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| Request for Bid |  <p style="text-align: center;">Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-3157</p> | Bid # R1802056 |
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| Vendor: Phone: | For information call: Buyer: Tracey Brown-Dolinski brown-dolinsk@marshall.edu and purchasing@marshall.edu FEIN/SSN: Fax: Phone: (304) 696-3157 |
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Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED ON THIS FORM AND UPLOADED INTO THE BONFIRE PORTAL ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for 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.

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|---------------------------|------------------------------------|---|--|--|
| DATE 04/13/2018 | DELIVERY IS REQUIRED NO LATER THAN | DEPARTMENT REQUISITION NO. R1802056 | QUOTE OPENS: 3:00 PM on April 23, 2018 | BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID |
|---------------------------|------------------------------------|---|--|--|

| Item # | Quantity | Description | Unit Price | Extended Price |
|--------|----------|--|------------|----------------|
| | | <p>Marshall University will accept bids for the following item until 3:00 pm on April 23, 2018. At that time, bids will be opened and recorded in Room 125, Old Main Building, Huntington, WV 25755.</p> <p style="text-align: center;">Metabolic Cages</p> | | |

Total

To the Office of Purchasing,
In compliance with the above, the undersigned offers and agrees, if this offer is accepted within ____ calendar days (30 calendar days (unless a different period is inserted by the purchaser) from the bid 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.

| | |
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| Bidder's guarantees shipment from _____ within _____ days | Bidder's name Vendor) _____ |
| FOB _____ After receipt of order at address shown | Title _____ |
| Terms _____ | 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 \$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.

1. INTRODUCTION

1.1 General Information

Marshall University, herein referred to as "MU" or "University", is soliciting bids for Metabolic Cages including devices until 3:00PM on April 23, 2018. At that time, Marshall University will open and record bids in the Old Main Building, Room 125, Huntington, WV. Products must be specified; Equivalents are allowed.

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 Time

Response time is essential in the bid. No extension will be allowed.

1.3 Inquiries

All inquiries and questions must be emailed to:

Tracey Brown-Dolinski, Assistant Director of Purchasing
Marshall University Office of Purchasing
E-Mail: browndolinsk@marshall.edu and
purchasing@marshall.edu
Subject Field: RFB# R1802056 Questions

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

2. SCOPE OF WORK

The metabolic cages should include devices to measure calorimetry and telemetry (glucose and blood pressure) variables in both rats (12 cages) and mice (12 cages). The calorimetry component should include indirect calorimetry hardware, intake hardware (feeding and drinking), related data analysis software and cage accessories. The telemetry measurement component should include dual signal receiver, Ambient pressure monitor and analysis software for blood pressure and glucose measurements.

2.1 SPECIFICATIONS

| # | QTY | U/M | DESCRIPTION |
|----|-----|-----|-----------------|
| 1. | 12 | EA | Metabolic Cages |
| 2. | 1 | EA | Calorimetry |
| 3. | 1 | EA | Telemetry |

A detailed listing of specifications must be submitted within bidding documents.

3. 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 |
|-----------------------------------|----------------------------|---------|-------------|--|
| Bid | File Type: PDF (.pdf) | 1 | Required | |
| BidTable R1802056 (BT-68CK) | BidTable: Excel (.xlsx) | 1 | Required | You will need to fill out the provided Response Template for this BidTable. The Response Template can be downloaded from the project listing on the Bonfire portal |

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

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

2. Upload your submission at:

<https://marshall.bonfirehub.com/opportunities/7850>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **May 18, 2018 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 for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

4. FORMS

Purchasing Affidavit (completed, signed and notarized)

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

MU96 Agreement Addendum (vendor section to be filled out, signed)

<http://www.marshall.edu/purchasing/files/MU-96.pdf> or Software Agreement Addendum (MU96A)

<http://www.marshall.edu/purchasing/files/MU-96A.pdf>

Vendor Preference Certificate

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

Disclosure of Interested Parties form

https://ethics.wv.gov/SiteCollectionDocuments/Brochures_Booklets_Misc_Forms/Ethics_DisclosureInterestedParties_October2017_TYPEABLE.pdf

Taxpayer ID Number and Certification (W9):

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

TERMS AND CONDITIONS

1. ACCEPTANCE: Seller 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 Seller are *objected* to and are hereby rejected, unless otherwise provided for in writing by the Buyer and approved by the Attorney General.
2. APPLICABLE LAW: The laws of the State of West Virginia and the Procedural Rules of the Governing Board having jurisdiction 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 Seller without the Buyer's consent.
4. BUYER: For the purposes of These Terms and Conditions, the "Buyer" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Seller.
5. CANCELLATION: The Buyer may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
6. COMPLIANCE: Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor, if applicable.
7. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Buyer, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules.
8. DELIVERY: For exceptions to the delivery date as specified In the Order, the Seller shall give prior notification and obtain the approval of the Buyer. Time is of the essence of this Order and it is subject to termination by the Buyer for failure to deliver on time.
9. DISPUTES: Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
10. HOLD HARMLESS: The Buyer will not agree to hold the Seller or any other party harmless because such agreement is not consistent with state law.
11. 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 Buyer.
12. 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.
13. ORDER NUMBERS: Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, Invoices and correspondence.
14. PAYMENT& AND INTEREST ON LATE PAYMENTS: Payments may only be made after the delivery of goods or services. Any provision for interest or charges on late payments is deleted.
15. RENEWAL: The contract may be renewed only upon mutual written agreement of the parties.
16. REJECTION: All goods or materials purchased herein are subject to approval of The Buyer. Any rejection of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, whether held by the Buyer or returned to the Seller, will be at the Seller's risk and expense.
17. SELLER: For the purposes of these Terms and Conditions, the "Seller" means the vendor whose quotation, bid, proposal or expression of Interest has been accepted and has received a lawfully Issued Purchase Order from the Buyer.
18. 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 Buyer.
19. TAXES: The state of West Virginia (the Buyer) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
20. TERMINATION: In the event of a breach by the Seller of any of the provisions of this contract, the Buyer reserves the right to cancel and terminate this 'contract forthwith upon giving written notice to the Seller. The Seller shall be liable for damages suffered by the Buyer resulting from the Sellers breach of contract.
21. WARRANTY: The seller 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 Buyer; (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.