sheets and Safety Data Sheets for proposed products are included in the Appendix.*

*The Value Generation Plan (VGP) process is our basis for delivering a best-in-class service program. Other Information included by reference.*

Pricing:

Beginning 1 year following the contract start date, price shall be adjusted by the greater of: (i) 2%; or (ii) a combination of two BLS indices in which 50% of the payment amount shall be adjusted by an amount equal to the 12-month moving average change of the BLS Index: Index for Chemicals and Allied Products (WPU06) and 50% of the payment amount shall be adjusted by an amount equal the prior 12-month moving average change of the BLS Index: Index for Total Private Average Hourly Earnings of Production – Workers Not Seasonally Adjusted (CEU0500000008). Both indices are reported monthly by the US Dept. Labor Statistics - monthly for PPI & quarterly for CEU. In the event, either index is no longer available, both parties will agree on the suitable replacement from the BLS reported indices reflecting similar inflationary/deflationary changes.

Hyperinflation

Notwithstanding any existing agreement, GEWPT reserves the right to increase billing amounts based on increases in the price of base components for the chemicals listed in this Quotation, where the increase in price of such base components is due to increased global demand, limited supply, temporary product shortages, allocation of supply, or other such similar inflationary pressures. Such price changes may be reversed as the inflationary pressures change. Upon request, GEWPT will provide documentation in support of such price increases.

<b>1-Cooling Tower Treatment</b>	<b>Corrosion/Inhibitor</b>	<b>Biocide 1</b>	<b>Biocide 2</b>	<b>Total Cost per pound</b>
GE Water Option 1	3.15	BLEACH bought by MU		3.15
GE Water Option 2	2.32	BLEACH bought by MU		2.32

<b>2-Boiler Treatment</b>	<b>Product 1</b>	<b>Product 2</b>	<b>Product 3</b>	<b>Product 4</b>	<b>Total Cost per pound</b>
GE Water Option 1	3.97	2.33			6.3
GE Water Option 2	2.73	2.3	2.22		7.25

<b>3-Loop Treatment</b>	<b>Hot Loop</b>	<b>Cold Loop</b>	<b>Total per pound</b>	<b>Hot Closed</b>	<b>Cold Closed</b>	<b>Cost per 1000 Gal</b>
GE Water	2.99	2.99	5.98	62.34	93.51	155.85

<b>4-Glycol</b>	<b>Ethylene Glycol</b>	<b>Propylene Glycol</b>	MU to acquire thru outside vendor
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	<b>1- Cooling Tower</b>	<b>2- Boiler</b>	<b>3- Loop</b>	<b>Total</b>
	<b>cost per pound</b>	<b>cost per pound</b>	<b>cost per pound</b>	<b>cost per pound</b>
GE Option 1	3.15	6.3	5.98	15.43
GE Option 2	2.32	7.25	5.98	15.55

## **LIFE OF CONTRACT PAGE**

**LIFE OF CONTRACT:** This contract becomes effective on September 20, 2017 and extends until September 19, 2018 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 shall 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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## Section 2 – Proposed Treatments

GE has presented two options below for the treatment of the boiler and cooling water systems. Both options will require delivery of chemical drums to the University and disposal thereof after they are empty. However, option 1 utilizes more mini-bulk truck deliveries and our Redi-feed technology to reduce drum deliveries and waste. The following statements apply to both options 1 and 2:

- *All MiniBulk tanks are included in contract price.*
- *Redi-feed systems, pumps, and other equipment must be purchased separately.*
- *Bleach and Glycol will be managed/monitored by GE but not provided. Marshall University can obtain better rates by going through a local commodity vendor such as Brenntag for these products.*

### Option 1: Limited drum delivery using Redi-feed technology

GE has responded to the growing concern around maintenance personnel dealing with liquid chemicals at their sites. The frequent movement of large drums creates the potential for injury and chemical spills. GE has solved this issue with their Redi-feed technology that allows dry chemical canisters to be substituted for liquid chemical drums (see attached).

