


Request for Proposal	 <p style="text-align: center;">Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2599</p>	Proposal# MU17DCRD
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Vendor: FEIN/SSN:	For information contact: Phone: _____ Buyer: Stephanie Smith Phone: 304-696-2599 Email: _____ Email: purchasing@marshall.edu Fax: _____
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The Institution will receive sealed requests for proposals furnishing services described below. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE PROPOSAL WILL BE SUBMITTED INTO THE BONFIRE PORTAL ON OR BEFORE THE DATE AND TIME SHOWN FOR THE PROPOSAL OPENING AND (1) ONE COURTESY COPY MAILED TO THE OFFICE OF PURCHASING AT THE ADDRESS PROVIDED HEREIN. The Institution reserves the right to accept or reject proposals separately or as a whole, to reject any or all proposals, to waive informalities or irregularities and to contract as the best interests of the ON THE REVERSE SIDE HEREOF AND AS SET FORTH HEREIN.

DATE 11/1/2016	DELIVERY REQUIREMENTS	DEPARTMENT REQUISITION NO.	PROPOSALS OPEN: December 2, 2016 at 3:00 PM	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID	
Item #	Quantity	Description		Unit Price	Extended Price
<u>REQUEST FOR PROPOSALS</u> Project Name: PREPAID DEBIT CARD SOLUTION Proposal Response Deadline: 3:00 PM EST on DECEMBER 2, 2016					
Total					

To the Purchasing Department,

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

FOB _____ After receipt of order at address shown
 Terms _____

BOG 43

Bidder's name Vendor _____

Signed By _____

Typed Name _____

Title _____

Street Address _____

City/State/Zip _____

Date _____ Phone _____

Fein _____

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1. INTRODUCTION

Marshall University, hereafter referred to as the “University”, “Marshall”, or “MU”, is requesting proposals from qualified bidders, hereafter referred to as “Contractor”, “Vendor” or “Respondent”, for prepaid card solutions to replace current paper check or cash advance processes. Respondents must submit their qualifications, experience, references, and other information as required throughout the process that will enable Marshall to select a solution that best meets the needs of its students, staff, and faculty.

The University reserves the right to choose the best overall configuration/solution from all submitted proposals. The selection of a proposer, should it occur, will be based on evaluation criteria established by the University. The scoring of a proposer will be at the discretion of the Review Committee established by the University. Proposals should be thorough and as detailed as possible so the University may properly evaluate each contractor’s ability to provide the specified/proposed services.

Marshall University’s Mission Statement

Marshall University is a multi-campus public university providing innovative undergraduate and graduate education that contributes to the development of society and the individual. The University actively facilitates learning through the preservation, discovery, synthesis, and dissemination of knowledge.

Marshall University will

- provide affordable, high quality undergraduate and graduate education appropriate for the state and the region;
- provide services and resources to promote student learning, retention, and academic success;
- foster faculty, staff, and student outreach through service activities;
- provide a safe and secure employee work environment;
- make instruction available throughout the University’s service area using all appropriate modes of delivery;
- enhance the quality of health care in the region;
- promote economic development through research, collaboration, and technological innovations;
- educate a citizenry capable of living and working effectively in a global environment;
- support and strengthen the faculty, staff, student, and administrative governance structures in order to promote shared governance of the institution;
- further the intellectual, artistic, and cultural life of the community and region; and
- Adhere to the Marshall University Creed and to the Statement of Ethics.

Marshall University faculty will

- remain current in their fields of expertise and incorporate that expertise in the educational process as appropriate;
- improve instruction through the use of innovative teaching methods that require students to become actively involved in the learning process and develop the critical thinking skills necessary for life-long learning;
- contribute to the body of knowledge through completion of scholarly and creative activities;
- actively engage and mentor students in scholarly, artistic, and creative endeavors;
- help students develop the ability to navigate through a rapidly changing society; and

- regularly review the curriculum, degree, and programs offered, and recommend necessary additions and deletions to meet changing needs of the state and region.
- Marshall University staff will
- support the mission of the University in their transactions with students, staff, faculty, administrators, and the public;
- develop a positive, just, and equitable workplace; and
- be a quality workforce equipped with appropriate skills and knowledge.

