

Request for Bid	 <p>Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2823</p>	Bid # R2000101
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Vendor:	For information contact: Buyer: Becky Neace neace15@marshall.edu and purchasing@marshall.edu Phone: (304) 696-2823	
FEIN/SSN:	Phone	Fax:

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.

DATE 7/5/2019	Mandatory Pre-Bid Conference will be held on July 10, 2019 at 10:00 am	DEPARTMENT REQUISITION NO. R2000101	BID OPENS: July 17, 2019 3:00 PM	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
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Item #	Quantity	Description	Unit Price	Extended Price
		<p>REQUEST FOR BIDS</p> <p>Marshall University, on behalf of the Board of Governors, invites qualified vendors for moving services for the Marshall University School of Pharmacy. A mandatory pre-bid conference will be held on Wednesday, July 10, 2019 at 10:00 am in Room 102 located at the Robert W. Coon Education Building 1542 Spring Valley Drive Huntington, WV 25704.</p> <p>Sealed bids shall be accepted until 3:00PM on July 17, 2019 in Room #125, Old Main Building, Office of Purchasing, Marshall University, Huntington, West Virginia. At that time, bids will be opened, read aloud, and recorded.</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
 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 is soliciting bids for moving services for the School of Pharmacy. The School of Pharmacy is currently located at 1542 Spring Valley Drive Huntington, WV 25704. The School of Pharmacy is relocating to 1538 Charleston Avenue Huntington, WV 25701.

1.2. Time

All inquiries must be sent to:

Becky Neace, Purchasing Agent
 Marshall University Office of Purchasing
 E-Mail: neace15@marshall.edu and purchasing@marshall.edu
 Subject Field: RFB# R2000101

Bidder 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.

1.3. Schedule of Events

RFB Release Date:	July 5, 2019
Mandatory Pre-Bid/Site Visitation	July 10, 2019
RFB submission deadline	July 17, 2019
University proposal review	July 23, 2019
Estimated award is made	July 25, 2019

The University reserves the right to amend times and dates in its sole discretion. Any bids 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

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

2. SCOPE OF WORK

Moving services will consist of two phases. Phase 1 will be completed August 5, 2019 through August 9, 2019. Phase 1 will consist of items located in the basement, ground floor, and second floor offices. Items will consist of general office documents, office equipment, technology (printers, monitors, computers), artwork, lateral and vertical filing cabinets, miscellaneous classroom lab supplies, books, lab shelving, storage cabinets, bookcases, chairs, laboratory hoods, and fragile artifacts. Phase 2 will be completed in September 2019. Phase 2 will consist of items located in the research

labs on the second floor. The items include lab equipment, general lab supplies, and laboratory hoods.

2.1. Required Services

The Contractor will provide an individual who will manage all communications, scheduling, and coordination of moving services.

The Contractor will supply all supervision, vehicles, drivers, packers, packing materials, boxes, and other supplies as needed to execute the moves. The Contractor shall manage their resources in order to minimize any costs that may occur due to excess material usage, man-hours for waiting and detained truck or staffing resources. There will be no charges for Contractor's employees to and from the move site.

After the move, the Contractor's representative shall conduct a walk through to ensure all items have been moved to close out project.

2.2. Working Hours

The normal working hours will be 7:30 am to 4:30 pm. The Contractor shall not be entitled to overtime rates in excess of the rates bid unless the University requires that work be performed on a legal holiday. All bidders must specify their list of legal holidays. Any work performed other than normal working hours must be approved in advance by the University representative.

2.3. Experience

All bidders must have a minimum of two (2) years' experience providing moving and storage services to universities or other public agencies. Bidders must submit a one-page letter describing their experience with moving and storage services.

2.4. Mandatory Pre-Bid Conference

A mandatory pre-bid conference will be held on July 10, 2019 at 10:00 am at the School of Pharmacy, Robert W. Coon Education Building, Room 102, 1542 Spring Valley Drive Huntington, WV 25704. The mandatory pre-bid conference will include a walkthrough to illustrate the location of the areas as well as the items to be moved.