Below is a summary of how the use of MiniBulk and Redi-feed (shipped in a box by UPS) will greatly reduce the number of drums shipped to the site:

#### **Cooling Tower Treatments**

	Scale and corrosion inhibitor	Delivery Method	Biocide	Delivery Method
John Drinko Library	Gengard GN8208	minibulk	Bleach	55 gallon drums
Smith Hall	Gengard GN8208	minibulk	Bleach	55 gallon drums
Fine Arts	Continuum AT902	Redi-feed	Spectrus OX903	Redi-feed
Science Hall	Continuum AT902	Redi-feed	Spectrus OX903	Redi-feed
Biotech	Gengard GN8208	minibulk	Bleach	55 gallon drums
Student Center	Continuum AT902	Redi-feed	Spectrus OX903	Redi-feed
Applied Engineering	Gengard GN8208	minibulk	Bleach	55 gallon drums
Jenkins Hall	Continuum AT902	Redi-feed	Spectrus OX903	Redi-feed

**Boiler Water Treatments**

	Scale and Corrosion inhibitor	Delivery Method	Oxygen Scavenger	Delivery Method
Henderson Center	Optiguard MCA623	Mini-bulk	Cortrol IS104	55 gallon drum
Biotech	Optiguard MCA623	Mini-bulk	Cortrol IS104	55 gallon drum
Old Main	Optiguard MCA623	55 gallon drum	Cortrol IS104	55 gallon drum
Science Hall	Optiguard MCA623	Mini-bulk	Cortrol IS104	55 gallon drum

**Hot Water Boiler and Closed Loop Treatments**

GE also offers dry pucks for chiller and hot water boiler systems. These will eliminate the need to deliver or carry heavy pails of liquid inhibitor to various feed locations. An expansion tank or shot feeder is needed to dose this product. The \$/lb for these are included in the pricing sheet.

**Option 2: Drums and MiniBulk**

This option will utilize more drum deliveries and less mini-bulk truck deliveries (no Redi-feed) to get chemical to the point of feed.

**Cooling Tower Treatments**

	Scale and corrosion inhibitor	Delivery Method	Biocide	Delivery Method
John Drinko Library	Gengard GN8144	55 gallon drums	Bleach	55 gallon drums
Smith Hall	Gengard GN8144	55 gallon drums	Bleach	55 gallon drums
Fine Arts	Gengard GN8144	55 gallon drums	Bleach	55 gallon drums
Science Hall	Gengard GN8144	55 gallon drums	Bleach	55 gallon drums
Biotech	Gengard GN8144	55 gallon drums	Bleach	55 gallon drums
Student Center	Gengard GN8144	55 gallon drums	Bleach	55 gallon drums
Applied Engineering	Gengard GN8144	55 gallon drums	Bleach	55 gallon drums
Jenkins Hall	Gengard GN8144	55 gallon drums	Bleach	55 gallon drums

**Boiler Water Treatments**

	Oxygen Scavenger	Delivery Method	Internal Treatment	Delivery Method	Neutralizing Amine	Delivery Method
Henderson Center	Cortrol IS104	Minibulk	Solus AP24	Minibulk	Steamate NA2140	Minibulk
Biotech	Cortrol IS104	55 gallon drums	Solus AP24	55 gallon drums	Steamate NA2140	55 gallon drums
Old Main	Cortrol IS104	55 gallon drums	Solus AP24	55 gallon drums	Steamate NA2140	55 gallon drums
Science Hall	Cortrol IS104	55 gallon drums	Solus AP24	55 gallon drums	Steamate NA2140	55 gallon drums

***Hot Water Boiler and Closed Loop Treatments***

The \$/lb for CorrShield NT4201 (concentrated liquid) product will be provided in the pricing sheet.

