

<b>Request for Bid</b>	 <p align="center"><b>Marshall University</b> Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100</p> <p align="center">Direct all inquiries regarding this order to: (304) 696-8853</p>	<b>Bid #</b>  R1802072
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<b>Vendor:</b>  <b>FEIN/SSN:</b> <b>Phone</b> <b>Fax:</b>	<b>For information contact:</b> <b>Buyer:</b> Bre Salyers <a href="mailto:Salyers44@marshall.edu">Salyers44@marshall.edu</a> and <a href="mailto:purchasing@marshall.edu">purchasing@marshall.edu</a> <b>Phone:</b> (304) 696-8853
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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, THE BID WILL BE SUBMITTED IN BONFIRE, SIGNED, AND RECEIVED ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. 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 SET FORTH HEREIN.

<b>DATE</b> 04/25/2018	DELIVERY IS REQUIRED NO LATER THAN	<b>DEPARTMENT REQUISITION NO.</b> R1802072	<b>QUOTE OPENS:</b> 3:00 PM on May 3, 2018	<b>BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID</b>
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Item #	Quantity	Description	Unit Price	Extended Price
<p><b>REQUEST FOR BIDS</b></p> <p>Marshall University will accept bids for the following items until 3:00 pm on May 3, 2018. At that time, quotations will be opened and recorded in Room 125, Old Main Building, Huntington, WV 25755-4100.</p> <p><b>Research Equipment and Supplies</b> (No Substitutions)</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.

Bidder's guarantees shipment from _____ _____ within _____ days	Bidder's name Vendor) _____ Title _____
FOB _____ After receipt of order at address shown 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”, “Marshall” or “University”, is soliciting bids for various Research Equipment and Supplies until 3:00 PM on May 3, 2018. At that time, Marshall University will open and record bids in the Old Main Building, Room 125, Huntington, WV. Products must be as specified; equivalents are not acceptable.

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:

Brianna Salyers, Interim Purchasing Agent  
Marshall University Office of Purchasing  
E-Mail: [salyers44@marshall.edu](mailto:salyers44@marshall.edu) and [purchasing@marshall.edu](mailto:purchasing@marshall.edu)  
Subject Field: **RFB# R1802072 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.

### 1.4 All or No Bid Pricing

Pricing or No Bid must be provided for all items.

## 2. SPECIFICATIONS

Enter all price submissions for the following items into the Bonfire Bid table.

ITEM	QUANTITY	U/M	DESCRIPTION
1.	1	EA	<p><b>Sorvall™ ST 8 Small Benchtop Centrifuge Manufacturer part no. 75230395</b></p> <ul style="list-style-type: none"> <li>• Run Time 99 hr 59 min, continuous</li> <li>• Electrical Requirements 120V 60Hz</li> <li>• Max. RCF 3,260 x G</li> <li>• Wattage 750w</li> <li>• Includes: Sorvall ST 8 Centrifuge, Refrigerated; TX-150 Swinging Bucket Rotor with Tall Buckets (Set of Four), 8 x 50mL Conicals (no adapters necessary), 8 x 15mL Conical Tube Adapters (Set of Four)</li> <li>• Max. Speed 4,500rpm</li> <li>• Temperature Range -10° to +40°C</li> </ul>
2.	1	EA	<p><b>Thermo Scientific™ S1 Pipet Fillers Green Manufacturer part no 9541</b></p> <ul style="list-style-type: none"> <li>• Battery Type: Lithium-Ion</li> <li>• Dispensing Speed 8</li> <li>• Filter Type 0.45 Micron Standard</li> <li>• Includes S1 Pipet Filler, universal charger, table stand, wall-mounted holder, 1mL pipet support, instruction manual and warranty card</li> <li>• Recharge Time: 3 hours</li> <li>• Warranty: 2-years with web registration</li> </ul>
3.	1	EA	<p><b>Thermo Scientific™ S1 Pipet Fillers Red Manufacturer part no. 9531</b></p> <ul style="list-style-type: none"> <li>• Battery Type: Lithium-Ion</li> <li>• Dispensing Speed 8</li> <li>• Filter Type 0.45 Micron Standard</li> <li>• Includes S1 Pipet Filler, universal charger, table stand, wall-mounted holder, 1mL pipet support, instruction manual and warranty card</li> <li>• Recharge Time: 3 hours</li> <li>• Warranty: 2-years with web registration</li> </ul>
4.	1	EA	<p><b>Eppedork 5424 Benchtop Centrifuge 120V Manufacturer part no. 022620401</b></p> <ul style="list-style-type: none"> <li>• Max. Speed: 15,000rpm</li> <li>• Maximum Force Range: 21,000 to 21,999 x G</li> <li>• Rotor Included</li> <li>• Run Time: 30 sec. to 9 hr. 59 min. with HOLD</li> </ul>
5.	1	EA	<p><b>Thermo Scientific™ Heratherm™ Advanced Protocol Microbiological Incubator Manufacturer part no. 51028067</b></p> <ul style="list-style-type: none"> <li>• Dual convection</li> <li>• Volume (Metric) Chamber 100L</li> </ul>

