Shepherd University
Request For Bids
Department of Procurement Services
217 Ikenberry Hall, PO Box 5000, Shepherdstown, WV 25443 (304) 876-5216

RFB# -P0006184

Vendor: _____
Attn: _____
Address: _____
City, ST, Zip _____
Phone: _____
Fax: _____

BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS PRINTED ON THE REVERSE SIDE HEREOF AND AS SET FORTH HEREIN.

Sealed bids for furnishing the suplies, equipment, services, or printing described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, THE BID WILL BE SUBMITTED ON THIS FORM IN ORIGINAL AND ONE (1) COPY. SIGNED IN FULL, IN INK, AND RECEIVED IN THE DEPARTMENT OF PROCUREMENT SERVICES TO HAVE A DATE/TIME STAMP AFFIXED, ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. Prices will be based on units specified. 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 in the best interest of the Institution.

Date: 4/13/2022			DELIVERY IS REQUIRED NO LATER THAN:	**BIDS OPEN AT 3:00PM ON: 4/22/22**	
Item #	**Quantity**	**Unit M**	**Description**	**Unit Price**	**Extended**
			"As Specified"		
1	26	ea	Leica DM500 Brightfield 4 Obj Standard Plan Outfit		
			with Pointer Part 13613208		
2	26	ea	US Power Cord for Leica DM500 Microscopes		
			Part 13613900		
			Optional Items for Microscopes		
3	1	ea	Obj HI Plan 10x/0.25 PH1 Part 11506230		
4	1	ea	Obj HI Plan 20x/0.40 PH1 Part 11506278		
5	1	ea	Obj HI Plan 40x/0.65 PH2 Part 11506240		
6	1	ea	Obj HI Plan 100x/1.25 OIL PH3 Part 11506241		
7	1	ea	Phase Slider 4 POS; BF 10x/20x/40x/100x Part 13593039		
8	1	ea	ICC50 W Camera Module Part 13613735		
9	6	ea	4 Position Darkfield Slider Part 13613567		
10	1	ea	Phase Telescope Part 13613533		
11	1	ea	Hard Microscope Carry Case Part 13613263		
				TOTAL	

To the Department of Procurement Services,

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, specifiec 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.

Authorized Signature: _____ **Date:** _____
Name (Printed/Typed): _____
Title: _____

Bidder guarantees shipment from _____ via _____ within _____ days.

FOB _____ after receipt of order at address shown.

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 purposed 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 W. Va. Division of Labor, if applicable.

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 the 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. PAYMENTS AND INTEREST ON LATE PAYMENTS: Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.

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 purposed 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 Seller's 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.

Shepherd University
Continuation Sheet

Buyer	Page	Requisition #
Vendor Name		

Item #	Quantity	Description	Unit Price	Extended Price
		1. Time is of the essence, and delivery may be considered in making an award. 2. Specifications shown are to be used to indicate the level of performance and quality of the equipment required. 3. Please include descriptive literature with your Bid of the equipment you intend to furnish to ensure The specific brand indicated is being offered. 4. Failure of successful bidder to make delivery as quoted herein will be considered sufficient cause for cancellation. If vendor name and/or address to be indicated on invoice will differ from that of the purchase order if it is necessary that invoice name and address be shown below: _____ _____ _____ _____		

Delivery Address for Bid:

For Express Delivery:
Shepherd University Procurement Services
308 N Princess Street
Shepherdstown, WV 25443
304-876-5236

For Courier or USPS Delivery:
Shepherd University Procurement Services
215 Ikenberry Hall
PO Box 5000
Shepherdstown, WV 25443
304-876-5216

Delivery Address for Microscopes and Peripherals:

Shepherd University Facilities Management
308 N Princess Street
Shepherdstown, WV 25443
304-876-5236

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ___ day of _____, 20___.

My Commission expires _____, 20___.

AFFIX SEAL HERE

NOTARY PUBLIC _____