**REQUEST FOR BID**

**SOLICITATION #: RFB 90003636W**

**BID DUE DATE AND TIME:**
June 7, 2016 @ 3:00 P.M. EST.

**RETURN BID TO:**
Procurement Contracting and Payment Services (PCPS)
One Waterfront Place; Don Knotts Blvd
Third Floor / Room 3403
Morgantown WV 26501-4976

Phone: 304-293-5711

Visit WVU PCPS on the internet: [http://pcps.wvu.edu](http://pcps.wvu.edu)

**VENDOR (“BIDDER”) NAME AND ADDRESS:**
______________________________________
______________________________________
______________________________________
_______________, _____ ________________

**EMAIL:** ____________________________

**PHONE:** ____________________________

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**RFB TITLE: Medical Supplies for Athletic Department**

**BID FORM**

*See ATTACHMENT A – BID FORM*

**Special Terms/Detailed Specifications:**

West Virginia University is seeking bids from vendors for medical equipment for WVU’s Athletic department.

All items are to be delivered to West Virginia University with receipt by the Owner’s Representative. The beginning delivery target date is July 1, 2016 and all items must be delivered by August 5, 2016. Delivery of all equipment to the site must be coordinated with the Owner’s Representative below. However, until the bid has been awarded, contact should only be made with the procurement official listed below.

**Equipment is to be delivered to:**

West Virginia University  
Puskar Stadium  
Attn: Randy Meador  
One Rogers Drive  
Morgantown, WV 26507-0877

All items shall be as specified or equivalent, unless noted. Substitutions may be accepted, excluding those items marked “No Substitutes”. Descriptive language, including but not limited to product description & product capabilities must be submitted by the cut off for question date if an equivalent is being submitted. The cut off for questions date is **May 26, 2016**.

All equipment shall be new.

Bid Award: The bid award may result in separate awards to multiple vendors.

**Items to be submitted with your bid:**

- ATTACHMENT A – Bid Form
Bids should be emailed to bid@mail.wvu.edu.

Contracts will be awarded in late June and will be in effect for six (6) months.

Inquiries, written (Send to “Return Bid” Address) or verbal, shall be directed only to the following Procurement Officer:

Name: Cody Winiesdorffer
Telephone: 304-293-9777
Facsimile: 304-293-8152
Email: cwinies1@mail.wvu.edu

ADDENDA ACKNOWLEDGEMENT

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GENERAL INSTRUCTION TO BIDDERS ATTACHED

(FULL COPY OF WEST VIRGINIA UNIVERSITY PROCUREMENT MANUAL VISIT)
http://pcps.wvu.edu

Bidder shall submit one (1) Bid, signed in ink, on this Bid Form. The Bid Form shall be signed by an authorized agent of the bidder who has the authority to bind the Bidder to the bid price, terms and conditions, and the requirements of this RFB.

By signing this solicitation, the bidder certifies compliance with all general instructions to bidders, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud.

Authorized Signature: ___________________________ Date: ______________________
Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by West Virginia University (“WVU”) at the “Return Bid To” address stated above, until the specified due date and time. The following applies to this solicitation:

1. **Bid Submission Signature.** The bid shall be signed by an authorized agent of the bidder who has the authority to bind the bidder to the bid price, terms, conditions, and the requirements of this RFB. The bid submitted must have an original signature.

2. **Bid Format.** All prices must be submitted on Attachment A.

3. **Delivery Charges.** Bid prices shall include all delivery charges paid by the bidder, F.O.B. WVU Destination, unless otherwise provided in the solicitation. Any invoiced delivery charges not quoted and itemized on the WVU purchase order are subject to rejection and non-payment.

4. **Payment.** Payment is to be made within 30 days after receipt of properly executed invoice.

5. **Certifications.** By signing this solicitation, the bidder certifies compliance with all General Instructions to Bidders, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud. Bidder has read the entire solicitation, including all terms, conditions and specifications.

6. **Bid Delivery and Receipt.** The bid, the bid security, if any and other documents required to be submitted with the bid shall be emailed to bid@mail.wvu.edu. The subject of the email should include the Bid number and the proposing company’s name. Bids shall be submitted 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.

7. **Bid Forms.** Bids are to be submitted on and in accordance with the WVU solicitation forms provided, and must be signed by an authorized agent of the vendor. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil and/or bids containing no original signature indicating the bidder's intent to be bound will not be accepted.

