

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) 696-3157</p>	Bid # R1800643
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Vendor:	For information call:
Phone:	Buyer: Tracey Brown-Dolinski brown-dolinsk@marshall.edu
FEIN/SSN:	Phone: (304) 696-3157
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, 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 PRINTED ON THE REVERSE SIDE HEREOF AND AS SET FORTH HEREIN.

DATE 08/29/2017	DELIVERY IS REQUIRED NO LATER THAN	DEPARTMENT REQUISITION NO. R1700509	QUOTE OPENS: 3:00 PM on Sept. 19, 2017	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
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Item #	Quantity	Description	Unit Price	Extended Price
		<p>On the behalf of Robert C. Byrd Institute, Marshall University will accept bids for the following item until 3:00 pm on September 14, 2017. At that time, bids will be opened and read aloud in Room 125, Old Main Building, Huntington, WV 25755.</p> <p>Brand: None listed Respondents are to submit detailed specifications and features of product being offered. Information must be complete for evaluation purposes.</p> <p>Products/Specifications are listed on page 3. Vendor must use Bonfire Bid Table to upload pricing. Refer to Bonfire Bid Submission Instructions for Suppliers.</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) _____
FOB _____ After receipt of order at address shown	Title _____
Terms _____	Signed By _____
	Typed Name _____
	Street Address _____
	City/State/Zip _____
	Date: _____ Phone _____
	Fein: _____

INSTRUCTIONS FOR QUOTATIONS

(Purchases greater than \$1,000 but not exceeding \$25,000)

1. **BIDDERS REPRESENTATIONS:** The bidder, by making a quotation, represents that: (a) the bidder has read and understands the bidding documents, terms and conditions, and the quotation is made in accordance therewith; and (b) the quotation 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, quotations 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 QUOTATIONS:** At the discretion of the Chief Procurement Officer, written, oral, telephonic or facsimile quotations may be solicited from bidders. Quotations shall be delivered and deposited, or otherwise provided, at the designated location prior to the time and date for receipt of quotations. Quotations received after the prescribed time and date will not be considered. The bidder shall assume full responsibility for timely delivery at the location designated for receipt of quotation.
4. **MODIFICATION OR WITHDRAWAL OF QUOTATIONS:** Prior to the time and date designated for receipt of quotations, a quotation submitted may be modified or withdrawn by notice to the party receiving quotations at the place designated for receipt of quotations. Such notice may be provided in writing, telephonically or by facsimile prior to the designated time and date for receipt of quotations.
5. **OPENING OF QUOTATIONS:** Quotations shall be publicly opened and read aloud, or otherwise made available for review, at the designated location for receipt of quotations shortly after the time and date quotations are due.
6. **REJECTION OF QUOTATIONS:** The Buyer shall have the right to reject any and all quotations, in whole or part; to reject a quotation not accompanied by data required by the quotation documents; or reject a quotation which is in any way incomplete or irregular.
7. **ACCEPTANCE OF QUOTATION (AWARD):** It is the intent of the Buyer to award a purchase order to the lowest responsible and responsive bidder provided the quotation does not exceed the funds available. The Buyer shall have the right to waive informalities or irregularities in a quotation received, and to accept the quotation which, in the Buyer's judgment, is in the Buyer's own best interests. All quotations are governed by the West Virginia Code and the Procedural Rules of the Governing Board having jurisdiction.
8. **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.
9. **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.
10. **RESIDENT VENDOR PREFERENCE:** A resident vendor preference will be granted upon written request in accordance with the West Virginia Code.
11. **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.

INSTRUCTION

Schedule of Events

RFB emailed to prospective vendors	August 30, 2017
Emailed pre-bid questions deadline	Sept. 6,, 2017 @ 2:00 pm
Written responses to questions from pre-bid questions	Sept. 11, 2017
Bid submission deadline	Sept. 19, 2017 @ 3:00 pm
University bid review deadline	Sept. 25, 2017
Award is made	Sept. 27, 2017

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 <http://www.marshall.edu/purchasing/resources/bids-and-Bids/>.

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

Inquiries

All inquiries and questions must be emailed to:

Tracey Brown-Dolinski, Purchasing Agent
 Marshall University Office of Purchasing
 E-mail: browndolinsk@marshall.edu and purchasing@marshall.edu;
 Subject Field: RFB# R1800643 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.

Pre-Bid Questions

Deadline for email of Pre-Bid Questions is Sept. 6, 2017 at 2:00 p.m. Subject field must read **RFB# R1800643 QUESTION**. The response will be submitted in addenda form. Vendors are responsible for checking Marshall University's Office of Purchasing's website <http://www.marshall.edu/purchasing/resources/bids-and-proposals/> for posted addenda. Addenda must be signed and submitted in Bonfire as part of the RFB package.

