


<b>Request for Bid</b>	 <p><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) 696-2823</p>	<b>Bid #</b>  <b>MU20NATGAS</b>		
<b>Vendor:</b>  <b>FEIN/SSN:</b> <b>Phone</b> <b>Fax:</b>		<b>For information contact:</b> <b>Buyer:</b> Becky Neace <a href="mailto:neace15@marshall.edu">neace15@marshall.edu</a> and <a href="mailto:purchasing@marshall.edu">purchasing@marshall.edu</a> <b>Phone:</b> (304) 696-2823		
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, SIGNED, AND UPLOADED INTO BONFIRE PORTAL, AND RECEIVED 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 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 SET FORTH HEREIN.				
<b>DATE</b> 4/3/2019	Questions regarding Request for Bid to be received no later than April 10, 2019 at the close of the business day.	<b>DEPARTMENT REQUISITION NO.</b>		
		<b>BID OPENS:</b> <b>April 30, 2019</b> <b>3:00 PM</b>		
		<b>BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID</b>		
Item #	Quantity	Description	Unit Price	Extended Price
<b>REQUEST FOR BIDS</b>  Marshall University, on behalf of the Board of Governors, invites qualified vendors to furnish and supply natural gas and transportation service.  Sealed bids shall be accepted until 3:00 PM on April 30, 2019 in Room #125, Old Main Building, Office of Purchasing, Marshall University, Huntington, West Virginia. At that time, they will be opened, read aloud, and recorded.				
<b>Total</b>				

To the Office of Purchasing,

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within \_\_\_\_\_ calendar days (30 calendar days (unless a different period is inserted by the purchaser) from the bid opening 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's guarantees shipment from _____ within _____ days FOB _____ After receipt of order at address shown Terms _____	Bidder's name Vendor) _____ Title _____ Signed By _____ Typed Name _____  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 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 \$50,000, the apparent successful bidder must be properly registered with the W. Va. Department of Administration, Purchasing Division, and have paid the required vendor registration fee.
9. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
10. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payment may only be made after the delivery and acceptance of goods or services. Interest may be paid for late payment in accordance with the West Virginia Code.
11. **RESIDENT VENDOR PREFERENCE:** A resident vendor preference will be granted upon written request in accordance with the West Virginia Code.
12. **TAX EXEMPTION:** The State of West Virginia, the Governing Board and its institutions are exempt from Federal and State taxes and will not pay or reimburse such taxes.

## 1. OVERVIEW

### 1.1. Purpose

Marshall University (Marshall) is soliciting bids for an open end contract to provide natural gas supply and transportation service for all Marshall Facilities. The designated facilities list compiled by the physical plant division is located in Section 4 Historical Usage. Bids will be accepted until 3:00PM on April 12, 2019. At that time, Marshall University will open and record bids in the Old Main Building, Room 125, Huntington, WV.

Marshall reserves the right to accept or reject any or all bids, in whole or in part, if to do is in the best interest of the University. 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 judgement, is in the University's best interest. All bids are governed by West Virginia Code and the Procedural Rules of the Governing Board having jurisdiction.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. Marshall reserves the right to ask vendors for additional information to clarify their bids. Nothing may be added to alter the written solution or method contained in the original bid after the bid opening.

### 1.2. Schedule of Events

RFB Release Date:	April 3, 2019
Deadline for Vendor Questions:	April 10, 2019
Release for Addendum: (Response to Vendor Questions)	April 22, 2019
Proposal submission deadline	April 30, 2019
University proposal review	May 10, 2019
Estimated award is made	May 15, 2019

The University reserves the right to amend times and dates in its sole discretion. Any proposals not received by the date and time specified in the RFB will be disqualified. A copy of the RFB (including all attachments) and all addenda to the RFB will be placed on the Marshall University Office of Purchasing's website at [www.marshall.edu/wpmu/purchasing/resources/bids](http://www.marshall.edu/wpmu/purchasing/resources/bids)

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

### 1.3. Inquiries

General questions:

Becky Neace, Purchasing Agent

Marshall University Office of Purchasing

E-Mail: [neace15@marshall.edu](mailto:neace15@marshall.edu) and [purchasing@marshall.edu](mailto:purchasing@marshall.edu)

Subject Field: RFB# MU20NATGAS Questions

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

#### **1.4. Vendor Questions**

Deadline for email questions is April 10, 2019. Subject field must read RFB# MU20NATGAS Questions. The response will be submitted in addenda form. Vendors are responsible for checking Marshall University's Office of Purchasing's website <http://www.marshall.edu/purchasing/resources/bids-and-proposals/> for posted addenda. The Addenda form must be signed and submitted in Bonfire as part of the RFB package.

#### **1.5. Bid Responses**

All bids must be uploaded through the Bonfire portal and one (1) physical copy sent to the Office of Purchasing by bid opening date and time.

#### **1.6. Award**

One contract award is anticipated under this solicitation; however, Marshall University reserves the right to issue multiple contract awards if deemed necessary. The University reserves the right to reject any or all bids, completely or in part and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of the University.

Bidders may appeal the award decision by submitting a written protest to Marshall University's Director of Purchasing within five (5) business days of the date of the award notice. The protest must contain a statement of the basis for the challenge.