Marshall University students will have the opportunity to

- use their knowledge, creativity, and critical thinking skills to make their communities better places in which to live;
- examine critically the many issues facing society and, through the process of civil discourse, prepare themselves to become socially responsible individuals who contribute to the betterment of society;
- appreciate and cultivate diversity, and value differences;
- participate in activities such as artistic and cultural programs, social and residential life activities, and intercollegiate/intramural athletic teams; and
- undertake intensive graduate-level education in their chosen fields upon admission to graduate school, giving them solid foundations for becoming competent professionals.

Marshall University administration will

- actively seek resources to support the mission and goals of the institution as stated in this document;
- secure funding to support scholarship, artistic, and creative endeavors, faculty and staff development, and state-of-the-art classrooms;
- provide leadership to facilitate the institution’s achievement of its mission and vision;
- administer the policies of the university in a fair, ethical, and equitable manner;
- communicate the vision, mission, goals, achievements, and difficulties of the institution in a clear, effective, and forthright manner to both internal and external constituencies; and
- actively support shared governance of the institution.
- Additional general information about the university may be obtained at www.marshall.edu.

2. INSTRUCTIONS FOR SUBMITTING A PROPOSAL

2.1 Inquiries, Information, Notice, and Correspondence – Interpretation, Correction or Changes in RFP.

All inquiries, requests for information, notices, and correspondence concerning this RFP must be submitted in writing. Any interpretation, correction, or change in an RFP will be made by formal addendum by the University. Interpretations, corrections, or changes to an RFP made in any other manner will not be binding, and no proposer may rely upon any such interpretation, correction or change.

Proposers should make any requests for additional information or clarification, in writing only, to the appropriate department as indicated below. Vendor shall not contact any member of the evaluation team, advisory committee, University staff, or consultants regarding this RFP or any matter concerning this process. If a representative of any company or party submitting a response violates the foregoing prohibition, such contact may result in the respondent being disqualified.

Contact for all inquiries, notice, correspondence, and/or official formal addenda:

Stephanie Smith, Director of Purchasing
 Marshall University Office of Purchasing
 Old Main 125, One John Marshall Drive, Huntington, West Virginia 25755-4100
 Email: purchasing@marshall.edu Telephone (304) 696-2599 Fax: (304) 696 -3333

2.2 Submission Instructions:

Upload all RFP Responses into the Bonfire portal on or before the proposal deadline. See page 14 for submittal instructions. A courtesy copy of the proposal can be mailed to the address provided above.

2.3 Timeline

The typical RFP process may consist of any of the following steps, at the University’s discretion:

Release of the RFP	11/2/2016
Written “Questions & Comments” Deadline	11/9/2016
Mandatory Pre-Proposal Conference, Additional Questions	11/16/2016
Addendum Issued/MU’s Response to Pre-Bid Meeting Questions	(TBD)
Proposal Opening/Response Deadline	12/2/2016
Presentations (If necessary)	(TBD)
Best and Final Offer (if necessary)	(TBD)
Evaluation Completion	(TBD)
Notification of Successful Bidder	(TBD)
Award of Contract	(TBD)

2.4 Linked Forms and Information

1. WV-1 Vendor Registration <http://www.state.wv.us/adm/purchase/vrc/wv1.pdf>. Contractor must register with the State of West Virginia Purchasing Division, which requires submission of the WV1 form
2. Purchasing Affidavit <http://www.state.wv.us/admin/purchase/vrc/pAffidavit.pdf>. West Virginia State Code §5A-3-10a-(3) (d) requires that all Vendors submit a Purchasing Affidavit which certifies that there are no outstanding obligations or debts owing the State of West Virginia. The Purchasing Affidavit should be completed, signed and returned with the contractor’s proposal. If bidding a joint proposal, complete a Purchasing Affidavit for all contractors.
3. W-9 Form <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. Contractor must be an approved vendor in the State of West Virginia Financial Management System (FIMS), which requires submission of a W-9 form.
4. Agreement Addendum WV-96 Rev. 5/16 <http://www.state.wv.us/admin/purchase/vrc/wv96.pdf>. Any contract resulting from an award from this RFP and a contractor’s proposal must include, but is not limited to, in its terms and conditions mandatory sections contained herein. Failure of the successful contractor to sign an Agreement Addendum (Form WV-96) as part of the contract may result in forfeiture of the bid bond. The Agreement Addendum is available online at <http://www.state.wv.us/admin/purchase/VRC/wv96.pdf>
5. Academic Calendar <http://www.marshall.edu/calendar/academic/>
6. Institutional Research Student Data Book for Marshall University Summarizes student enrollment by level, race/ethnicity, gender, age etc. http://www.marshall.edu/irp/institutional_research_data.aspx
7. Primary Campus Map <https://www.marshall.edu/campus/campusmap.pdf>