ITEM	QUANTITY	U/M	DESCRIPTION
6.	1	EA	<ul style="list-style-type: none"> <li>• Hertz 60Hz</li> <li>• Weight (English) 123 lb.</li> <li>• Amperage 7A</li> <li>• Timer weekly / real time / hour</li> <li>• Temperature Stability</li> <li>• <math>\pm 0.1^{\circ}\text{C}</math></li> <li>• Max. Shelf Load 55 lb.</li> <li>• Temperature Range (Metric) ambient <math>+5^{\circ}</math> to <math>105^{\circ}\text{C}</math></li> <li>• Dimensions (D x W x H) Interior 14.5 x 18.3 x 23.9 in. (36.8 x 46.4 x 60.8cm)</li> </ul> <p><b>Roto-Shake Genie Manufacturer part no. SI-1100</b></p> <ul style="list-style-type: none"> <li>• Speed Range: Rocking: 10 to 70 cycles/min</li> <li>• Rotating: 5 to 35 rpm</li> <li>• Maximum Load: 10 lb.</li> <li>• Rocking Angle <math>\pm 10^{\circ}</math> from horizontal</li> <li>• Platform Dimensions (WxD): 13 1/2" x 8"</li> <li>• Overall Dimensions (WxHxD): 20" x 10 1/2" x 9 9/10"</li> <li>• Weight: 26 lb.</li> </ul>
7.	1	EA	<p><b>Mettler Toledo G10S Compact Potentiometric Titrator Manufacturer part no. 30267117</b></p> <ul style="list-style-type: none"> <li>• Measuring Range: <math>\pm 2000\text{mV}</math></li> <li>• Resolution: <math>0.1\text{mV}</math></li> <li>• Error Limit: <math>0.2\text{mV}</math></li> <li>• Measuring Range I<sub>pol</sub>/U<sub>pol</sub>: 0 to <math>2000\text{mV}</math>/0 to <math>200\mu\text{A}</math></li> <li>• Resolution I<sub>pol</sub>/U<sub>pol</sub>: <math>0.1\text{mV}/0.1\mu\text{A}</math></li> <li>• Error limit I<sub>pol</sub>/U<sub>pol</sub>: <math>2\text{mV}/0.2\mu\text{A}</math></li> <li>• Current source range I<sub>pol</sub>/U<sub>pol</sub>: 0 to <math>24\mu\text{A AC}</math>/0 to <math>2000\text{mV AC}</math></li> <li>• Current source resolution I<sub>pol</sub>/U<sub>pol</sub>: <math>0.1\mu\text{A}/0.1\text{mV}</math></li> <li>• Measuring Range: <math>-20^{\circ}</math> to <math>130^{\circ}\text{C}</math></li> <li>• Resolution: <math>0.1^{\circ}\text{C}</math></li> <li>• Error limit: <math>0.2^{\circ}\text{C}</math></li> <li>• Burette Resolution: 1/20,000 of the burette volume</li> <li>• Burette Resolution (20mL burette): <math>1\mu\text{L}</math></li> <li>• Error limit: 0.2% of the burette volume</li> <li>• Resolver Resolution: 0.0625% of the burette volume</li> <li>• Fill and eject time: 20 sec.</li> </ul>
8.	1	EA	<p><b>FreeZone® Triad™ Freeze Dry Systems, Labconco® Manufacturer part no. 700040</b></p> <ul style="list-style-type: none"> <li>• The Free Zone Triad Freeze Dryers offer it all for lyophilization: stoppering tray dryer and sample freeze drying with four sample valves on the left side. Samples for both types of freeze drying can be run at once. The chamber pre-freezes samples to save money and time, eliminating the need for a separate freezer and product transfer. User-friendly controls enable you to start runs quickly and the microprocessor controls up to five different ramping and holding segments to meet different temperature protocols. The hot gas defrost allows for easy cleanup of up to 1.8 liters of water or 2.5 liters of ice. The built-in pneumatic stoppering mechanism doesn't require</li> </ul>