## **2. BIDDERS RESPONSE**

To furnish and supply natural gas to Marshall through the Local Distribution Company (LCD), Mountaineer Gas Company (Mountaineer).

Supplier shall provide the following information:

#### **2.1. Company Contract**

Submit an original signed company contract which includes a firm fixed price each year for natural gas delivered to the city gate of the local distribution company. Marshall recognizes that due to the volatility of the market of gas prices, changes will be necessary to the contract. The signed contract can be changed through a formal change order process.

#### **2.2. Supporting Documentation**

Provide supporting documentation approved by Mountaineer Gas Company granting permission to receive transportation discount allowed for natural gas.

**2.3. References**

Submit three current references which are comparable in size to this account. References should include company's name, address, contact person, phone number, and email address if available.

**2.4. Delivery Hub**

Identify the delivery pipeline(s) and delivery point that will be used to provide natural gas to the gas utility city gate.

**2.5. Company Reps**

Provide the name of the company representatives who will service the Marshall accounts. Also, provide all pertinent contact information for each listed.

**2.6. Alternative Services**

Provide any other alternatives, services, abilities, or features that demonstrate the full-range of service capabilities.

**2.7. Balancing Fees**

Marshall is concerned about the level of balancing fees that could be charged to an account due to the lack of monitoring the account close enough when submitting daily nominations.

Provide the following:

**2.7.1.** The methodology utilized by your company responsible for submitting the nominations.

**2.7.2.** Explain the tracking methods used in monitoring your successes in keeping the balancing fees low.

**2.7.3.** Daily schedules that reflect nominations as compared to usage (without disclosing any account information) at random.

**2.7.4.** Random methodology for three to five different accounts on the Mountaineer system which reflect the task accomplished on balancing.

**2.7.5.** If there are no accounts served on the Mountaineer system, then choose a utility with a billing system similar to Mountaineer and make a similar evaluation.

**2.7.6.** Show your ability to minimize the balancing fees on an ongoing basis.

**2.8. Higher Ed Clients**

Provide a listing of all higher education clients for the past three years including a contact name, phone number, and email address.

**2.9. Nymex Pricing**

Provide a quote of the best available pricing based on the close of Nymex on April 25, 2019. The pricing should be based on the following if you offer these services, if you do not offer them indicate so in your response:

**2.9.1.** A fixed price encompassing all transportation fees and costs necessary to transport natural gas to the point of delivery.

**2.9.2.** Pricing is based on a contract level, so indicate, and mention if there is a tolerance level established.

**2.9.3.** If you have a tolerance level established, describe how the gas beyond the tolerance level will be priced.

**2.9.4.** Basis for pricing mechanisms and explain your hedging policy.

**2.9.5.** If utilizing other pricing mechanisms, provide the list.

**2.10. Dekatherm Pricing**

Provide a quote on pricing per dekatherm at the appropriate city gate.

**2.11. Historical Usage**

Bidders should use these volumes for submitting their bids:

Monthly Usage – Telemetry

January 2018 - December 2018

Natural Gas

January	28,245
February	26,565
March	19,747
April	13,002
May	13,076
June	9,824
July	9,983
August	10,561
September	10,223
October	15,197
November	19,013
December	23,303

**3. SUBMISSION OF BID****3.1. Bonfire Portal Submission**

This part of the RFB outlines the format bidders must follow in arranging information within responses. Reference Attachment A for Bonfire Submission Instructions for Suppliers. All submissions are uploaded into Bonfire. The arrangement is outlined below.

**3.1.1. Submission 1 – Request for BID (RFB) Document**

The cover page must be filled out and signed by the vendor and include the following, but not limited to, other requested information within this RFB document. Note, the cover page must exclude pricing information. Both RFB and Forms are to be submitted as one PDF file.

**3.1.1.1. RFB signed cover page with Requested Forms (Section 5.1.1.2)****3.1.1.2. Forms**

- MU96 Agreement Addendum (vendor section to be filled out, signed and dated) – <http://www.marshall.edu/purchasing/files/MU-96.pdf>
- Purchasing Affidavit (completed, signed, and notarized)\_  
<http://www.state.wv.us/admin/purchase/vrc/pAffidavit.pdf>
- Vendor Preference Certificate  
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>
- WV Drug Free Workplace Affidavit\_  
<http://www.state.wv.us/admin/purchase/vrc/DrugFreeAff.pdf>

**3.1.1.3. Price Sheet**

A sample price sheet is enclosed herein for your reference in preparing your bid table data. The bid table is incorporated into the Bonfire portal. The bid Table may take a significant amount of time to prepare.

**3.1.1.4. Vendor Support Portal**

A Vendor Support Portal is provided at the following link: <https://bonfirehub.zendesk.com/hc/en-us>. Need Help? Contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission.

**3.2. Physical Bid Submission**

All bids must be received prior to the deadline of 3:00 p.m. on April 30, 2019, in accordance with the Instructions to the RFB. All bids will be date and time stamped to verify the official time and date of receipt. Submit hard copies of the documents as indicated in the Bonfire instructions.