8. **Interpretation of Solicitation/Bidder Inquiries.** If bidder is in doubt as to the meaning of any part or requirement of this solicitation, bidder may submit a written request for interpretation to the Procurement Officer at the address, email, and/or fax number shown above. Written inquiries must be received in the Purchasing Office no later than five (5) calendar days prior to the opening of bids, and shall be clearly cross-referenced to the relevant solicitation/specification in question.

9. **Non-Official Actions.** No decisions or actions shall be executed by any bidder as a result of oral discussions with any WVU employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by Procurement, Contracting, and Payment Services, and mailed or otherwise delivered to all bidders known to have received the solicitation. WVU shall not be responsible for any other interpretations or assumptions made by bidder.

10. **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. A withdrawal may be made by facsimile or electronic transmission. A modification may also be made by facsimile or electronic transmission if the final bid result is not revealed prior to the bid opening.

11. **Rejection of Bids.** WVU 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.

12. **Bid Opening.** 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.

13. **Standards of Quality.** Any product or service bid shall conform to all applicable federal, state and local laws and regulations, and the specifications contained in the solicitation. Unless otherwise specified in this RFB, any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation.
14. **New Products/Warranty/Patents.** All products bid for purchase must be new, never previously used, of the manufacturer’s current model and/or packaging, and of best quality as measured by acceptable trade standards. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified.

15. **Warranties.** The manufacturer’s standard published warranty and provisions shall apply, unless more stringent warranties are otherwise required by WVU and specified in the solicitation. In such cases the bidder and/or manufacturer shall honor the specified warranty requirements, and bid prices shall include any premium costs of such coverage.

16. **Patent Infringement.** Bidder guarantees that the products proposed and furnished will not infringe upon any valid patent or trademark; and shall, at its own expense, defend any and all actions or suits charging such infringement, and shall save WVU harmless.

17. **Descriptive Information.** Bidders proposing an equivalent brand or model are to submit with the bid descriptive information (such as literature, technical data, illustrations, etc.) sufficient for WVU to evaluate quality, suitability, and compliance with the specifications. Failure to submit descriptive information may cause bid to be rejected. Any changes made by bidder to a manufacturer’s published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, bidder must state in what respect items deviate. Bidder’s failure to note exceptions in its bid will not relieve the bidder from supplying the actual products requested.

18. **Bids/Prices/F.O.B. Point.**
   a. The bid price for each item is to be quoted on a “net” basis and F.O.B. WVU Destination. All items must be suitably packed and prepared for shipment to secure lowest transportation rates and comply with carrier regulations. No charges will be paid by WVU for packing, crating, or cartage unless stated in the Purchase Order/Contract. All shipments to be forwarded on one day via one route must be consolidated. Vendor must ship goods through a properly insured carrier. The Vendor shall be totally responsible for any damages done to WVU property during delivery, assembly, installation/placement of the goods and/or the furnishing of the services described herein and shall repair or cause to be repaired at its expense any such damages in a manner satisfactory to WVU.
   b. Bids other than F.O.B. WVU Destination may be rejected.
   c. Bids indicating estimated freight charges may be rejected.
   d. Bids requiring deposits, payment in advance, or C.O.D. terms may be rejected.
   e. Bidders who do not quote “net” item prices and who separately quote an overall “lump sum” freight cost or discount for all items shall be considered as submitting an “all-or-none” bid for evaluation and award purposes; and risk rejection if award is made on an item basis.
   f. Prices shall be firm for acceptance for a minimum of sixty (60) consecutive calendar days, unless otherwise specified. Bids conditioned with shorter acceptance periods may be rejected.
   g. Prices are to be quoted in the unit/packaging specified (e.g. each, 12/box, etc.), or may be rejected.
   h. In the event of extension errors, the unit price bid shall prevail.

19. **Permits, License, and Taxes.** Vendor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state, and local governments in which work under any Purchase Order/Contract is performed. The Vendor shall pay any sales, use, personal property, and other taxes arising out of any Purchase Order/Contract and the transactions contemplated hereby. Any other taxes levied upon any Purchase Order/Contract, the transaction, or the equipment, goods or services delivered pursuant hereto shall be the responsibility of the Vendor. West Virginia University is exempt from Federal and WV State taxes and will not pay or reimburse such taxes.

20. **Terms and Conditions.** This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in its bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of West Virginia. Additional terms and conditions may be accepted or rejected at the sole discretion of WVU.

