

EASTERN KENTUCKY UNIVERSITY DIVISION OF PURCHASES REQUEST FOR BID		PAGE 1 OF 5 PAGES	COMMODITY/ PURCHASING
		DATE 11.5.09	Autoclavable BioBundle 3L or Equal
ATTENTION: This is Not an Order. Read All Instructions, Terms, And Conditions Carefully.		INVITATION NO. EKU 14-10	NAME OF BUYER LORA SNIDER
			PHONE (859) 622-2246
IMPORTANT: Sealed Bids Must be Received By		BID OPENING DATE	TIME LOCATION
		11.16.09	2:00 PM ET 213 JONES BUILDING
VENDOR NAME AND ADDRESS		RETURN ORIGINAL COPY OF BID TO:	DIVISION OF PURCHASES EASTERN KENTUCKY UNIVERSITY JONES BUILDING, RM 213 RICHMOND, KENTUCKY 40475

- Sealed Bids for furnishing the following will be received by the Division of Purchase, **Eastern Kentucky University**, Jones Building, Richmond, Kentucky until the date and time stated above.
- Please quote your single best net price on each item, unless a discount form list price is requested, delivered to the address specified, all transportation charges prepaid. Price shall include delivery to the agency receiving building.
- Bids must be firm. Those containing escalator clauses cannot be accepted. To receive consideration, bids must be made on this form and signed in full. Prices must be based on stated units and extended. Delivery guarantee must be shown.

SEE PAGE 2 FOR ANY SPECIAL CONDITIONS

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

- That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation):
- That the attached bid or bids covering Invitation No. [**EKU 14-10**] have been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of actions, with, any other contractor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or Competitions:
- That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
- That the bidder is legally entitled to enter into the contracts with Eastern Kentucky University and is not in violation of any prohibited conflict of interest, including those prohibited by the provision of KRS 45A.330 through KRS 45A.340 and KRS 164.390, and
- That I have fully informed myself regarding the accuracy of the statements made above.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

NOTICE

- Any agreement or collusion among bidders or prospective bidders which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price, or to refrain from bidding, or otherwise, is prohibited.
- Any person who violates any provisions of Kentucky Revised Statute 45A.325 shall be guilty of a Class D felony and shall be punished by a fine not less than five thousand dollars, nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars nor more than twenty thousand dollars.

OFFEROR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The Offeror by signing and submitting a proposal agrees as required by KRS 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of the statutes must be provided to the University by the successful Offeror prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Offeror, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, 41 CFR 60-1.8 that prohibits the maintaining of segregated facilities.

SMOKE FREE ZONE POLICY

The Offeror, by signing and submitting a Proposal, agrees to comply with the University's Smoke Free Zone Policy.

See: www.hr.eku.edu/Policy%20and%20Procedures/Smoke-free_zone_policy.pdf

SUSTAINABILITY POLICY

The University is committed to reducing the adverse environmental impact of its purchasing decisions; it is committed to buying goods and services from contractors who share its environmental concern and commitment. The University encourages bidders to include in their responses economical and environmentally friendly products and service options that serve to minimize waste, reduce excess packing, recycle, reduce, reuse, prevent pollution, and/or offer resource efficiency. It's the University's goal to maximize environmental responsibility on its campuses.

IMPORTANT: SIGN BELOW

<p style="text-align: center;">PARKING PERMITS FOR BID OPENING DAY</p> <p>Temporary parking permits are available from EKU Parking & Transportation Svc., Mattox Hall, 521 Lancaster Avenue, Richmond, KY 40475, 859-622-1063</p> <p style="text-align: center;">PAYMENT TERMS</p> <p>We submit the prices and agree to make delivery within _____ days after receipt of order. This offer is for _____ Calendar days from the date this bid is opened.</p> <p>In submitting this bid, it is expressly agreed that, upon proper acceptance by the Division of Purchases of any or all items bid above, an order shall thereby be created with respect to the items accepted.</p>	<p>SIGNED BY _____</p> <p>FIRM _____</p> <p>ADDRESS _____</p> <p>CITY, STATE, ZIP _____</p> <p>A/C PHONE NO. _____</p> <p>A/C FAX NO. _____</p> <p>DATE _____</p>
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SOLICITATION INSTRUCTIONS AND CONDITIONS

1. DEFINITIONS:

As used herein:

(a) The term "solicitation" means Invitation for Bids (IFB) where the procurement is advertised. And Request for Proposal (RFP) where the procurement is negotiated.

(b) The term "offer" means bid where the procurement is advertised, and proposal where the procurement is negotiated.

2. PREPARATION OF OFFERS:

(a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the solicitation and print, or type his name, Firm, Address, Telephone Number, and Date. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the issuing office.

(c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the Amount column of the Schedule for each item offered. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.