Bidders should allow sufficient time for mail delivery to ensure timely arrival. Any bid received after the opening date and time may be immediately disqualified.

**3.2.1. Labeling**

Each bid shall be enclosed in a sealed, plainly marked, self-addressed, opaque envelope. Package shall be mailed or hand delivered to:

Becky Neace, Purchasing Agent  
Marshall University Office of Purchasing  
Old Main, Room 125  
Huntington, WV 25755  
Subject Line: **RFB Bid MU20NATGAS**

**3.2.2. Physical Submission 2 – Finance / Cost Document**

Cost shall be enclosed in a sealed, self-addressed, opaque envelope plainly marked "Cost/Financials". Use the enclosed pricing sheet to submit costs.

**4. SCOPE OF WORK**

The successful bidder must provide the following services:

**4.1. Facility Supply**

At all times, natural gas should be supplied to each facility identified on this bid proposal. (*Historical Usage found in section 2.11*)

**4.2. Balancing**

Nominate and balance gas volumes by meter location daily.

**4.3. Fixed Pricing**

Offer a firm fixed price each year for natural gas delivered to the city gate of the local distribution company which does not include any penalties under your transportation agreement.

**4.4. Transportation Discount**

Utilize natural gas production and provide supporting documents approved by Mountaineer Gas Company to receive the transportation discount allowed for produced natural gas.

**4.5. Cost Maintenance**

Maintain total costs to each facility at Marshall in years one, two, and three of the contract at a rate below the Mountaineer Gas Company's GS tariff rate.

**4.6. Third Party Transportation**

Arrange any necessary third party transportation of natural gas provided under this contract and pay all normal costs and expenses associated with the transportation of such gas to the city gate of the LDC for each Marshall facility.



**4.7. Compliance**

Deliver natural gas of such quality that meets the pipeline standards of the West Virginia Public Service Commission for Pipeline Quality for Natural Gas and contained in the tariffs of Mountaineer Gas Company.

**4.8. Title Hold**

To hold title to all natural gas purchased under this contract to the point of delivery at Mountaineer's city gate and be responsible for and indemnify the institutions against any claim for damage or injury caused thereby.

**4.9. Failure to Deliver**

Failure to deliver gas under any circumstance other than force majeure, the supplier will pay any difference in cost to Marshall in the replacement of gas. Also, the supplier will be responsible for continuing its services stated in the contract at the agreed price in the contract.

**4.10. Open Inspections**

All contracts, papers, correspondence, copies, books, accounts, and other information in the Vendor's care relating to the business of Marshall University must be open to inspection and examination by an authorized representative of Marshall University at all reasonable business times.

**4.11. Invoicing**

Supplier will invoice each facility for the actual volume of natural gas consumed each month – not the nominated volume.

**4.12. Notification**

Notify each institution within 24 hours of any change in the availability of natural gas purchased against this contract.

**4.13. Operating Environment**

Contract administration is located:  
Marshall University  
Physical Plant Sustainability Manager  
Sorrell 204B One John Marshall Drive  
Huntington, WV 25755  
Phone: (304) 696-2946

## LIFE OF CONTRACT PAGE

**LIFE OF CONTRACT:** This contract becomes effective on 11/1/2019 and extends for a period of **one (1) year** or until such reasonable time thereafter as is necessary to obtain a new contract. Such "reasonable time" shall not exceed twelve (12) months upon expiration of one (1) year from the effective date of this contract by giving the Director of Purchasing thirty (30) days written notice.

**RENEWAL:** This contract may be renewed upon mutual written consent, submitted to the Director of Purchasing thirty (30) days prior to the date of expiration. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to four (4) successive one (1) year periods.

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

**OPEN MARKET CLAUSE:** The Director of Purchasing may authorize a spending unit to purchase in the open market, without the filing of a requisition or cost estimate, items specified on this contract for immediate delivery in emergencies due to unforeseen causes (including but not limited to delays in transportation or an unanticipated increase in the volume of work).

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

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

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

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

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

### Pricing Sheet

Excluding any NYMEX price, the following city gate price is offered to Marshall University:

Mountaineer Gas \$ \_\_\_\_\_/DTH

#### City gate Pricing Breakout

Profit \$ \_\_\_\_\_/DTH

Transportation \$ \_\_\_\_\_/DTH

Shrinkage \$ \_\_\_\_\_/DTH

Other (Please specify) \$ \_\_\_\_\_/DTH

#### NYMEX Pricing

It is mutually agreed upon approval of the contract, the vendor and the Director of Purchasing at Marshall University will determine, in writing, the appropriate date and NYMEX price to lock-in a contract for the annual delivery of natural gas to Marshall University LDC's city gate for the year beginning November 1, 2019 and subsequently thereafter each successive year of this contract, should it be renewed.

#### SIGNATURE SECTION

Vendor Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

## 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
MU20NATGAS (BT-35JV)	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.
RFB	File Type: PDF (.pdf)	Multiple	Required	

#### 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/14477>.

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

### 2. Upload your submission at:

<https://marshall.bonfirehub.com/opportunities/14477>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Apr 30, 2019 3:00 PM EDT**. 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>