Marshall University reserves the right:

- In its sole opinion, to accept or reject any or all responses and/or to terminate this process at any time with or without notice. The University may or may not employ any or all of the steps listed to select a qualified vendor. The University, in its sole discretion, may award a contract to any respondent at any time in the process.
- To waive technicalities or irregularities to any process or proposal incurring during this solicitation.

The purpose of the response is to demonstrate the qualifications, competency, and capacity of the firms seeking to undertake this project for Marshall University in conformity with the requirements of this RFP. There is no expressed or implied obligation for Marshall University to reimburse responding firms for any expenses incurred in preparing responses to this request. The response should demonstrate the qualifications of the firm and of the particular staff assigned to this engagement. It should also specify an approach that will meet the RFP requirements.

Examine the entire RFP: Respondents are required to examine the entire RFP, including all specifications, standard provisions and instructions. Failure to do so will be at the respondent's risk. Each respondent shall furnish the information required by the RFP. Responses shall be typewritten.

Time-Periods stated in number of days in the RFP or in the Proposer's response shall be consecutive calendar days.

The Proposer warrants that: a) The Proposer has read and understands the RFP documents, instructions, terms and conditions; b) That the proposal submission is in accordance therewith; and c) The proposal is based upon the materials, equipment, systems, printing and/or services specified.

Proposer Submission Responsibility. The Proposer is fully responsible for timely delivery at the location designated for receipt of proposals. Proposals received after this date and time will not receive consideration. Oral, telephonic, facsimile, or telegraphic proposals, other than Bonfire submittals, are invalid and will not receive consideration. No exceptions permitted.

Costs Incurred. Costs incurred by the vendor in preparation of a response to this request or for presentation of credentials are the responsibility of the vendor and will not be reimbursed. All responses and documentation submitted by the vendor become the property of Marshall University.

Life of Proposal. All proposals shall remain in effect for a minimum period of one hundred twenty (120) consecutive calendar days from the proposal opening date.

Proposal Confidentiality. Ownership of all data, materials, and documentation originated and prepared for Marshall University pursuant to the RFP shall belong exclusively to Marshall University and is subject to public inspection in accordance with the West Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Proposer shall not be subject to public disclosure under the West Virginia Freedom of Information Act; however, the Proposer must invoke the protections of Article 1, Chapter 29B of the Code of West Virginia in writing, before or at the time the data or material is submitted. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information.

Modification or Withdrawal of Proposals. Proposers may modify or withdraw their proposal before the time and date as specified for receipt of the proposals by giving notice, in writing, to the Marshall University Office of Purchasing. Notice shall include the signature of the Proposer and shall be received before the designated time and date for receipt of proposals.

Erasures and Interlineations. The authorized individual signing the proposal must initial erasures, interlineations, or other changes in the proposal.

3. SCOPE OF REQUEST FOR PROPOSALS

3.1 Scope of Work

Marshall University seeks qualified vendors to submit proposals to provide a prepaid and/or pay card solution for various expenses, including but not limited to student athlete per diems, travel per diems, and Residence Life programming costs.

Respondents must submit their qualifications, experience, references, and other information as required throughout the process that will enable Marshall to select a solution that best meets the needs of our students. To ensure a smooth and successful transition, the University requests that all proposals include an implementation plan and timeline, which begins with the contract award date. In addition, the successful proposer must be able to provide all of the following services listed in section 4. The University may review and adjust the Implementation Schedule in coordination with the Respondent.

Volume Estimate: The University estimates 1,000 to 1,200 cards will be required each year.

Contract Term: The term of any agreement that may result from this request will be five (5) years with a five (5) year renewal option.