ITEM	QUANTITY	U/M	DESCRIPTION
9.	1	EA	<p>compressed gas and can handle glassware from 31mm to 148mm on its 12.4"w x 14.5"d shelf. Two 1/3 hp CFC-free and HCFC-free refrigeration systems cool the collector to -85C (-121F) to process low eutectic point samples including ones containing acetonitrile.</p> <ul style="list-style-type: none"> <li>• Sensor probe monitors sample temperature digitally</li> <li>• Four sample valves increase the capacity and flexibility of the freeze dryer</li> <li>• Built in pneumatic stoppering mechanism is included which does not require compressed gas</li> <li>• Durable exterior of brushed stainless and glacier white epoxy-coated steel with blue accents</li> <li>• Chamber pre-freezes samples to save time and money</li> <li>• Large clear acrylic door provides complete visibility of the processing shelf.</li> <li>• CFC-free refrigeration system ensures environmentally-safe cooling</li> <li>• Automatic control of temperature enhances consistency and convenience of repetitive protocols</li> <li>• Vacuum control/break valve maintains set point vacuum level to speed the freeze dry process</li> <li>• Collector drain pan and hose in an easy-to-reach position</li> <li>• Hot gas defrost</li> <li>• Rear-mounted RS-232 port</li> <li>• 1/8" OD backfill port</li> </ul> <p><b>BioTek Cytation 1 Cell Imager</b></p> <ul style="list-style-type: none"> <li>• Cytation 1 Cell Imaging Multi-Mode Reader with fluorescence and high contrast brightfield imaging. <b>Manufacturer part no. CYT1V</b> <ul style="list-style-type: none"> <li>• Must be configurable to include automated digital microscopy, conventional multi-mode detection, or both in one system.</li> <li>• Must offer fluorescence and high contrast brightfield imaging modes.</li> <li>• Must have endpoint, time lapse, z-stack and montage imaging methods.</li> <li>• Must have multiple microscope objectives capacity.</li> <li>• Must have multiple microscopy color channels.</li> <li>• Must have 1.25x to 60x magnification to cover broad imaging applications.</li> <li>• Must have 16-bit CCD camera for dynamic range of &gt;65,000 fluorescence units.</li> <li>• Must be compatible with 6- to 1536-well microplates, microscope slides, Petri and cell culture dishes, T25cell culture flasks and counting chambers.</li> <li>• Must have available dual reagent injectors to automatically inject reagents in all detection modes and microplate types.</li> <li>• Must have autofocus, autoexposure, auto-LED intensity adjustments.</li> <li>• Must include image analysis software for image processing, automatic cell counting and sub-population analysis.</li> <li>• Must have image processing including stitching, z-projection and digital phase contrast.</li> </ul> </li> </ul>