(d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Offeror must state a definite time for delivery of supplies or for performance of services unless specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

3. EXPLANATION OF OFFERORS:

Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment of the solicitation if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

4. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS:

Receipt of an amendment to a solicitation by an offeror must be acknowledged by signing and returning the amendment or by letter. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

5. SUBMISSION OF OFFERS:

(a) Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by telegraphic notice, provided such notice is received prior to the hour and date specified for receipt.

(c) Samples of items, when required, must be submitted within the time specified, and unless otherwise specified at no expense. If not destroyed by the testing, samples will be returned at Offeror's request and expense, unless otherwise specified by the solicitation.

CAUTION - LATE OFFERS See the paragraph of this solicitation entitled "LATE OFFERS AND MODIFICATIONS OR WITHDRAWALS"

6. FAILURE TO SUBMIT OFFER:

If no offer is to be submitted, return the solicitation unless otherwise specified. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

7. MODIFICATION OR WITHDRAWAL OF OFFERS:

If this solicitation is advertised, offers may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

8. LATE OFFERS AND MODIFICATIONS OR WITHDRAWALS:

Offers and modifications of offers (or withdrawals thereof, if this solicitation is advertised) received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

9. AWARD OF CONTRACT:

(a) The contract will be awarded to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the state price and other factors considered.

(b) The state reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

A written award (or Acceptance of Offer) mailed (or otherwise furnished) to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a binding contract without further action by either party.

10. KENTUCKY SALES/USE TAX:

Sales of tangible personal property or services to the State of Kentucky and its Constitutional Agencies are not subject to state sales or use taxes.

11. COMPLIANCE - STATE LAWS:

It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed under state laws. The rights and obligations of the parties hereto shall be determined in accordance with the laws of the **STATE OF KENTUCKY**.

12. CONTRACT CHANGES:

During the period of contract, no change will be permitted in any of its conditions and specifications unless the Contractor receives written approval from the Director of the Division of Purchases.

Should the Contractor find at any time that existing conditions make modification in requirements necessary he shall promptly report such matter to the Director of the Division of Purchases for consideration and decision.

13. SELLER'S INVOICES:

Invoices shall be prepared and submitted in triplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals.

14. ORDER OF PRECEDENCE:

In the event of an inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) Special Conditions: (b) Solicitation Instructions and Conditions: (c) General Provisions: (d) other provisions of the contract, whether incorporated by reference or otherwise and (e) the specifications.

NOTE - Offers must set forth full, accurate, and complete information as required by the solicitation. Offers that contain a bidder's own special terms conditions in conflict with this solicitation and/or state statutes and regulations may be rejected.

SWORN STATEMENT REGARDING CAMPAIGN FINANCE LAWS

PURSUANT TO KRS 45A.110 AND KRS 45A.115, AS AMENDED, A DETERMINATION OF RESPONSIBILITY OF A BIDDER OR OFFEROR CANNOT BE MADE UNTIL THE BIDDER OR OFFEROR PROVIDES A SWORN STATEMENT THAT HE HAS NOT KNOWINGLY VIOLATED ANY PROVISION OF THE CAMPAIGN FINANCE LAWS OF THE COMMONWEALTH AND THAT THE AWARD OF A CONTRACT TO A BIDDER OR OFFEROR WILL NOT VIOLATE ANY PROVISION OF THE CAMPAIGN FINANCE LAWS OF THE COMMONWEALTH. TO COMPLY WITH THESE STATUTES THE SWORN STATEMENT REGARDING CAMPAIGN FINANCE LAWS INCLUDED WITH THIS INVITATION FOR BID SHOULD BE SIGNED AND RETURNED WITH YOUR BID. THESE STATUTES CURRENTLY READ AS FOLLOWS:

KRS 45A.110:

- (1) A written determination of responsibility of a bidder or offeror shall be made and it shall be made in accordance with administrative regulations promulgated by the secretary of Finance and Administration Cabinet. A reasonable inquiry to determine the responsibility of a bidder or offeror may be conducted. The failure of a bidder or offeror to promptly supply information in connection with such an inquiry may be grounds for a determination of non responsibility with respect to such a bidder or offeror.
- (2) A written determination of responsibility of a bidder or offeror shall not be made until the bidder or offeror provides the Secretary of the Finance and Administration Cabinet with his sworn statement made under penalty of perjury that he has not knowingly violated any provisions of the campaign finance laws of the Commonwealth and that the award of a contract to a bidder or offeror will not violate any provision of the campaign finance laws of the Commonwealth. "Knowingly" means, with respect to conduct or to a circumstance described by a statute defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.
- (3) Except as otherwise provided by law, information furnished by a bidder or offeror pursuant to this section may not be disclosed outside of the Division of State Purchasing or the purchasing agency administering the contract without prior written consent of the bidder or offeror.