## Section 8 – Terms and Conditions of Sale

1. **EXCLUSIVE TERMS AND CONDITIONS:** Together with any other terms the Parties agree to in writing, these Terms and Conditions of Sale including applicable Exhibits of Additional Terms and Conditions form the exclusive terms ("Agreement") whereby Buyer agrees to purchase, and Seller agrees to sell Goods and provide advice, instruction and other services in connection with the sale of those Goods ("Services"). Notwithstanding any provisions communicated in any way by Buyer to Seller prior to this Agreement including any terms contained in any request for quote by Buyer, Buyer agrees that this Agreement will control the relationship by accepting Goods and Services from Seller, even if Buyer sends to Seller other terms and conditions to which Seller may not respond.
2. **BUYER OBLIGATIONS:** Seller will not control the actual operation of either Buyer's systems or Goods at the site, and unless otherwise specifically agreed in writing, installation of Goods shall be the responsibility of Buyer. Goods and Services provided hereunder are based upon the information Buyer makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of Goods unless precluded by limitations (including, but not limited to actual space and feedwater/substance quality specifications) specified by Buyer in writing at the time an order is placed. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the Goods and Services due to changes in feedwater/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Buyer and become apparent at a later date. For Services to be accurate and Goods to work as intended, Buyer must fulfill the following obligations ("Obligations"): (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Buyer's site conditions, systems, related equipment and processes, feedwater or other substances to be treated or measured with the Goods, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Goods; (b) operate all related systems and the Goods within the agreed to control parameters or, if none, within industry customary operating conditions; (c) maintain all related systems and Goods in good operating condition and repair; and (d) maintain and handle Goods in a proper and safe manner. If Buyer fails to fulfill the foregoing Obligations, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Buyer in writing, and Seller shall have no liability for any loss, damage or injury which Buyer may sustain or for which Buyer may be liable. Buyer is solely responsible for the operation of Buyer's systems, including ensuring that the systems are operated and maintained properly and comply with all laws, rules, regulations, license conditions and orders. Seller will not operate, inspect or maintain Buyer's systems or act as a licensed operator as defined by local regulatory authorities. Buyer shall not sell or permit the use of the Goods in connection with any nuclear installation or activity without the prior written consent of the Seller. Seller shall have no liability whatsoever for any nuclear or other damage, injury or contamination arising in connection with any such sale or use. Buyer shall be responsible for using or disposing of all Goods, including the empty packaging in which Goods were contained once delivered to Buyer and where applicable such disposal should be pursuant to Section 8 herein. Buyer shall maintain all risk property and boiler and machinery breakdown insurance covering the full replacement value of Buyer's site, systems and related equipment, together with business interruption coverage, which includes a waiver of subrogation in favor of Seller and its affiliates. Prior to commencement of any work under this Agreement, and not less than annually thereafter during the Term of this Agreement, Buyer shall deliver to Seller a certificate(s) of insurance and copy of waiver of subrogation endorsement evidencing that the foregoing insurance is in full force and effect. Seller shall maintain types and amounts of insurance against loss or damage and such other risks as customarily insured against by businesses whose operations are comparable to those of the Seller. Seller shall not be obliged to add Buyer or any other third party as an additional insured under Seller's title policies.
3. **DELIVERY:** All delivery designations are INCOTERMS 2010. Title and risk of loss or damage to Goods as well as containers and tanks in which Goods are contained, except as provided for in Section 8 of this Agreement, shall pass to Buyer upon Seller making the Goods available to Buyer for collection at Seller's premises. Delivery dates indicated by Seller are only approximate. Quotations and proposal drawings provided by Seller show only general style, arrangement and approximate dimensions and weight.
4. **PAYMENT AND PRICES:** Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller's invoice. If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller, without any liability and without being subject to any penalties that may be applicable as negotiated with Buyer, may decline to make deliveries of Goods or provide Services except on receipt of satisfactory security. The prices quoted herein do not include taxes. Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale of delivery of any products or services furnished hereunder. Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities if applicable. For multi-year agreements, pricing stated shall remain firm for twelve (12) months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Buyer's country and which shall be notified to Buyer. Unless otherwise specified, all prices are Incoterms 2010 EXW Seller's premises as of where Goods will be shipped to Buyer. Buyer agrees to reimburse Seller for collection costs, including two percent (2%) interest per month, not to exceed the maximum amount permitted by applicable law, should Buyer fail to timely pay. Buyer shall have no rights to any setoffs of any nature relating to any payments due under the Agreement. Notwithstanding the terms set forth herein or of any agreement or acceptance of Seller's quotation, Seller reserves the right at any time and from time to time by notice in writing to the Buyer to (a) increase Prices (or impose temporary price adjustments) based on increases in the cost of base components for the Goods or Services provided, where the increase is due to increased global demand, limited supply, temporary product shortages, allocation of supply, or such other similar inflationary pressures; and (b) impose a surcharge equal to any increase in the cost of the Goods or Services as a result of a modification of exchange rates, taxes or other levies imposed by public authorities.