FORMS

MURC-2 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.marshall.edu/murc/files/2010/06/Agreement-Addendum.doc>
 Reference Attachment A for Bonfire Submission Instructions for Bidders.

REQUEST FOR BID (RFB)

RFB must be signed by the bidder and submitted with requested forms and documents. By signing the RFB the bidder agrees to the terms and conditions within the RFB document. The RFB is to be uploaded in a single PDF format containing the following.

terms and conditions within the RFB document. The RFB is to be uploaded in a single PDF format containing the following.

1. Signed RFB
2. Forms (MURC-2 Agreement Addendum)
3. Specification literature

BID TABLE

Pricing is to be submitted on Bonfire Bid Table.

VENDOR PORTAL

Bidders may access training tools prior to using Bonfire:
<https://bonfirehub.zendesk.com/hc/en-us/categories/200053566-Vendors-Support-Portal>.

SUBMISSION INSTRUCTION

Reference Attachment A for Bonfire Submission Instructions for Bidders.

REQUEST FOR BID (RFB)

RFB must be signed by the bidder and submitted with requested forms and documents. By signing the RFB the bidder agrees to the terms and conditions within the RFB document. The RFB is to be uploaded in a single PDF format containing the following.

1. Signed RFB
2. Forms (MURC-2 Agreement Addendum)

BID TABLE

Pricing is to be submitted on Bonfire Bid Table named RFB R1800643 COST (BT-05ER).

VENDOR PORTAL

Bidders may access training tools prior to using Bonfire:
<https://bonfirehub.zendesk.com/hc/en-us/categories/200053566-Vendors-Support-Portal>.

SPECIFICATIONS

Respondents are to submit detailed specifications and features of product being offered. Information must be complete for evaluation purposes.

The following 4 pages are specification for each items including their respective quantities. The item numbers are listed in the same order as listed in the Bid Table.

All prices are to be entered into the Bonfire Bid Table. Unit prices are to be submitted for each items on the Bid Table.

ITEM #0-1

It is strongly recommended that a complete proposal with detailed specs, features, etc. be attached to the bid specifications for more complete information and evaluation

Manual Lathe Specifications					
Currently Quantity Required	2	Price		Required Tooling for Manual Lathe	Price
Swing over Bed	17"		Holder	Sandvic or = TSLR 123B	1
Swing over Cross Slide	10-5/8"		Holder	Sandvic =SI-CTLHOR-08123	1
Swing in Gap	24"		Insert	Sandvic or= TLG3125R 1125	10
Distance between Centers	43.5"		Insert	Sandvic or= TLG3125L 1125	10
Width of Bed	11.75"		Insert	Sandvic or= TLTP 3L 1125	10
Spindle Bore	2.375"		Holder	Sandvic or= DCLNR 12 4B RC	1
Taper of Spindle & Center	MT#6x#4		Insert	CNMG 432-PM 4325	10
Number of Spindle Speeds	12		B BAR	Sandvic or =A16T-DCLNR 4	1
Spindle Speed	35-2000		Parting tool	sandvic or = rf123g079-12b	1
Spindle Nose	D1-6		Insert	parting tool inserts	10
Feed per rev Longitudinal	.0012-.039				
Feed per rev Cross	.0008-.023				
Range of Inch Threads	2-72 TPI			Roller Tool Box 3 Drawer	1
Range of Metric Threads	.2-14mm				
Horsepower	7.5				
Coolant Pump Motor	.125 HP				
Required Options					
Face Plate	14"				
3 Jaw Chuck	8"				
4 Jaw Chuck	10"				
Collet Chuck	5C				
5C Collets 1/16-1 1/16					
Taper Attachment					
Aloris T P and 4 Adapters #3					
Steady Rest					
Follower Rest					
Live Center # 4 Taper					
Newall Digital Readout					
Freight and Unloading ***					
Training					
*** Ship To:				Educational Discount	
Southern WV Community & Technical College				Net Price (Each)	
1601 Armory Drive				Delivery in Weeks	
Williamson WV 25661					
				0	

ITEM #0-2

It is strongly recommended that a complete proposal with detailed specs, features, etc. be attached to the bid specifications for more complete information and evaluation

