


Request for Bids	 <p style="text-align: center;">Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100</p> <p>Direct all inquiries regarding this order to: (304) 696-2820</p>	Bid# R1700042
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Vendor: FEIN/SSN:	Phone: Fax:	For information call: Virginia M. Campbell-Turner Purchasing Contact: campbell@marshall.edu and purchasing@marshall.edu Phone: (304) 696-2820
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Sealed requests for bids furnishing commodities and/or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED IN BONFIRE ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. The Institution reserves the right to accept or reject bids 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 July 5, 2016	DEPARTMENT REQUISITION NO. R1700042	BIDS OPEN: 3:00 pm on July 15, 2016	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID	
Item #	Quantity	Description	Unit Price	Extended Price
		<p style="text-align: center;">Request for Bid</p> <p>Marshall University is accepting sealed bids on the following items until 3:00 PM on July 15, 2016. At that time, sealed bids will be opened and read aloud in Room 125, Old Main Building, Marshall University, Huntington, WV 25755.</p> <p>Or equivalent is not acceptable with this bid. It is an exact replacement of a current unit.</p> <p>Brand: PVI Turbopower Natural Gas AquaPlex Storage Tank as specified herein</p> <p>Vendor is to follow the Bonfire instructions for bid submission.</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 open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from _____ within _____ days	Bidder's name Vendor _____
FOB _____ After receipt of order at address shown	Signed By _____
Terms _____	Typed Name _____
	Title _____
	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 submitted as instructed. The submittal shall include the bid number, the bid opening time, and the bid opening date. Bids received after the time and date for the bid opening will be unaccepted. The bidder shall assume full responsibility for timely delivery.
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.

I. SPECIFICATIONS

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

1 each	2500L 600A-TP Turbopower Gas (Natural) AqualPlex Storage Tank. NO BURNER Storage: Vertical Tank ASME – Stamped and National Board Registered Inputs: 2,010,000 BTU/H Storage Capacity: 600 gal Recovery gph: 2500
1 each	First-year service policy (freight and labor coverage)
1 each	Start-up to replace current unit
1 each	Freight

II. FORMS

The following forms must be submitted with vendor response. The vendor must pre-sign any service agreement requesting a university signature.

A. Purchasing Affidavit

In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit can be found at: <http://www.state.wv.us/admin/purchase/vrc/pAffidavit.pdf>.

B. Vendor Preference Certificate

Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. Failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects. Vendor preference can be applied to the cost portion of the proposal only - <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>

C. Vendor Registration

Prior to any award, the apparent successful Vendor must be registered with the Purchasing Division of the Department of Administration. If the successful Vendor is not currently registered, it shall complete and file the Vendor Registration and Disclosure Statement, Form WV-1, and submit the annual registration fee of \$125.00. Vendors do not have to be registered to submit a proposal. Form WV-1 may be found at: <http://www.state.wv.us/admin/purchase/vrc/wv1.pdf>.

D. WV96 Agreement Addendum

Anytime you send a price quote to a state agency on your company form(s), you should also sign and include this form: <http://www.state.wv.us/admin/purchase/vrc/wv96.pdf>

III. ADDITIONAL TERMS and CONDITIONS

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

A. Mandatory Requirements

Any specification or statement containing the word “must”, “shall”, or “will” are mandatory. By signing and submitting a response to an RFB, the vendor agrees to all mandatory deliverables described herein. The vendor is required to meet all mandatory requirements in order to be eligible for consideration and to continue in the evaluation process. Failure to meet or agree to mandatory items shall result in disqualification of the Vendor's bid and the evaluation process will be terminated for that vendor. Decisions regarding compliance with any mandatory requirement shall be at the sole discretion of the University.

B. Public Record

Submissions are Public Record. All documents submitted to Marshall University, Office of Purchasing, related to purchase orders or contracts are considered public records. All bids, proposals or offers submitted by bidders shall become public information and are available for inspection during normal official business hours at the Office of Purchasing of MU after the bid opening.

C. Written Release of Information

All public information may be released with or without a Freedom of Information request; however, only a written request will be acted upon with duplications fees paid in advance. Fees shall apply to all requests for copies of any document. Currently the fees are based upon the “Administrative Procedure ADMIN-3 Freedom of Information Act Request Procedures” posted online at <http://www.marshall.edu/adminproc/files/ADMIN-3.pdf>

D. Risk of Disclosure

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets, as submitted by a bidder, are exempt to public disclosure. The submission of any information to Marshall University, Office of Purchasing, by a vendor puts the risk of disclosure on the vendor. Marshall University, Office of Purchasing, does not guarantee non-disclosure of any information to the public.

E. Conflict of Interest

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the University.

F. Prohibition against Gratuities

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

G. Certifications Related to Lobbying

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

H. Subsequent Forms

The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor’s forms does not constitute acceptance of the terms and conditions contained thereon.