5. **PAYMENT FOR EXCESSIVE USAGE; LOST AND DAMAGED GOODS:** If payment for Goods is based on some factor other than the actual amount of Goods delivered (e.g., payment is for a fixed amount, or based on usage or production), then Buyer agrees to pay for all Goods (a) consumed as a result of Buyer's failure to comply with Obligations as set forth in Section 2; or (b) lost or damaged after delivery to Buyer. Buyer shall provide Seller all information necessary to calculate amounts due and enable Seller to audit those records.
6. **CONSIGNEE GOODS:** Buyer shall bear all risk of loss and damage to all consigned Goods in Buyer's possession or control, notwithstanding Buyer's exercise of reasonable care. Seller shall have the right to enter Buyer's premises at all reasonable times to inspect such Goods and related records. Upon request, Buyer agrees to return such Goods to Seller pursuant to Seller's shipping instructions.
7. **LIMITED WARRANTIES:** Seller warrants that the Goods shall conform to published specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Seller's written instructions; and that the Services will be performed with the degree of skill which can reasonably be expected from a seller engaged in a comparable business and providing comparable services under comparable circumstances. Under no circumstances do Services include the operation, inspection or maintenance of Buyer's systems or acting as a licensed operator as defined by local regulatory authorities.
8. Unless otherwise provided in any Warranty Schedule that may be attached hereto, the foregoing warranties are valid: (a) for Chemicals, the earlier of, the shelf-life of the product, or six (6) months from their date of delivery or the provision of Services; (b) for Consumables, including Filters and Membranes, twelve (12) months from their date of delivery, (c) for Goods other than Chemicals and Consumables, the earlier of, fifteen (15) months from receipt, or twelve (12) months from start-up/first use; d) for Software, nine (9) months from the date of receipt. Unless expressly agreed in a "Performance Warranty Document" signed between the parties on a separate basis, there is no performance warranty on Goods and Services or warranty on process results. For Goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Goods or Services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming Goods or refund of purchase price of the non-conforming Goods; and (b) re-performance of the Services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Goods may not be returned to Seller without Seller's written permission. Seller will provide Buyer with a "Return Material Order" number to use for returned goods. Buyer, as the original Buyer, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.
9. **USE OF EQUIPMENT, TANKS, AND CONTAINERS:** Semi-bulk containers (SBCs) owned by Seller shall be used only for the storage of Goods approved by Seller and Buyer shall return to Seller all SBCs owned by the Seller in an "empty" condition, as defined by appropriate transport or environmental regulations. Title to, and risk and ownership of, all equipment, product containers (e.g., pails, drums, recyclable intermediate bulk containers "IBC"), and tanks supplied to Buyer shall pass to Buyer as provided for in Section 3 of this Agreement, except that returnable SBCs shall remain property of Seller, unless otherwise stated in Seller's documentation.
10. **COMPLIANCE WITH LAWS; PERMITS:** Buyer is responsible for compliance with all laws and regulations applicable to the operation of its systems and to the storage, use, handling, installation, maintenance, removal, registration and labeling of all Goods from and after Buyer's receipt of the Goods, as well as for the proper management and disposal of all wastes and residues associated with the Goods (including but not limited to containers, excess or off-spec product, testing wastes (e.g., spent or expired lab reagents and test kits) and signing manifests for waste transport and disposal. Buyer agrees to ensure that all Goods and Services provided to Buyer for export are exported only in compliance with applicable export control laws and regulations. Permits and licenses which are required to operate apparatus or equipment or to use the Goods, shall be procured by Buyer at Buyer's sole expense. Buyer shall be responsible for and procure all permits, licenses, exemptions, authorizations and approvals necessary to the operation of its systems, including but not limited to permits related to liquid and solid waste handling and discharge, air and water emissions, sound, safety, etc. Seller shall not be liable if any such permit, license, exemption, authorization or approval is delayed, denied, revoked, restricted, violated or not renewed and Buyer shall not be relieved thereby of its obligations to pay Seller in accordance with this Agreement. The sale of Goods and Services is subject to compliance with all applicable laws, including trade control laws. This requirement survives the expiry or termination of this Agreement. Buyer agrees that any export, re-export, diversion, or trans-shipment of the Goods (including software and technical data) to any entity or destination other than provided for in this Agreement will be in accordance with all applicable laws.
11. **FORCE MAJEURE:** Neither party will be responsible to the other (and no event of default will be deemed to have occurred) if uncontrollable events make it impracticable or commercially unreasonable for either party to perform under the terms of this Agreement, provided no force majeure shall apply to Buyer's obligation to pay in a timely manner for Goods and Services. Scheduled delivery dates are subject to extension when a force majeure event occurs.
12. **CONFIDENTIALITY AND INTELLECTUAL PROPERTY:** Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied



or developed under this Agreement, subject to Buyer's right to use such drawings and data for its own use without additional cost. Buyer acknowledges that Seller is in the business of selling the Goods subject to this Agreement and agrees that it will not file patent applications on the Goods, or processes and methods of using the Goods, without Seller's express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its customers based upon purchase and use of such Goods. Buyer shall be fully liable for any infringement of patent rights of third parties arising out of the products supplied hereunder where the construction, and other characteristics of such products including modification of the Goods and Services, is prescribed to the Seller, or completed independently, by the Buyer or agent(s). Buyer shall fully defend and indemnify the Seller in case of such claim(s). Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive and terminable license to use the object code of such software for the term of this Agreement. Buyer agrees not to export, copy (except that Buyer may make one copy for backup purposes), sub-license, translate, transfer, reverse engineer, or decode the software. Single user versions of software may be used on one CPU. LAN/WAN versions may be used on a single server with only the number of concurrent users as agreed to by the parties. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller upon termination of this Agreement, or the material breach of the terms in this section. Buyer shall defend and indemnify Seller in respect of any claim or liability suffered by Seller in connection with infringement of any third party rights based on design, specifications or requirements prescribed by Buyer or its agent.

13. **LIMITATION ON LIABILITY:** Except where expressly communicated to Seller, Seller shall have no liability for incompatibility of Goods with Buyer's actual space or design limitations. To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Goods or Services shall not exceed the annual contract value of this Agreement. Seller shall not be liable for any advice, instruction, assistance or any services that are not required under this Agreement or for which Seller does not charge Buyer. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement or increased operating costs, lost or decreased production, claims of Buyer's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Buyer is supplying, or otherwise making available, Seller's Goods or Services to a third party, Buyer agrees to protect, defend, indemnify and hold Seller, its corporate subsidiaries and affiliates, and their respective officers, directors, employees and agents, free and harmless from and against any and all losses, expenses, liabilities, claims, demands, causes of action, suits or other litigation, arising out of or related to Seller's Goods or Services provided by the Buyer to a third party, including but not limited to products or services that may be related to Seller's Goods or Services. Seller's liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Agreement, before expiration of any statute of limitations or other legal time limitation but in no event later than five (5) months after expiration of such warranty period. For purposes of this section "Seller" shall include Seller, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, individually or collectively.
14. **INDEMNIFICATION:** Seller shall indemnify and hold harmless Buyer from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Seller or its officers, agents, employees, and/or assigns while engaged in activities under this Agreement. Buyer shall likewise indemnify and hold harmless Seller from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Buyer, its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by the joint or concurrent negligence of Seller and Buyer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Article: (i) "Third party" shall not include Buyer or any subsequent owner of the Goods or Services, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Goods is "third party property". Buyer expressly acknowledges that the limited or excluded warranties or liabilities stipulated herein and waivers of actions against Seller deriving from the same, are also stipulated in favor of Seller's insurers.
