Request for Bids	**Marshall University** **Office of Purchasing** **One John Marshall Drive** **Huntington, WV 25755-4100** **Direct all inquiries regarding this order to: (304) 696-2823**	**Bid #** MU16LEDLIGHTING

Vendor:

Phone:

FEIN/SSN:

Fax:

For information contact:
Jill Burcham
(304)696-2823
burcham@marshall.edu
cc purchasing@marshall.edu

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

DATE 1/29/16	**PRE-BID MEETING** 2/11/16 @ 10:00 AM	**DEPARTMENT REQUISITION NO.**	**BIDS OPEN: 3:00 p.m. on 2/18/16**	**BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID**

Item #	Quantity	Description	Unit Price	Extended Price
		REQUEST FOR BIDS Marshall University will accept bids for the following items until 3:00 p.m. on February 18, 2016. At that time, sealed bids will be opened and read aloud in Room 125, Old Main Building, Marshall University, Huntington, WV. Purchase, On-site delivery and Recycling Service for **LED LIGHTING PROJECT** A **MANDATORY** pre-bid meeting will be held at 10 a.m. EST on February 11, 2016 in the 2nd Floor Conference Room of the Sorrell Maintenance Building located on the Huntington, WV Campus. Bids and related correspondence can be accessed at: https://www.marshall.edu/purchasing/resources/bids-and-proposals/		
			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 _____

Street Address _____

City/State/Zip _____

Date _____ Phone _____

Fein _____

INSTRUCTIONS TO BIDDERS

(purchases greater than $25,000)

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

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

3. SUBMISSION OF BIDS: the bid, the bid security, if any and other documents required to be submitted with the bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the bids and shall be identified as a sealed bid and shall include the bid number, the bid opening time, and the bid opening date. Bids shall be delivered and deposited at the designated location prior to the time and date for receipt of bids. Bids received after the time and date for the bid opening will be returned unopened. The bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids. Oral, telephonic, facsimile or telegraphic bids are invalid and will not receive consideration.

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.

Marshall University would like to invite all qualified vendors to bid on the following LED Light Project for various divisions of Marshall University. The successful bidder will deliver the lights indicated below and on Exhibit A. Additional buildings may be added at the contract rate supplied.

The award may be split between several bidders if it is deemed in the best interest of Marshall University. Final determination will be made by the University after bids are received.

The successful bidder must be located within a 150 mile radius of the main campus, One John Marshall Drive, Huntington WV 25755.

The successful bidder must provide insurance certificate naming Marshall University as an additional insured.

Estimated Quantities and Locations are provided in Exhibit A.

Products and Services

A) Supply List:
1. LED T8 linear replacement lamps
2. LED wall paks
3. Recessed LED down lighting 8" Cans
4. Recessed LED down lighting 6" Cans with 6X8 Trim Rings
5. LED light bulb replacement
6. Decorative LED replacement bulbs
7. LED omni directional medium E26 base bulbs
8. LED ceiling mount 2x13 watt
9. LED architectural wall pak
10. Post top retrofit
11. U-Bend Series LED Tubes
12. LED Parking Lot Retrofit Kit

B) Services:
1. Delivery to various divisions
2. Provide recycling boxes for lamps and bulbs
3. Pick up recyclables with delivery of new products
1. Provide reports to Marshall University of the recycling process. The West Virginia Department of Environmental Protection (WVDEP) requires all mercury containing bulbs be disposed of in accordance with WV 33-20- 13 UNIVERSAL WASTE RULE/40 Part 273.

C) ROI:

Return on Investment (ROI) must be included with bids.

D) Product Specifications

1. Requirements for LED T8 linear replacement lamps:
    - 15 watt non shunted lamp holder for each lamp
    - 10 year, 100,000 hour warranty
    - Return on investment (ROI) must be supplied with bid
    - Universal voltage 120-277 50/50 HZ
    - High power factor .90+
    - Instant on ballast bypass
    - Mercury free ROHS compliant
    - Suitable for enclosed fixture
    - Power connection single end
    - Color temperature (CCT) 4000K to 4100K
    - UL certified for dry & damp environment

2. Requirements for LED wall paks:
    - Aluminum die cast housing
    - Multi voltage 120-277
    - Minimum 84% efficiency (driver requirement)
    - Dimming driver 0-10 Volt (driver requirement)
    - 4500K with epoxy guard protective coated boards
    - Must be CUL & CSA certified for wet locations
    - Design lights luminaire eligible for rebates
    - Life span 50,000 hours
    - 27 watt
    - 43 watt
    - 64 watt