21. **Vendor Forms.** The terms and conditions of the WVU solicitation and purchase order/contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc.
22. **Awards.** Award will be made to the lowest responsible and responsive bidder. WVU reserves the right: (1) to award items separately, grouped, or on an all-or-none basis, as deemed in its best interest; (2) to reject any or all bids and/or items; and (3) to waive any informalities.

23. **Incorporation of Solicitation.** All solicitation specifications, terms and conditions shall be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

24. **Acceptance of Bid.** Only the issuance of an official WVU purchase order/contract shall constitute the University’s acceptance of a bid. WVU shall not be responsible in any way to a vendor for goods delivered or services rendered without an official WVU purchase order/contract.

25. **Applicable Law.** The laws of the State of West Virginia and the Procedural Rules of West Virginia University shall govern all rights and duties under this solicitation, Purchase Order/Contract, including without limitation, the validity thereof. Any provision incorporated herein by reference which purports to negate this or any other provision in a Purchase Order/Contract in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Vendor hereby expressly consents to the jurisdiction of the Court of Claims of the State of West Virginia.

26. **Vendor Registration.** All vendors must be registered with the State of West Virginia before conducting business. All vendors must be registered prior to issuance of a purchase order and will be responsible for and must pay any registration fee. All bidders are encouraged to contact WVU Procurement, Contracting & Payment Services at phone number 304-293-5711 for further information.

27. **Resident Vendor Preference.** West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. The certificate for application to be used to request such preference is attached to the Bid Form found herein. **Any vendor wishing to claim resident preference, must complete this form, sign and include with his/her bid.**

28. **Awarded Products/Unauthorized Substitutions.** Only those awarded brands and numbers stated in the WVU Purchase Order/Contract are approved for delivery, acceptance, and payment purposes. Any substitutions require prior approval of WVU. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at vendor’s expense, and non-payment.

29. **Testing/Rejected Goods.** Vendor warrants that the products furnished will be in full conformity with the specification, drawing or sample, and agrees that this warranty shall survive delivery, acceptance, and use. Any defect in any product may cause its rejection. WVU reserves the right to test products for conformance to specifications both prior to and after any award. No goods received by WVU pursuant to this RFB shall be deemed accepted until WVU has had reasonable opportunity to inspect said goods for hidden damage or failure to meet specifications. Damaged/unacceptable goods shall be rejected and will be returned at Vendor’s expense for full credit or replacement, at WVU’s sole option. WVU reserves the right to test any goods, or services delivered to determine that specifications have been met. No goods returned as defective shall be replaced without WVU’s written authorization. If Vendor fails to cure defect within ten (10) calendar days, WVU reserves the right to purchase on the open market and Vendor shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

30. **Independent Contractor.** Vendor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Vendor nor any agent or employee of Vendor shall be deemed to be an agent or employee of WVU. Vendor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through WVU and WVU shall not pay for or otherwise provide such coverage for Vendor or any of its agents or employees. Vendor shall pay when due all applicable federal and state employment taxes.

31. **Delivery.** Vendor is responsible for making timely delivery in accordance with the solicitation and/or the Purchase Order/Contract. Unless otherwise stated on the Purchase Order/Contract, all shipments are to be prepaid “F.O.B. destination” and risk of loss and/or title to the goods will not pass to WVU until the goods are accepted at the delivery destination, subject to inspection and acceptance as defined herein. Delivery time is of the essence and delivery or performance shall be strictly in accordance with the schedules, terms and conditions and exact quantities as specified in the Purchase Order/Contract. The failure of Vendor to meet delivery schedules, as interpreted by WVU; failure to make replacement of rejected goods or services as directed by WVU, or non-performance or violation of contract provisions shall permit WVU, at its discretion, to rescind or cancel the contract without any liability and purchase
comparable goods or services on the open market and Vendor shall be liable for any excess price paid for the replacement, plus applicable expenses, if any. Whenever Vendor has knowledge that any situation or condition will delay or threaten the time performance of this order, Vendor shall immediately give notice thereof, including all relevant information with respect thereto, to WVU. Neither WVU nor Vendor shall be liable for any default due to Acts of God, war, fire, flood, epidemic, strikes or freight embargo or other causes beyond control and without fault or negligence. Acceptance by WVU of late delivery of either whole or part of the Purchase Order/Contract shall not constitute a waiver of its claim for any damages resulting from late delivery.

32. **Default of Vendor.** Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation. Where the University has determined the vendor to be in default, WVU reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the vendor with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting vendor will be considered for award.