ITEM	QUANTITY	U/M	DESCRIPTION
			<ul style="list-style-type: none"> <li>• Must have available gas controller for monitor and control of CO2 and O2 levels to support live cell assays.</li> <li>• Must be able to control temperature to 45 °C with a 4-zone temperature control system, with the ability to set temperature gradient to prevent condensation on plate lids.</li> <li>• Must have available filter-based fluorescence and luminescence detection and monochromator-based detection</li> <li>• Must be compatible with 2 µL low volume microplate accessory with 16- or 48-sample microspots for direct nucleic acid quantification as well as fluorescence and luminescence measurements.</li> <li>• Must come equipped with 4x objective Plan Fluorite WD 17 NA 0.13; <b>(Manufacturer part no. 1220519)</b></li> <li>• Must include standard Gen5 Microplate Reader <b>(Manufacturer part no. GEN5)</b> and Imager Software and 4-position slide holder.</li> <li>• Must include controller imaging assembly <b>(Manufacturer part no. 1763003)</b></li> <li>• CO2-only gas controller <b>(Manufacturer part no. 1210012)</b></li> <li>• CO2 regulator assembly <b>(Manufacturer part no. 1210514)</b></li> <li>• DAPI filter cube <b>(Manufacturer part no. 1225007)</b></li> <li>• GFP filter cube <b>(Manufacturer part no. 1225101)</b></li> <li>• RFP filter cube <b>(Manufacturer part no. 1225103)</b></li> <li>• 365 nm LED <b>(Manufacturer part no. 1225007)</b></li> <li>• 465 nm LED <b>(Manufacturer part no. 1225001)</b></li> <li>• 523 nm LED <b>(Manufacturer part no. 1225003)</b></li> <li>• Laser Autofocus (Manufacturer part no. 1225010)</li> <li>• SVC BASIC INSTL &amp; TRAINING TIER 2 <b>(Manufacturer part no. SVCICT1)</b></li> <li>• ADVANCED ASSAY OPTIMIZATION TIER 2 <b>(Manufacturer part no. SVCAA01)</b></li> <li>• FIELD WARRANTY UPGRADE/2 <b>(Manufacturer part no. SVCONFWU2)</b></li> <li>• NOT FOR HUMAN INVITRO DIAGNOSTIC <b>(Manufacturer part no. NONIVD)</b></li> </ul>
10.	1	EA	Cytation Install
11.	1	EA	Cytation Training
12.	1	EA	Cytation Warranty

### 3. Submission of Bids

#### 3.1 Submission of Bids in Bonfire

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

#### 3.2 Vendor Support Portal

A vendor support Portal is provided at the following link:

<https://bonfirehub.zendesk.com/hc/en-us/categories/200053566-Vendors-Support-Portal>

Need Help? Contact Bonfire by email at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission.

#### 3.3 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. Both RFB and Forms are to be submitted as one PDF file.

#### 3.4 Finance/Cost Document

Cost may be submitted into Bonfire portal in Excel format or submit a PDF file.

#### 3.5 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 MU96A Agreement Addendum (Software) <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](https://ethics.wv.gov/SiteCollectionDocuments/Brochures_Booklets_Misc_Forms/Ethics_DisclosureInterestedParties_October2017_TYPEABLE.pdf)



## Attachment A

### 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 Packet	File Type: PDF (.pdf)	Multiple	Required	
Bid Table (BT-13MQ)	BidTable: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this BidTable. The Response Template can be downloaded from the project listing on the Bonfire portal.

##### Requested Documents:

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

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

##### Requested BidTables:

The BidTable Response Templates can be obtained at <https://marshall.bonfirehub.com/opportunities/8058>.

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

#### 2. Upload your submission at: <https://marshall.bonfirehub.com/opportunities/8058>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **May 03, 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](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

## 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.