2.5. Special Conditions

Prior to any moves, the Contractor will be responsible for physically inspecting the site and related building areas at origin and destination, including access to and from streets and/or loading docks to gather all pertinent logistical information concerning the relocation. The Contractor's assigned Project Manager(s) and/or Supervisor(s) will be present on-site during relocation activity, when the project magnitude requires. At a minimum, the Foreman must be present at all times. All moving crews shall be uniformed or wear identification while on University property.

Tasks to be completed may include, but not limited to, the following:

- Establishing and maintaining relationships with the University representative
- Interpreting and timely responding to all laws, regulations, and restrictions where work is being performed
- Prior to moves, measuring elevator and stairwell access where necessary
- Prior to all moves, ensuring type-carts, gondolas, speed packs, etc. are correct size to accommodate all sizes of equipment and materials
- Prior to all moves, ensuring all equipment and type-carts, gondolas, speed packs, etc. will fit into all elevators and stairwells where necessary
- Prior to all moves, measuring building overhangs, entrances, and exits
- Prior to all moves, ensuring all trucks and equipment will fit into building overhangs, entrances, and exits

The Contractor will ensure University property is properly prepped and protected for safe moving. Finishes of furniture, millwork, flooring, walls, doors, ceilings, stairways, and windows must retain their pre-move appearance and function. Proper equipment and/or vehicles must be utilized for transport. The Contractor assumes all responsibility for damaged or lost property and must resolve any such issues within 30 days of discovery through replacement, repair, or reimbursement. The Contractor must work with an appointed University representative in doing so. The Contractor will remove all cartons and move related debris from the site. The Contractor shall verify the accurate placement of all items moved to a particular destination prior to leaving the job during the move period. This may also require the verification of the accurate placement of equipment at the conclusion of the equipment phase and before the general move.

2.6. Licensing and Insurance

The successful bidder shall purchase and maintain insurance as protect the Contractor and the University against any and all claims and demands arising from the execution of the contract. The successful bidder must provide Proof of Insurance with Marshall University as the certificate holder. The minimum amount of insurance required is \$1,000,000.00.

The successful bidder and their subcontractors must be properly licensed within the State of West Virginia. A copy of contractor's license must be provided to Marshall University for the Contractor and/or subcontractors. The successful bidder must provide proof of Worker's Compensation.

3. SUBMISSION OF BID

3.1. Submission of Bid in Bonfire

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 of submissions 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. RFB, Forms, and Bid Table are to be submitted as requested in the Bonfire Instructions.

3.1.1.1. RFB signed cover page with:

- Requested Forms (Section 3.1.1.2)

3.1.1.2. Forms

- WV96 Agreement Addendum (vendor section to be filled out signed and dated) –
<http://www.state.wv.us/admin/purchase/vrc/wv96.pdf>
- Purchasing Affidavit (completed, signed, and notarized)
<http://www.state.wv.us/admin/purchase/vrc/pAffidavit.pdf>
- Vendor Preference Certificate (if applicable)
<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. Excel Price Sheet

Reference Attachment B for the Excel Worksheet. The Cost Table can be obtained at:

<https://marshall.bonfirehub.com/projects/view/17351>

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 for technical questions related to your submission.

3.1.2. Physical Bid Submission

All bids must be received prior to deadline 3:00pm on July 17, 2019 in accordance with the Instructions to the RFB. All bids will be date and time stamped to verify official time and date of receipt.

All documents as indicated in Submission 1, will be mailed or hand delivered to the Office of Purchasing in an enclosed sealed package to the address below.

Vendors mailing bids should allow sufficient time for mail delivery to ensure timely arrival. Any bid received after the opening date and time may be immediately disqualified. Bids submitted on time into the Bonfire Portal will be accepted as timely.