IV. COMPLIANCE

A. Antitrust

In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

B. Assignment

Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the University and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, the Purchasing Office approval may or may not be required on certain agency delegated or exempt purchases.

C. Bankruptcy

In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

D. Bureau of Employment Programs Regulations

West Virginia State Code §21A-2-6(17) prohibits Marshall from contracting with any contractor not in compliance with the regulations set forth by the Bureau of Employment Programs.

E. Compliance with Laws and Regulations

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. The State of West Virginia and the University are exempt from any taxes regarding the goods and/or services and under no circumstances shall either be held liable for any obligation of the same.

F. Debarment and Suspension

Contractor will not be considered in proposal process if debarred or suspended

G. Governing Law

The laws of the State of West Virginia shall govern this contract. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

H. Indemnification

The Vendor agrees to indemnify, defend and hold harmless, Marshall University and its officers and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

I. Policy Advisements

Vendor shall advise its employees that the State of West Virginia and the University require a smoke free and drug free work place and prohibit any discrimination on the basis of race, color, national origin, ancestry, sex, religion, age, physical condition, disability or political affiliation.

J. Record Retention (Access & Confidentiality)

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to MU personnel at Vendor's location during normal business hours upon written request by MU within 10 days after receipt of the request.

Vendor may have access to private and confidential data maintained by Marshall University to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless Marshall University against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.

K. Subcontracts/Joint Ventures

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. Marshall University will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of Marshall University, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

L. Vendor Relationship

The relationship of the Vendor to MU shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees, representatives and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless Marshall University and shall provide Marshall University with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

V. PAYMENT INFORMATION

A. Funding

This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

B. Invoices

The Vendor shall submit invoices, in arrears, to Marshall University at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract.

C. Interest

Interest attributable to late payment will only be permitted if authorized by the West Virginia Code.

D. Payment Methods

The Vendor must accept payments by the Marshall University credit card. Vendors may charge a flat rate only for credit card payments. If the vendor cannot accept payment by credit card, note your exception in the bid package.

E. Purchasing Card Acceptance

The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for rendered goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all invoices under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services. **Check if your Company does not accept credit card payments.**

F. Purchase Order Procedure

Departments will issue a purchase order in reference to the RFB for notice to proceed/ship. The ordering division is not permitted to use a Purchasing card for purchases.

VI. CONTRACTOR AGREEMENT

A. Payments:

Owner shall pay Contractor for all labor, materials, supplies and services. Payment shall be made upon completion of the Services. Contractor shall be liable for payment of all applicable federal, state and local taxes including, but not limited to, Business & Occupation Tax and by accepting payment from Owner hereby attests that all such obligations have been satisfied. Owner, if requested, may require proof of such satisfaction prior to payment for services rendered pursuant to this Agreement. Contractor shall indemnify and hold harmless Owner for failure to comply with this Section.

B. Contractor's License:

Contractor affirms that all statements, attestations and information provided by Contractor are true and correct, including that the work covered by this Agreement is within its scope of license to conduct contracting services in the State of West Virginia. The Contract License Number is in good standing and in compliance with the laws of the State of West Virginia issued in the exact name of the contractor listed in the caption of this Agreement. The Contractor has not allowed any person or business to use its contractor's license; and that the Contractor has no outstanding judgments or active complaints by any individual, entity, or the State of West Virginia or any agency thereof.

C. Changes in Scope:

The Contractor shall not increase or decrease the scope of work covered by this Agreement without the prior written consent of the Owner. All such changes shall be documented by issuance of a Change Order to the Agreement.

D. Subcontracting:

The Contractor may subcontract such portions of the work as is customary in the carrying out of similar work, with the written approval of Owner. No subcontract shall relieve the Contractor of any of its obligations under this Agreement or impose any liability upon the Owner.

E. Hazardous Materials/Substances:

Contractor shall identify material containing any hazardous substance by name, and all products/materials used pursuant to this Agreement shall be new and contain less than 1% asbestos.

F. Specifications Drawings and Other Documents:

All specifications, drawings, and Other documents provided by the Owner in connection with or arising out of this Agreement shall be used by the Contractor solely for the purpose of carrying out the work and for no other purpose and shall remain the property of or become the property of the Owner and be returned to the Owner upon request.

G. Conduct Quality and Inspection of Work:

The Contractor agrees to carry out the work diligently and to provide efficient supervision and inspection thereof. Contractor warrants that the work is of good quality and workmanship; is in full conformity with any specifications, drawings, models or samples; exceeds or meets Owner standards; and is fit for the purpose intended by Owner. All services or materials not conforming to Owner's requirements, including unauthorized substitutions, shall be considered defective and Contractor shall promptly correct such defective services or replace such defective materials at Contractor's sole expense. No payment for or acceptance of materials or services by Owner shall constitute a waiver of any of the foregoing, nor shall anything herein contained be construed to exclude or limit any warranties implied by law.