Implementation: The services as contemplated in the RFP must be operational by March 1, 2017. The proposal opening date is December 2, 2016. The proposed contract award date is TBD.

4. PROPOSAL EVALUATION REQUIREMENTS AND CRITERIA

Format all responses with the items and sequence as presented herein. Except as otherwise set forth, this section outlines the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straightforward manner.

The proposer's response to this section must clearly demonstrate the capacity to handle the needs stated in the RFP in addition to the proposer's current workload. The University reserves the right to request supplementary information deemed pertinent to assure proposer's competence, business organization, and financial resources are adequate to perform services.

4.1 QUALIFICATIONS AND EXPERIENCE

4.1.1 **Executive Summary:** Submit an executive summary that briefly describes your approach to the project. The summary should indicate any major requirements that cannot be met. The summary should highlight the major features of the proposal and identify any supporting information considered pertinent. The executive summary should allow the reader to determine the essence of the proposal and understand how well it meets the requirements of

the proposal. Provide an Implementation Schedule including specific plans for meeting the Scope of Services to meet the March 2017 deadline.

- 4.1.2 **Firm Info:** Provide the name of your firm or company and include the date and location of incorporation, principal officers, board of directors, number of employees, size and locations of field offices, company history and organizational structure. Provide the location of the customer service center (city and state). Provide a statement of whether your company or firm has engaged, or is planning to engage in any merger, acquisition, including any pending litigation, or business reorganization that might have an impact on your relationship with Marshall University. Identify staff that will be assigned to this project. Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP
- 4.1.3 **Higher Education / References:** Provide references from other higher education institutions where your organization has performed similar work and/or provided similar services. List a minimum of three current or former clients for whom work has been performed within the last five years who may be contacted with respect to your firm's reputation for high quality of work, responsibility and efficiency. Include the name, address and telephone number of the executive in each organization who can speak knowledgeably about the quality, timeliness and cost of your work.

4.2 TECHNICAL CRITERIA

- 4.2.1 Describe the approach and ability to meet the requirements as designated below. Your company's card capabilities should be as follows:
- Prepaid cards that are assigned to an individual person, as well as the option for cards that are not assigned to a specific individual
 - An online system will be required for adding recipients and approving payments.
 - An online tool to pre-load funds and enter recipient information (if applicable).
 - A tracking method for total dollar amount of payments issued to each person for reporting.
 - Cards must be reloadable.
 - The University must have the ability to retract unused funds.
 - Card can be used at ATM's and as a standard Visa/MasterCard/American Express/Discover Card.
- 4.2.2 What online system features do you offer? Provide details about your online tool capabilities.
- 4.2.3 What are the invoicing options? Explain how funds be transferred. Explain what invoicing documentation can be provided to Marshall University.
- 4.2.4 What are your reporting capabilities? Provide examples of reports.
- 4.2.5 What training options are available? Provide details about your training opportunities and what it typically includes.
- 4.2.6 What is your customer service program? Describe your customer service offerings, availability, etc.

4.3 COST

Do not include financials, rate, or cost in the technical portion of the proposal.

- 4.3.1 Submit the cost proposal (or financial proposal) as a separate sealed document on or before the Proposal Response Deadline. Cost proposals will remain sealed until after non-cost is scored.
- 4.3.2 The following formula will be used to score each cost proposal for vendors attaining the minimum acceptable score:

$$\frac{\text{Lowest price of all proposals}}{\text{Price of the present proposal}} \times 30 = \text{Price Score}$$
- 4.3.3 Other: Provide a schedule of additional costs not listed above that you anticipate from your proposal as an outlay of funds from Marshall University.

4.4 PROPOSAL EVALUATION CRITERIA

The University will evaluate proposals using a possible one hundred (100)-point scale, as categorized below:

Qualifications & Experience:	25 Possible Points
Technical Elements of Proposal:	45 Possible Points
Financial Considerations of Proposal:	30 Possible Points
TOTAL:	100 Possible Points

An evaluation committee, consisting of members of the University community, shall separately score the proposals. The compilation of the results of the evaluations will be used to derive an overall mean score based on the 100 possible points for each contractor.

Vendors must score a minimum of 70% of the (70) non-cost points possible for further consideration and to continue in the evaluation process. The minimum qualifying score would be 49 points. All Vendors not attaining the minimum acceptable score shall be disqualified and removed from further consideration.