3. Requirements for recessed down LED lighting:
    - Multi voltage 120-277
    - Instant on with full light output
    - 2000 lumens @ 27 watts
    - Fits standard 8" CFL mounting frame
    - 4000K
    - 50,000 hour life
    - Suitable for dry, damp and wet locations
    - UL listed and classified for standalone and retrofit applications
    - Power factor .90+
    - Maximum ambient operating temperature 104°F-40°C
    - Sound rating <24 DBA

4. Requirements for recessed down LED down lighting 6":
    - Multi voltage 120-277
    - Instant on with full light output
    - 1500 lumens @ 21 watts
    - Fits standard 5" & 6" CFL mounting frame
    - 4000K
    - 50,000 hour life
    - Suitable for dry, damp and wet locations
    - UL listed and classified for standalone and retrofit applications
    - Power factor .90+
    - Maximum ambient operating temperature 104°F-40°C
    - Sound rating <24 DBA

5. LED light bulb replacement:
    - 120 volt
    - 9 watt, 750 lumens, 2700K & 3500K
    - 240° beam angle
    - 50,000 hours
    - Operating temperature range: -4°F to 120°F
    - Instant on, no warm up

6. Decorative LED replacement bulbs:
    - 120 volt
    - 5 watts, 325 lumens, 3000K
    - 15,000 hours
    - Instant on, no warm up
    - Medium Base

7. LED omni directional medium E26 base bulbs:
    - 120 volt
    - 15 watt, 1600 lumens, 4000K
    - 300° beam compatible with dimmers
    - 25,000 hours
    - Instant on, no warm up

8. LED ceiling mount 2x13 watts:
    - Multi voltage 120-277
    - 26 watts total, 4000K, 2069 lumens
    - 100,000 hour, 5yr warranty
    - Minimum starting temperature -40°F
    - Color- bronze
    - UL listed suitable for wet locations
    - 4KV surge protection

9. LED architectural wall pak
    - Multi voltage 120-277
    - 18 watt, 5000 K
    - 5 year warranty, 100,000 hours
    - Color- bronze
    - UL listed suitable for wet locations
    - With driver surge protection

10. Post top retrofit:
    - Multi voltage 120-277
    - 27 watt, 4000K
    - For use up to 30ft pole height
    - 100,000 hours
    - Operating temperature -22°F to 104°F
    - 36KV surge protection
    - UL listed

11. U-Bend Series LED Tubes
    - Multi voltage 120-277
    - 18 watt 4000K-4500K
    - 50,000 hours
    - Base 2 pin
    - Power factor >95

12. LED Parking Lot Retrofit Kit
    - Multi voltage 120-277
    - 1000ma Drive Current
    - 1000 watt, 5000K

Bulbs will operate 80 hours per week.

Required Documents

The following links are provided for bidders to obtain forms required for the bid and/or contract.

Vendor Preference Certificate: http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf

Vendor Registration Application: http://www.state.wv.us/admin/purchase/vrc/wv1.pdf

Purchasing Affidavit: http://www.state.wv.us/admin/purchase/vrc/pAffidavit.pdf

Drug Free Workplace Affidavit http://www.state.wv.us/admin/purchase/vrc/DrugFreeAff.pdf

WV96 Agreement Addendum: http://www.state.wv.us/admin/purchase/vrc/wv96.pdf

Bonfire Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement
RFB	File Type: Any (.*)	Multiple	Required

Requested Documents:

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

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

2. Upload your submission at:

https://marshall.bonfirehub.com/opportunities/1182

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Feb 18, 2016 3:00 PM EST.** We strongly recommend that you give yourself sufficient time and **at least ONE (1) hour** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information is instantly sealed and will only be visible after the Closing Time.

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

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

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

Need Help?

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

EXHIBIT B – Standard Purchase Order Terms and Conditions

TERMS AND CONDITIONS

1. ACCEPTANCE: Vendor shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Vendor are objected to and are hereby rejected, unless otherwise provided for in writing by the Institution and approved by the Attorney General.

2. APPLICABLE LAW: The laws of the State of West Virginia and the Procedural Rules of the Higher Education Policy Commission shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.

3. ASSIGNMENT: Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Vendor without the Institution's consent.

4. INSTITUTION: For the purposes of these Terms and Conditions, the "Institution" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Vendor.

5. CANCELLATION: The Institution may cancel any Purchase Order/Contract upon 30 days written notice to the Vendor.

6. COMPLIANCE: Vendor shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the W. Va. Division of Labor, if applicable.

7. DELIVERY: For exceptions to the delivery date as specified in the Order, the Vendor shall give prior notification and obtain the approval of the Institution. Time is of the essence of this Order and it is subject to termination by the Institution for failure to deliver on time.