33. **Vendor Invoices.** WVU shall pay the Vendor, after the submission of proper invoices or vouchers, the prices stipulated in the Purchase Order/Contract for goods delivered and accepted or services rendered and accepted, less any deductions provided in this contract. A valid WVU the Purchase Order/Contract Number must be shown on all acknowledgments, shipping labels, packing slips, invoices and correspondence associated with the Purchase Order/Contract. This order must not be invoiced at prices higher than those appearing hereon without authority in writing from WVU. Pursuant to W. Va. Code § 12-3-10, payments may only be made after the receipt of goods or services.

34. **Assignment of Contract/Contract Proceeds.** Vendor may not assign any Purchase Order/Contract or any moneys due or to become due hereunder without the prior written consent of WVU, and any assignment made without such consent shall be void. WVU may assign any Purchase Order/Contract to any affiliate, or successor in interest to all or any part of its operations without prior notice to Vendor.

35. **MBE (Supplier Diversity Initiative Program).** WVU voluntarily maintains a Supplier Diversity Initiative Program as part of its efforts to increase participation of minority and women vendors. WVU seeks to achieve this goal through primary and second-tier suppliers. Vendor agrees to disclose on its invoice any minority or woman Vendor or subvendor utilized in the performance of any Purchase Order/Contract.

36. **Termination for Cause.** WVU may terminate this solicitation or any Purchase Order/Contract or part hereof at any time for cause in the event Vendor fails to comply with any of the terms and conditions of this solicitation or any Purchase Order/Contract, including, without limitation, late delivery or performance, the delivery of defective or non-conforming goods or services, or failure to provide WVU with reasonable assurances of future performance. In the event of termination for cause, WVU shall not be liable to Vendor for any amount, and Vendor shall be liable to WVU for any and all damages sustained by reason of the default which gave rise to the termination.

37. **Indemnification.** Vendor agrees to indemnify, defend, and hold whole and harmless WVU, its affiliates, and their respective Board of Governors, officers, employees and agents (collectively, the “Indemnified Parties”) from and against all claims, demands, causes of action, losses, costs and expenses, including without limitation reasonable attorneys’ fees and costs of defense (collectively, “Losses”), arising out of or incident to (a) Vendor’s performance hereunder, (b) the presence of Vendor, its employees, agents or invitees on WVU premises, (c) any breach of any warranty of Vendor contained herein, and (d) any claim of patent, trademark, copyright, franchise or other intellectual property infringement by goods and/or service provided by Vendor hereunder; provided that Vendor shall not be liable for Losses to the extent caused by the negligence or willful misconduct of any Indemnified Party. W. Va. Const. Art. VI § 35 and Art. X § 6 do not allow WVU to hold harmless or indemnify Vendor.

38. **Cancellation for Convenience.** WVU reserves the right at any time for its convenience to cancel any Purchase Order/Contract as to all or any portion of the goods then not shipped or services then not performed, subject to an equitable adjustment between the parties as to any work or goods (but not to include standard stock) then in progress. Vendor shall not be paid for any amount of lost profits on canceled orders, or for any avoidable costs incurred after receipt of notice of cancellation, including but not limited to any costs incurred by Vendor’s suppliers or subcontractors which Vendor could reasonably have avoided. No termination for convenience shall relieve Vendor or WVU of its obligations as to any goods or services previously delivered hereunder. Any claim for adjustment hereunder must be asserted within thirty (30) days after the date of Vendor’s receipt of notice of cancellation.
39. **Termination for Non-Appropriation of Funds.** All services performed or goods delivered under WVU 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.

40. **Compliance.** By submitting and signing this bid, vendor agrees to strictly comply with all applicable federal and state laws, rules and regulations in effect or hereafter established, including, without limitation, the Americans with Disabilities Act, laws applicable to discrimination, unfair employment practices, the use or handling of toxic or hazardous substances, and prevailing wage rates of the W. Va. Division of Labor, if applicable. In addition, Vendor shall comply with all rules and regulations of WVU while on WVU premises. Any act of discrimination committed by vendor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

41. **Certification of No Suspension or Debarment.** By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations.

42. **West Virginia Freedom of Information Act.** All records, documents, and information in WVU’s possession, including any document related to this solicitation or the performance of any Purchase Order/Contract, may be subject to disclosure pursuant to the West Virginia Freedom of Information Act (W. Va. Code §§ 29B-1- to -7).