3.1.3. Labeling

Each bid shall be enclosed in a plainly marked, sealed, self-addressed, opaque envelope and 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 R2000101 Moving Services

4. 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) calendar days of the date of the award notice. The protest must contain a statement of the basis for the challenge.

5. GENERAL TERMS AND CONDITIONS

The Request for Bid contains all the contractual terms and conditions under which Marshall University will enter into a purchase order contract. By signing and submitting its offer, the successful Vendor agrees to be bound by all the terms contained in the RFB package.

1. **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.

2. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Seller without the Buyer's consent.

3. **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.

4. **CANCELLATION:** The Buyer may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.

5. **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.

6. **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.

7. **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.

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

9. **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.

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 Buyer.

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. **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.

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 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.

16. 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.

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 Buyer.

18. TAXES: The state of West Virginia (the Buyer) 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 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.

20. 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.

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
Cost (BT-23DM)	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.
Proposal	File Type: PDF (.pdf)	Multiple	Required	
WV96 Agreement Addendum	File Type: PDF (.pdf)	Multiple	Required	
Purchasing Affidavit	File Type: PDF (.pdf)	Multiple	Required	
Vendor Preference	File Type: PDF (.pdf)	Multiple	Required	
WV Drug Free Workplace Affidavit	File Type: PDF (.pdf)	Multiple	Required	

Name	Type	# Files	Requirement	Instructions
2.3. Experience Requirement	File Type: PDF (.pdf)	Multiple	Required	

Commodity Codes

Commodity Set	Commodity Code	Title	Description
UNSPSC	78	Transportation and Storage and Mail Services	This segment includes services associated with cargo and personal transportation.

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/17351>.

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

2. Upload your submission at:

<https://marshall.bonfirehub.com/opportunities/17351>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Jul 17, 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 for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

Primary Responses

Success: All data is valid!

Status	Bid/No Bid Decision	#	Item	Quantity	Numeric	Text	Total Cost
					Unit Price	Additional Comments	
Not Bidding	No Bid	#0-1	Phase 1 for moving services to be completed August 5 - 9, 2019	1			-
Not Bidding	No Bid	#0-2	Phase 2 for moving services to be completed September 2019	1			-