15. **CONFLICTS; SURVIVAL, ASSIGNMENT, NO THIRD-PARTY BENEFICIARY RIGHTS:** If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. None of the parties hereto may assign its rights or delegate its obligations under this Agreement without the written consent of the other party hereto. Except as specifically set forth above in Section 12 entitled "Limitations on Liability", if this Agreement and all of the provisions hereof shall be binding upon and inure only to the benefit of the parties hereto and their respective successors and permitted assigns, and no other party, including any

employee or creditor of any party hereto or any affiliate thereof, shall have any rights or obligations hereunder.

16. **EMERGENCIES:** If the safety of Seller's personnel is threatened or likely to be threatened by circumstances outside the reasonable control of Seller, including but not limited to war, armed conflict, civil unrest, riots, terrorism, kidnapping, presence of or exposure to hazardous materials, unsafe working conditions, or by the threat of such circumstances or a lack of adequate protections against such circumstances, Seller shall, with no liability as per the terms of the Agreement, be entitled to take all necessary steps to ensure the security and safety of its personnel including the evacuation of personnel until such circumstances no longer apply and suspension of its obligations under the Agreement until said circumstances, at Seller's sole opinion, have ceased.
17. **TERMINATION AND CANCELLATION:** This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings; or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days. Upon the termination of this Agreement: (a) Buyer agrees to pay for all Goods in Buyer's possession or for which title has passed to Buyer, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to those Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Buyer, a cancellation charge will be made against the Buyer, in proportion to the work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers. In addition, unless Buyer has been invoiced by Seller specifically for all Goods delivered (including any leveled billing Agreements that have already reconciled based on shipments), Seller will invoice Buyer and Buyer shall pay Seller for all Goods on Buyer's site at the time of termination, including any fixed fees, consignment and production based agreements.
18. **GOVERNING LAW AND DISPUTE RESOLUTION:** This Agreement shall be governed by the substantive laws of the State of New York. The UN Convention on the International Sale of Goods shall not apply. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court in Philadelphia, PA, and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this Section.
19. **U.S. GOVERNMENT CONTRACTS:** This Section 18 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. Government and/or is funded in whole or in part by any agency of the U.S. Government. Buyer agrees that all Goods and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of Goods is unknown unless otherwise specifically stated by Seller in this Agreement. Buyer agrees that any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). Buyer represents and agrees that this Agreement is not funded in whole or in part by American Recovery Reinvestment Act funds unless otherwise specifically stated in the Agreement. The version of any applicable FAR clause listed in this Section 18 shall be the one in effect on the effective date of this Agreement. If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the prices under this Agreement. If Buyer is procuring the Goods or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the prices under this Agreement.
20. **MISCELLANEOUS:** No modification, amendment, revision, waiver, or other change shall be binding on either Party unless agreed in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not specified herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in this Agreement.
21. **ADDITIONAL TERMS AND CONDITIONS:** The following Additional Terms and Conditions will apply where applicable.
  - Additional Terms and Conditions for Protection Against Nuclear Liability
  - Additional Terms and Conditions for TrueSense
  - Additional Terms and Conditions for PaceSetter
  - Additional Terms and Conditions for Remote Monitoring Data IP and Provisions
  - Additional Terms and Conditions for Contract/Non-Standard Billing and Consigned Inventory Management
  - Additional Terms and Conditions for Legionella Testing