8. DISPUTES: Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.

9. HOLD HARMLESS: The Institution will not agree to hold the Vendor or any other party harmless because such agreement is not consistent with state law.

10. MODIFICATIONS: This writing is the parties' final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Institution.

11. NON-FUNDING: All services performed or goods delivered under this Purchase Order/Contract 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.

12. ORDER NUMBERS: Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and correspondence.

13. PAYMENTS AND INTEREST ON LATE PAYMENTS: Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.

14. RENEWAL: The Contract may be renewed only upon mutual written agreement of the parties.

15. REJECTION: All goods or materials purchased herein are subject to approval of the Institution. Any rejection of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, whether held by the Institution or returned to the Vendor, will be at the Vendor's risk and expense.

16. VENDOR: For the purposes of these Terms and Conditions, the "Vendor" means the vendor whose quotation, bid, proposal or expression of interest has been accepted and has received a lawfully issued Purchase Order from the Institution.

17. SHIPPING, PACKING, BILLING & PRICING: Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Institution.

18. TAXES: The State of West Virginia (the Institution) is exempt from Federal and State taxes and will not pay or reimburse such taxes.

19. TERMINATION: In the event of a breach by the Vendor of any of the provisions of this contract, the Institution reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Vendor. The Vendor shall be liable for damages suffered by the Institution resulting from the Vendor's breach of contract.

20. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Institution; (b) be merchantable and fit for; the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.

ITEM	LOCATION	QUANTITY		PRICE (EACH)	PRICE (TOTAL)
Item #1	Physical Plant		44,000		
	Medical School		7,423		
	South Charleston		1,950		
	Mid Ohio Valley Center		1,025		
	VA Pharmacy School		1,600		
	Residence Services		8,000		
	Biotech		2,000		
Item #2	Physical Plant	(27 watt)	60		
		(43 watt)	60		
		(64 watt)	30		
	Medical School		0		
	South Charleston		0		
	Mid Ohio Valley Center		0		
	VA Pharmacy School		0		
	Residence Services	(27 watt)	15		
		(43 watt)	0		
		(64 watt)	67		
	Biotech	(27 watt)	32		
Item #3	Physical Plant		140		
	Medical School		656		
	South Charleston		0		
	Mid Ohio Valley Center		0		
	VA Pharmacy School		0		
	Residence Services		15		
	Biotech		0		
Item #4	Physical Plant		1,983		
	Medical School		656		
	South Charleston		0		
	Mid Ohio Valley Center		61		
	VA Pharmacy School		0		
	Residence Services		929		
	Biotech		450		
Item #5	Physical Plant		1,600		
	Medical School		0		
	South Charleston		0		
	Mid Ohio Valley Center		61		
	VA Pharmacy School		0		
	Residence Services		4		
	Biotech		0		
Item #6	Physical Plant		375		

ITEM	LOCATION	QUANTITY	PRICE (EACH)	PRICE (TOTAL)
	Medical School	0		
	South Charleston	0		
	Mid Ohio Valley Center	0		
	VA Pharmacy School	0		
	Residence Services	0		
	Biotech	0		
Item #7	Physical Plant	350		
	Medical School	0		
	South Charleston	86		
	Mid Ohio Valley Center	14		
	VA Pharmacy School	0		
	Residence Services	0		
	Biotech	350		
Item #8	Physical Plant	65		
	Medical School	0		
	South Charleston	3		
	Mid Ohio Valley Center	0		
	VA Pharmacy School	0		
	Residence Services	0		
	Biotech	0		
Item #9	Physical Plant	65		
	Medical School	0		
	South Charleston	0		
	Mid Ohio Valley Center	0		
	VA Pharmacy School	0		
	Residence Services	0		
	Biotech	50		
Item #10	Physical Plant	550		
	Medical School	0		
	South Charleston	25		
	Mid Ohio Valley Center	7		
	VA Pharmacy School	0		
	Residence Services	0		
	Biotech	10		
Item #11	Physical Plant	200		
	Medical School	1,250		
	South Charleston	368		
	Mid Ohio Valley Center	0		
	VA Pharmacy School	0		
	Residence Services	104		
	Biotech	0		
Item #12	Physical Plant	0		
	Medical School	0		

ITEM	LOCATION	QUANTITY	PRICE (EACH)	PRICE (TOTAL)
	South Charleston	0		
Item #12 (cont.)	Mid Ohio Valley Center	7		
	VA Pharmacy School	0		
	Residence Services	0		
	Biotech	0		

Quantities made change if Marshall University adds additional Departments.