H. Compliance:

The Contractor, subcontractor, and other persons performing work pursuant to this Agreement shall comply with all federal, state, and local laws, rules, regulations, and ordinances including, but not limited to, contractor licensing, and workers compensation. Contractor shall indemnify and hold harmless Owner for failure to comply with this Section.

I. Health and Safety:

Contractor acknowledges that it has a primary duty to prevent on the job accidents and to protect the health and safety of its employees, and that Owner bears no duty or legal responsibility to supervise Contractor's personnel.

J. Insurance:

All Contractors, subcontractors, or other persons performing construction services shall purchase and maintain for the duration of the work hereunder insurance coverage in such amounts as may be required by Owner, but in any event no less than \$500,000 in Commercial General Liability coverage, Excess \$1,000,000. The Certificate of Coverage shall be signed by an authorized agent, shall list the Owner as additional insured, and shall provide for at least thirty (30) days prior written notice of cancellation to the Owner. Proof of insurance must be attached to this Agreement upon execution.

K. Indemnification:

Contractor agrees to hold harmless Owner, its Board of Governors, officers, agents and employees from, and to defend it against, all claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials or services, which are furnished by the Contractor under this Agreement.

L. Warranties:

Contractor shall honor, and/or shall assign to Owner, any commercial guarantees and warranties offered by the manufacturer. Contractor warrants that all construction work will be free from defects not inherent in the quality required or permitted; and that the Work will conform to the requirements of this Agreement. Without restricting any other term of the Agreement or any condition, warranty, or provision implied or imposed by law, Contractor shall, if requested by the Owner within twelve months from date of delivery, repair or replace at its own expense any work or any material which becomes defective or fails to conform to the Agreement requirements.

M. Liens or Claims:

Contractor warrants the equipment and/or materials furnished under this Agreement are unencumbered and not subject to any lien or claim.

N. Cleanup:

Contractor shall remove and dispose of all materials and other debris from the work site and shall dispose of such materials pursuant to all applicable federal, state, and local laws, regulations and ordinances. Contractor shall indemnify and hold harmless Owner for failure to comply with this Section.

O. Waiver:

The waiver of any breach of this Agreement by Owner shall not constitute a waiver of any subsequent breach, nor shall any payment for goods delivered, services or construction performed constitute such waiver.

P. Assignment:

This Agreement, including the right to receive payment, is not transferable or otherwise assignable without the express prior written consent of Owner.

Q. Time of Essence:

Time shall be deemed to be of the essence of this Agreement.

R. Force Majeure:

Contractor or Owner may delay delivery or acceptance occasioned by causes beyond Contractor's or Owner's reasonable control. If such delay exists beyond a period of five (5) working days, Owner, at its own option, shall have the right to: (a) terminate the Agreement, in whole or in part, (b) suspend the Agreement for the duration of the delaying cause, (c) resume performance under the Agreement once the delaying cause ceases, or (d) extend the effective dates up to the length of time the contingency endured, all without liability to the Contractor.

S. Termination, Delays and Excused Performance:

Owner may by written notice terminate this Agreement for convenience, in whole or in part, at any time. Owner shall pay Contractor for work completed, delivered and accepted prior to termination. Owner may terminate the Agreement, in whole or in part, due to Contractor's default; in such event, Contractor shall be liable for any damages incurred by Owner that are a consequence of such breach. If a delay is determined to have been caused by Owner, the time for performance and the price of the Agreement may be subject to adjustment.

T. Disputes:

Any dispute concerning this Agreement shall be submitted by the Contractor to the West Virginia Court of Claims, and may be filed by Owner in any court having proper jurisdiction.

U. Applicable Law:

The laws of the State of West Virginia and the Procedural Rules of the Marshall University Board of Governors shall govern this Agreement.

V. Non-Funding:

All services performed or goods delivered under this Agreement are contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available, this Agreement becomes void and of no effect after June 30.

W. Independent Contractor:

Neither Contractor nor any personnel of Contractor will for any purpose be considered employees or agents of Owner. Contractor assumes full responsibility for the actions of Contractor's personnel, and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.

X. Entirety:

This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior agreement or understanding will be effective.

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
RFB & Forms	File Type: PDF (.pdf)	Use one PDF file.	Required	Upload one PDF file containing RFB document & forms.
Price sheet for PVI TP Water Heater (BT-68GS)	Bid Table: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this Bid Table. 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 100 MB.

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

Requested Bid Tables:

The Bid Table Response Templates can be obtained at <https://marshall.bonfirehub.com/opportunities/1512>.

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

2. Upload your submission at:

<https://marshall.bonfirehub.com/opportunities/1512>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Jul 18, 2016 2:00 PM EDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) hour** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

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

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

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

Need Help?

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