Manual Mill Specifications			Required Tooling		
Currently Quantity Required	2	Price		Quantity	Price
			3" 45 Degree Insert Facemill	1	
X,Y,Z Travels	34" x 16" x 16"		Matching Inserts	10	
Table Size	50" x 10"		1" R8 shell mill adapter	1	
T-slot number , size	3, 5/8"		2" 90 degree facemill	1	
Spindle HP	3		matching inserts	10	
Spindle Drive	Variable		3/4 R8 shell endmill holder	1	
Spindle Speed	60-4500		1/8 2FL SE HSS End Mill 3/8 S	1	
Spindle Nose	R 8		3/16 2FL SE HSS End Mill 3/8 S	1	
Power Quill feeds	.0015,.003,.006		1/4 2FL SE HSS End Mill 3/8 S	1	
Quill Diameter	3 - 3/8"		5/16 2FL SE HSS End Mill 3/8 S	1	
Quill Travel	5"		3/8 2FL SE HSS End Mill 3/8 S	1	
Approx Weight	3,050		7/16 2FL SE HSS End Mill 3/8 S	1	
			1/2 2FL SE HSS End Mill 1/2 S	1	
			9/16 2FL SE HSS End Mill 1/2 S	1	
Required Options			5/8 2FL SE HSS End Mill 5/8 S	1	
Newell 2 Axis DRO			11/16 2FL SE HSS End Mill 5/8 S	1	
Table Feed x Axis			3/4 2FL SE HSS ENDMILL 3/4S	1	
6" Kurt Vice					
Power Draw Bar			Roller Toolbox 3 Drawer		
R8 Collet Set 27pc 1/16-7/8					
Jacobs Drill Chuck 5/8"					
8 pc end mill holder set					
T slot clamp kit 52 Pc					
Freight and Unloading ***					
Training					
*** Ship To:					
Southern WV Community & Technical College					
1601 Armory Drive					
Williamson WV 25661					
			Educational Discount		
			Net Price (Each)	0	
			Delivery in Weeks		

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 LA TE 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.



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
Request for Bid	File Type: PDF (.pdf)	Multiple	Required	Submit signed RFB, MURC Agreement Addendum, & Specification
RFB R1800643 COST (BT-05ER)	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 100 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/4699>.

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

2. Upload your submission at: <https://marshall.bonfirehub.com/opportunities/4699>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Sep 19, 2017 12:00 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 8/9/10+, 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>

MURC AGREEMENT ADDENDUM

MURC-2
Effective Feb. 2007

In the event of conflict between this Marshall University Research Corporation addendum and the vendor agreement, Marshall University Research Corporation addendum shall control:

ARBITRATION- Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to Marshall University Research Corporation

ACCELERATION- Any reference to acceleration of payments in the event of default of non-funding is hereby deleted.

AMENDMENTS- All amendments, modifications, alterations or charges to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this Marshall University Research Corporation addendum without the express written approval of Marshall University Research Corporation.

ATTORNEY FEES- Marshall University Research Corporation recognizes an obligation to pay attorney’s fees or cost only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.

GOVERNING LAW- The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State’s governing law.

HOLD HARMLESS- Any clause requiring Marshall University Research Corporation to indemnify or hold harmless any party is hereby deleted in its entirety.

INSURANCE- Any provision requiring Marshall University Research Corporation to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.

INTEREST- Should the agreement include a provision for interest on late payments, Marshall University Research Corporation agrees to pay the maximum legal rate under West Virginia law. All other references to interest of late charges are deleted.

PAYMENT-Any references to prepayment are deleted. Payment will be in arrears.

RECOUPMENT- Any language in the agreement waiving Marshall University Research Corporation’s right to set-off, counterclaim, recoupment, or other defense is hereby deleted.

RENEWAL- Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.

RIGHT TO NOTICE- Any provision for repossession of equipment without notice is hereby deleted. However, Marshall University Research Corporation does recognize a right of repossession with notice.

RIGHT TO TERMINATE- Marshall University Research Corporation shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.

SIMILAR SERVICES- Any provisions limiting Marshall University Research Corporation’s rights to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.

STATUTE OF LIMITATION- Any clauses limiting the time in which Marshall University Research Corporation may bring suit against the Vendor, lessor, individual, or any other party are deleted.

TAXES- Provisions in the agreement requiring the Marshall University Research Corporation to pay taxes are deleted. As a not for profit entity, the Corporation is exempt form Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will Marshall University Research Corporation file any tax returns or reports on behalf of Vendor or any other party.

TERMINATION CHARGES- Any provision requiring Marshall University Research Corporation to pay a fixed amount of liquidated damages upon termination of the agreement is hereby deleted. Marshall University Research Corporation may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current project period due to wrongful termination by Marshall University Research Corporation prior to the end of any current agreement term,

ACCEPTED BY:
MARSHALL UNIVERSITY RESEARCH CORP.
Spending Unit: _____
Signed: _____
Title: _____
Date: _____

VENDOR
Company Name: _____
Signed: _____
Title: _____
Date: _____