Sample



SCHOOL OF PHARMACY
HUNTINGTON, WV



1401 Sixth Avenue
Huntington, West Virginia 25701
304.697.4990 telephone
304.697.4991 facsimile

PERKINS
+ WILL

1315 Peachtree St NE
Atlanta, GA 30309
1 404.873.2300
www.perkinswill.com



STRUCTURAL ENGINEERS
800.542.3302
schaefer-inc.com

schaefer



SHEET REVISIONS
DATE DESCRIPTION

DESIGN DEVELOPMENT
NOT FOR
CONSTRUCTION

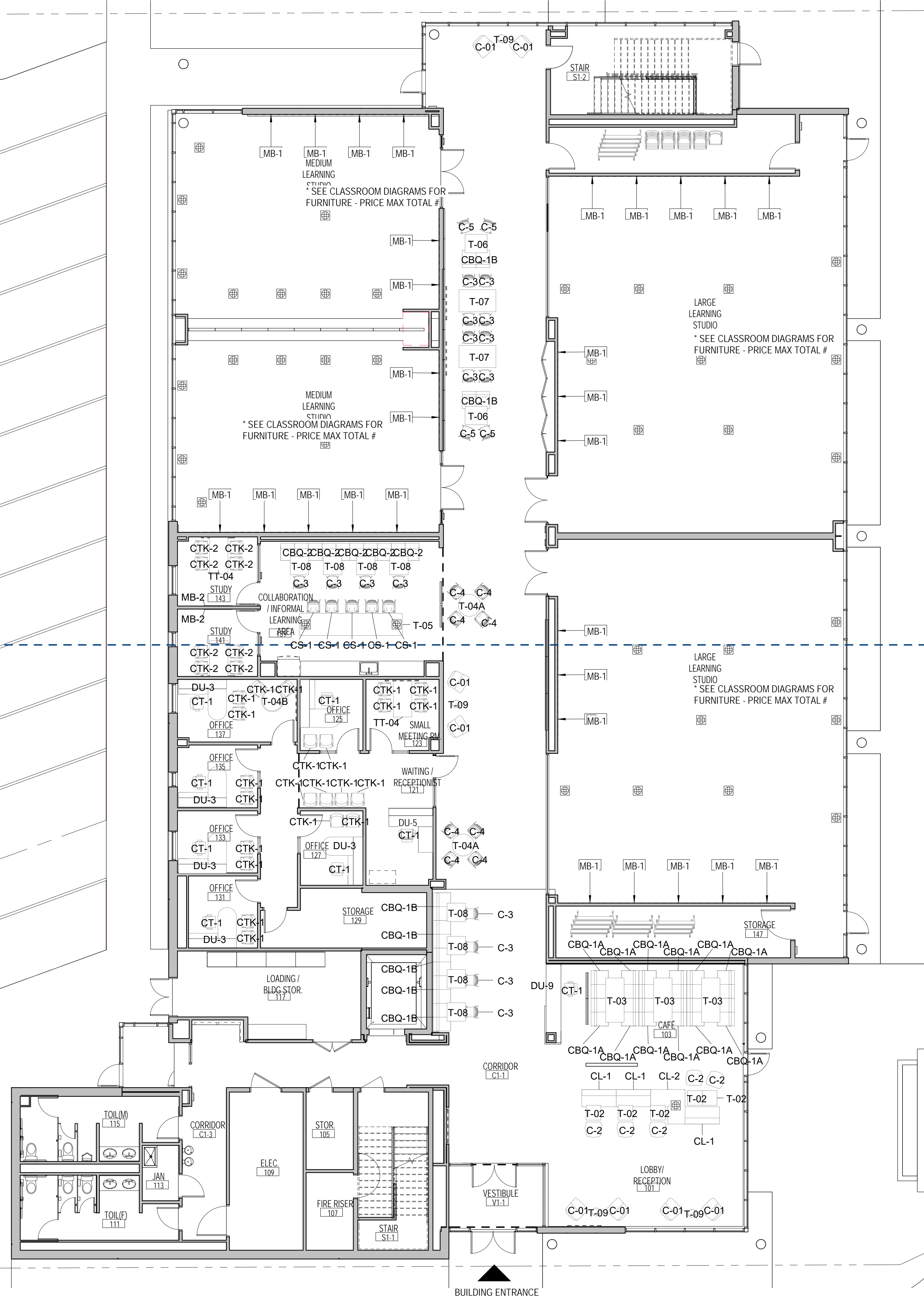
FURNITURE PLAN -
LEVEL 01

A15-01

ETA PROJECT #2016-0107B
DATE: 2/15/2018

Attachment B

New School of Pharmacy Location Drawings
1538 Charleston Avenue
Huntington, WV 25701



1 FURNITURE PLAN - LEVEL 01
1/8" = 1'-0"



SCHOOL OF PHARMACY
HUNTINGTON, WV



1401 Sixth Avenue
Huntington, West Virginia 25701
304.697.4990 telephone
304.697.4991 facsimile

PERKINS
+ WILL

1315 Peachtree St NE
Atlanta, GA 30309
1.404.873.2300
www.perkinswill.com



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SHEET REVISIONS
DATE DESCRIPTION

DESIGN DEVELOPMENT
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CONSTRUCTION

FURNITURE PLAN -
LEVEL 02 & 03

A15-02

ETA PROJECT #2016-0107B
DATE: 2/15/2018



1 FURNITURE PLAN - LEVEL 02
1/8" = 1'-0"

2 FURNITURE PLAN - LEVEL 03
1/8" = 1'-0"