KRS 45A.115:

The Secretary of the Finance and Administration Cabinet may provide for prequalification of suppliers as responsible prospective contractors for particular types of supplies, services, and construction. The Secretary of the Finance and Administration Cabinet shall not prequalify a supplier as a responsible prospective contractor until the supplier provides the Secretary with his sworn statement made under penalty of perjury that he has not knowingly violated any provision of the campaign finance laws of the Commonwealth and that the award of a contract to the supplier will not violate any provision of the campaign finance laws of the Commonwealth. "Knowingly" means, with respect to conduct or to a circumstance described by a statute defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists. Solicitation mailing lists of potential contractors of such supplies, services, and construction shall include but shall not be limited to such prequalified suppliers. Prequalification shall not foreclose a written determination:

- (1) Between the time of the bid opening or receipt of offers and the making of an award, that a prequalified supplier is not responsible, or
- (2) That a supplier who is not prequalified at the time of bid opening or receipt of offers is responsible.

ITEM NO.	SPECIFICATIONS	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	<p>Autoclavable BioBundle 3L (or Equal **)</p> <ul style="list-style-type: none"> • 3-Liter total volume single wall glass autoclaveable bioreactor vessel with stand • All necessary probes and connectors to perform any basic experiment • Ez-Control process control instrument • BioXpert Lite data acquisition software • Startup Kit – to completely rebuild your fermentor three times • A touch screen interface with intuitive schematic and configuration screens • Includes ADDA Module • Ship To: FOB Destination Agriculture Department Attn: Bruce Pratt Carter 1 521 Lancaster Avenue Richmond, KY 40475 • ** Or Equal bids must include specification sheets 	1	EA	\$ _____	\$ _____

FOR USE OF DIVISION OF PURCHASES

APPROVED _____ DATE _____
(BUYER)

TAXPAYER IDENTIFICATION NUMBER REQUEST

Eastern Kentucky University requires a Federal Tax Identification number or Social Security number for all vendors or persons doing business with the University in order to comply with Federal Regulations and tax reporting requirements. Please take a few minutes to fill out this information and return to us to ensure prompt payment of your invoices. Thank you for the valuable service you have provided Eastern Kentucky University, and we look forward to a long and lasting relationship. IF SENDING A W-9, PLEASE RETURN THIS FORM ALSO.

For your convenience, you may return the information one of the following ways:

FAX: Vendor File @ 859-622-2047

**Mail: Purchasing Division
Eastern Kentucky University
521 Lancaster Avenue
213 Jones Bldg, CPO 8A
Richmond, Kentucky 40475
Phone # (859)622-2246**

Please type or print legibly

VENDOR INFORMATION

Name of Firm * (Company or Individual)	Phone Number *	Make Checks Payable To *
Address *	Fax Number *	Payment Address *
Address	Web Site Address or E-mail	Payment Address
Address	Vendor Representative	Name on Invoice *
City * State * Zip*	Federal Tax ID Number **	Social Security Number **
Willing to accept ACH payments * Yes <input type="checkbox"/> No <input type="checkbox"/> Bank Routing # _____ Bank Account # _____	Willing to accept credit card payments* Yes <input type="checkbox"/> No <input type="checkbox"/>	Payment Terms *

* required fields

** Federal Tax ID Number- This field *must* be completed if "Name of Firm" is a company name.

Social Security Number- This field *must* be completed if "Name of Firm" is an individual's name.

CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U. S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholdings because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct Taxpayer Identification Number.

Signature of U.S. Person _____ Date _____

<p>Type of Ownership (Check Appropriate Box(es)) *</p> <p><input type="checkbox"/> (01) Individual/Sole Proprietorship <input type="checkbox"/> (05) Non-Resident Alien</p> <p><input type="checkbox"/> (02) Partnership <input type="checkbox"/> (06) Exempt from backup withholding</p> <p><input type="checkbox"/> (03) Corporation-Incorporated in (State) _____ <input type="checkbox"/> Other: _____</p> <p><input type="checkbox"/> (04) Non-profit/Education _____</p>	<p>Business Classification (Check Appropriate Box(es)) *</p> <p><input type="checkbox"/> (SM) Small Business <input type="checkbox"/> (SD) Small Disadvantaged Business</p> <p><input type="checkbox"/> (LG) Large Business <input type="checkbox"/> (GA) Government Agency</p> <p><input type="checkbox"/> (CT) In County <input type="checkbox"/> (NP) Non-Profit</p> <p><input type="checkbox"/> (MN) Minority Owned <input type="checkbox"/> (AL) Alumni Owned</p> <p><input type="checkbox"/> (WO) Women Owned <input type="checkbox"/> (HZ) Hub Zone Small Business</p> <p><input type="checkbox"/> Other (Specify) _____</p>
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*Business Classification Reference Links: www.ccr.gov/sizestandard.asp, <https://eweb1.sba.gov/hubzone/internet/general/whoware.cfm>, and <http://app1.sba.gov/faqs/faqindex.cfm?arealD=11>

Printed Name of Authorizing Official: _____

Authorized Signature: _____ **Date:** _____