Marshall may select the successful contractor’s proposal based on best value purchasing which is not necessarily the lowest price submitted by a contractor. Cost is considered but is not the sole determining factor for award. Marshall University reserves the right to accept or reject any or all of these proposals, in whole or in part, if to do so is in the best interest of the University.

Bidder’s failure to provide complete and accurate information may be considered grounds for disqualification. Marshall reserves the right to ask Bidders for additional information to clarify their proposals. Respondents may alter the written solution or method contained in the original proposal after the bid opening.

The following are the evaluation factors and maximum points possible

QUALIFICATIONS AND EXPERIENCE		
	4.1.1 Executive Summary – Approach to project and major features	5
	4.1.2 Company information (size, stability, staffing, management)	10
	4.1.3 Higher education experience	10
TECHNICAL CRITERIA		
	4.2.1 Card capabilities	20
	4.2.2 Online system features	5
	4.2.3 Invoicing options	5
	4.2.4 Reporting capabilities	5
	4.2.5 Training options	5
	4.2.6 Customer service options	5
Total Non-Cost Points Available		70
COST (FINANCIAL) EVALUATION CRITERIA		
	4.3 Pricing structure and fees	30
Total		100

5. SPECIAL TERMS AND CONDITIONS

5.1 Performance Bonds

Not applicable to this RFP

5.2 Insurance Requirements

The following insurance coverage is required. The successful respondent must provide proof of coverage with written guarantee of 30-day notice to Marshall University in the event of cancellation, and maintained during the length of the contract. Insurance policy must remain in effect for the term of the contract. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 aggregate. Automobile Liability Insurance - \$1,000,000 per occurrence. West Virginia Worker’s Compensation Insurance.

5.3 Litigation Bond

Not applicable to this RFP

5.4 Debarment and Suspension

Contractor(s) that are debarred or suspended will not be considered in the proposal process.

5.5 General Terms and Conditions

By signing and submitting their proposal, the successful contractor agrees to be bound by all the terms contained in this RFP.

5.6 Conflict of Interest

Contractor affirms that it, its officers or members or employees presently have no interest and must 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 contractor further covenants that in the performance of the contract, the contractor must periodically inquire of its officers, members and employees concerning such interest. Any such interests discovered must be promptly presented in detail to Marshall University Office of

Purchasing. If applicable, responders must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in the RFP Solicitation.

5.7 Prohibition against Gratuities

Contractor warrants that it has not employed any company or person other than a bona fide employee working solely for the contractor or company regularly employed as its marketing contractor 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, Marshall shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

5.8 Certifications Related to Lobbying

Contractor 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 contract, grant, loan, or cooperative agreement, the contractor must complete and submit a disclosure form to report the lobbying. Contractor 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.

5.9 Contractor Relationship

The contractor as an independent contractor is solely liable for the acts and omissions of its employees and contractors. Contractor must be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the contractor nor any employees or contractors of the contractor shall be deemed to be employees of Marshall for any purposes whatsoever. Contractor shall be exclusively responsible for the payment of employees and contractors, including 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.

5.10 Indemnification

The contractor agrees to indemnify, defend and hold harmless Marshall, their officers, and employees from and against: (1) Any claim 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 contractor, 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; (3) Any failure of the contractor, its officers, employees or subcontractors to observe State

and Federal laws, including but not limited to labor and wage laws. Contractor shall not bring any type of legal action, and shall hold harmless, as well as provide Marshall with a defense against, any and all claims that Marshall is held responsible for, including but not limited to the foregoing payments, withholdings, contributions, taxes, Social Security taxes and employer income tax returns.

5.11 Contract Provisions

After the successful contractor is selected, a formal contract document will be executed between Marshall and the contractor. In addition, the RFP and the contractor’s response will be included as part of the contract by reference. The order of precedence is the contract, the RFP and the contractor’s proposal in response to the RFP.

5.12 Governing Laws

Contract shall be governed by the laws of the State of West Virginia. The Contractor shall comply with the Civil Rights Act of 1964 and all other applicable Federal, State and local Government regulations.

5.13 Compliance with Laws and Regulations

The contractor 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 contractor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated therein. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that Marshall is exempt from any taxes regarding performance of the scope of work of this contract.