## APPENDIX

WV-96

Rev. 5/16 as Modified 8/2/17

**AGREEMENT ADDENDUM**

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

1. **DISPUTES** – Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** – Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
  - Vendor shall hold harmless the Agency from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligent acts of Vendor, its officers, agents, and/or assigns while engaged in activities under this Agreement.
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 the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor.
5. **PAYMENT** – Any reference to prepayment are deleted. Payment will be in arrears.
  - Invoices shall be provided upon completion of work with payment due Net thirty (30) days. Title and Risk of Loss or damage to Goods as well as containers and tanks in which Goods are contained, shall pass upon delivery to the Agency.
6. **INTEREST** – Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** – Any language in the agreement requiring the Agency 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, the Agency 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 the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** – Any provisions limiting the Agency'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** – The Agency 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, the Agency 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 Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** – The Agency, 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 to a certain dollar amount or to the amount of the agreement is hereby deleted. 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.
  - Neither the Agency nor Vendor shall be responsible to the other for any incidental, special, consequential or indirect damages regardless of legal theory. With the exception of claims by third parties, injury to persons, including death, shall the total liability of Vendor exceed the annual contract value under this Agreement.
14. **RIGHT TO TERMINATE** – Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** – Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency 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 the Agency 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, the Agency 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. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.
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. **ADD WARRANTY/GUARANTEE** - Goods supplied will be free from defect in material and workmanship when at all times operated in accordance with Contractor's written instructions. Services will be performed in a competent manner. Warranty for Chemicals will be for a period of 6 months from date of delivery of product. Equipment will be fifteen (15) months from receipt or twelve (12) months from start-up/first use. Warranty is limited to replacement of non-conforming goods, re-performance of services or refund of purchase price. No allowance will be made for repairs or alternations made by the SI without Contractor's written consent or approval. These warranties are in lieu of and exclude all other warranties, including any warranty of merchantability or of fitness for a particular purpose.

**ACCEPTED BY:**  
**STATE OF WEST VIRGINIA**

Spending Unit: Marshall University  
Signed: Stephanne R  
Title: Director of Purchasing/CPO  
Date: 10-4-17

Approved as to form:



Jendonnae Houdyschell  
cn=Jendonnae Houdyschell, o, ou,  
email=houdyschell2@marshall.edu  
, c=US  
I have reviewed this document  
2017.10.03 15:10:36 -04'00'

**VENDOR**

Company Name: GE Bate, Inc.  
Signed: Debra A. Jendonschell  
Title: Commercial Contracts Ldr  
Date: August 2, 2017

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

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

**DEFINITIONS:**

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

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

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: GE Betz, Inc.

Authorized Signature: [Signature] Date: August 2, 2017

State of Pennsylvania

County of Bucks, to-wit:

Taken, subscribed, and sworn to before me this 2<sup>nd</sup> day of August, 2017.

My Commission expires Nov. 12, 2019.

COMMONWEALTH OF PENNSYLVANIA  
AFFIX SEAL HERE  
NOTARIAL SEAL  
Kathleen A. Feldcamp, Notary Public  
Bensalem Twp., Bucks County  
My Commission Expires Nov. 12, 2019  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 07/07/2017)

**Marshall University  
Quotation/Bid Summary Sheet**

**Continuation Sheet**

**Request #:** \_\_\_\_\_ **Opening Date/Time:** \_\_\_\_\_

**Competition was obtained from the following bidders:**

Date/Time	Vendor	Price/Quote	Selected Vendor ✓ & Date

**Bid Opening Purchasing Witnesses (*Requires two staff signatures*):**

\_\_\_\_\_  
**Assigned Purchasing Agent Signature**

\_\_\_\_\_  
**Witness Signature**