5.14 Subcontracts/Joint Ventures

The contractor 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 will consider the contractor to be the sole point of contact with regard to all contractual matters. The contractor may enter into written subcontracts for performance of work under this contract with the prior written consent of Marshall; however, the contractor is responsible for payment of the subcontractor.

5.15 Contract Termination

Marshall may terminate any contract resulting from this RFP immediately at any time the contractor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. Marshall shall provide the contractor with advance notice of performance conditions which are endangering the contract’s continuation. If, after such notice, the contractor fails to remedy the conditions contained in the notice within the period contained in the notice, Marshall shall issue the contractor an order to cease and desist any and all work immediately. Marshall shall be obligated only for services rendered and accepted prior to the date of the notice of termination. The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

5.16 Changes

If changes in the original contract become necessary, a formal contract change order will be negotiated by Marshall and the contractor, to address changes to the terms and conditions, costs, or work included under the contract. An approved contract change order is defined as one approved by Marshall prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision and/or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements. No changes are to be implemented except with the approval of Marshall and shall be limited to ten percent (10%) of the original contract award amount. As

soon as possible after receipt of a written change request from Marshall, but in no event more than thirty days thereafter, the contractor shall determine if there is an impact on price with the change requested and provide Marshall with a written statement identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the contractor shall, provide a description of the price increase or decrease involved in implementing the requested change. The contractor shall implement no changes until the contractor receives an approved written change order. To proceed on verbal approval only is to do so at the contractor's own risk.

5.17 Contract Release Order Procedure

Departments will issue a purchase order for payments against the contract. If authorized, the spending unit may use the Purchasing card for purchases within the P-card limits.

5.18 Invoices

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

5.19 Bureau of Employment Programs Regulations

West Virginia State Code §21A-2-6(18) prohibits Marshall from contracting with any contractor not in compliance with the regulations set forth by the Bureau of Employment Programs.

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
MU17DCRD NON-COST	File Type: Any (*.*)	Multiple	Required
MU17DCRD COST	File Type: Any (*.*)	Multiple	Required
Section 2.4 Forms	File Type: Any (*.*)	Multiple	Required

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.

2. Upload your submission at:

<https://marshall.bonfirehub.com/opportunities/2033>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Dec 02, 2016 3:00 PM EST**. 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>

LIFE OF CONTRACT PAGE

LIFE OF CONTRACT: This contract becomes effective on March 1, 2017 and extends for a period of **five (5) years** or until such reasonable time thereafter as is necessary to obtain a new contract. Such "reasonable time" shall not exceed twelve (12) months upon expiration of one (1) year from the effective date of this contract by giving the Director of Purchasing thirty (30) days written notice.

RENEWAL: This contract may be renewed upon mutual written consent, submitted to the Director of Purchasing thirty (30) days prior to the date of expiration. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to one five-year term.

CANCELLATION: The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

OPEN MARKET CLAUSE: The Director of Purchasing may authorize a spending unit to purchase in the open market, without the filing of a requisition or cost estimate, items specified on this contract for immediate delivery in emergencies due to unforeseen causes (including but not limited to delays in transportation or an unanticipated increase in the volume of work).

TIME: Time consumed in delivery or performance is of the essence.

ORDERING PROCEDURE: Departments shall submit a requisition for commodities covered by this contract to the Purchasing office. Purchasing will then issue a purchase order to the vendor as authorization for shipment. If the vendor accepts credit cards, and as authorized, purchases may be made using the P-card up to the established transaction limit for the department.

FUNDING PARAGRAPH: Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for these services, this contract becomes of no effect and is null and void after June 30.

INTEREST: Should this contract include a provision for interest on late payments, the agency agrees to pay the maximum legal rate under West Virginia Law. All other references to interest charges are deleted.

CONTRACT PRICING: Unless otherwise allowed by the Director of Purchasing, price increases will be approved only at the beginning of each renewal period. All adjustments will be made in dollars, not percent. The Director must receive requests for price increases in writing at least thirty (30) days in advance of the effective date. Vendors may add products throughout the term of this contract when it is in the best interest of the University. The Director at Marshall University will determine which products will be added. Price decreases will be "passed through" to Marshall University.