


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) 696-2821</p>	Proposal#  MU17MOVE
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Vendor:	For information contact:
	<b>Buyer:</b> Amanda Dailey <b>Phone:</b> 304-696-2821 <b>Email:</b> daileya@marshall.edu
FEIN/SSN:	Fax:

Sealed requests for proposals furnishing services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE PROPOSAL WILL BE SUBMITTED ON THIS FORM, SIGNED AND ENTERED INTO BONFIRE BY THE BID OPENING TIME AND DATE; AND MAIL COPY OF PROPOSAL. 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 Institution may require. PROPOSALS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.

DATE 3/24/2017	DELIVERY REQUIREMENTS	DEPARTMENT REQUISITION NO. MU17Move	PROPOSALS OPEN: 3:00 PM on April 25, 2017	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
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Item #	Quantity	Description	Unit Price	Extended Price
		<p>REQUEST FOR PROPOSALS</p> <p>Marshall University will accept proposals for the following services until 3:00 p.m. (EST) on April 25, 2017. At that time, proposals will be opened and recorded in Old Main, Room 125, Huntington, WV.</p> <p>Relocation Services</p>		

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 \_\_\_\_\_

Bidder's name Vendor \_\_\_\_\_

within \_\_\_\_\_ days

Signed By \_\_\_\_\_

FOB \_\_\_\_\_  
After receipt of order at address shown

Typed Name \_\_\_\_\_

Terms \_\_\_\_\_

Title \_\_\_\_\_

Street Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Date \_\_\_\_\_

Phone \_\_\_\_\_

BOG 43

Fein \_\_\_\_\_

Email \_\_\_\_\_

## INTRODUCTION

Marshall University, hereafter referred to as the University, is requesting proposals from qualified bidders for Relocation Services. Respondents must submit their qualifications, experience, references, and other information, as required, that will enable Marshall to select a provider that best meets the needs of the University.

The University seeks one experienced local company with a National firm to provide relocation services for household goods as requested by new employees of the Marshall University Athletic Department "Athletics". The company must also possess a West Virginia Public Service Commission Authority for Cabell County and the next adjacent counties. The local company must be within 50 miles of Marshall University.

## BACKGROUND & GENERAL INTRODUCTION

Marshall Athletics is a member of C-USA and has 16 intercollegiate sports. Some of the hired coaches and staff are provided with moving expenses as part of employment. These amounts generally can range from \$750 to \$20,000 depending on the position. The range for these moves is normally 5-10 per year but can vary from year to year. The Athletic department is seeking a qualified vendor with experience as a moving company in these types of moves and understands the services can be needed under very tight schedules due to the demands of the positions in the department.

## INSTRUCTIONS FOR SUBMITTING A PROPOSAL

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

All inquiries, notice, correspondence, and/or official formal addendums may be obtained by addressing:  
Amanda Dailey / dailey@marshall.edu / 304-696-2821

Proposers should make written requests for additional information or clarification to the Office of Purchasing, as indicated above. No member of the evaluation team, any advisory committee, and University staff, or consultants shall be contacted 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.

The successful proposer must register with the State of West Virginia Purchasing Division by completing a Vendor Registration and Disclosure Statement ([Form WV-1](#)). An annual fee of \$125 is required. Prospective proposers should also complete the Department of the Treasury Internal Revenue Service Request for Taxpayer Identification Number and Certification (Form [W9](#)).

Responses must be submitted into the Bonfire portal and a courtesy hard copy mailed. Enclose proposals in a sealed package identified as "**Request for Proposal**" including the supplier name, RFP number, and the RFP opening time and date address to:

**Marshall University**  
**One John Marshall Drive**  
**Old Main Room 125**  
**Huntington, West Virginia 25755-4100**

Proposals must be received on or before 3:00 pm on April 25, 2017.

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

Release of the RFP	3/27/2017
Proposer's Written Questions	4/3/2017
MU's Response Questions	4/7/2017
Contractor's Additional Questions	4/12/2017
MU's Response Additional Questions	4/17/2017
Proposal Opening	4/25/2017
Best and Final Offer	TBD
Technical Evaluation	TBD
Cost Evaluation	TBD
Notification of Successful Bidder	TBD
Proposed Award of Contract	TBD
Services fully operational	TBD

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 outside the Bonfire portal are invalid and will not receive consideration. No exceptions are permitted.

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.

By making a proposal, the Proposer warrants that: a) The Proposer has read and understands the RFP documents, instructions, terms and conditions; b) That the proposal is made in accordance therewith; and c) The proposal is based upon the materials, equipment, systems, printing and/or services specified. 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. Any and all 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 at the time the documents are opened.

The response should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an approach that will meet the RFP requirements.

Proposers are expected to examine the entire RFP, including all specifications, standard provisions, and instructions. Failure to do so will be at the Proposer's risk. Each Proposer shall furnish the information required by the RFP. Proposals must be typewritten.

Time periods shall be consecutive calendar days.

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

Ownership of all data, materials, and documentation originated and prepared for Marshall University pursuant to this RFP shall belong exclusively to Marshall University and be 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, either 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.

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 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, interlineations, or other changes in the proposal must be initialed by the authorized individual(s) signing the proposal.

Marshall University reserves the right to waive technicalities or irregularities to any process or proposal incurred during this solicitation.

## **SCOPE OF WORK**

Athletics seeks experienced firm(s) to provide relocation services for its newly hired coaches and staff members. As the first “face” of the University that new coaches and staff see, we want to insure a good impression, exceptional service and a good value. These moves will be throughout the United States, and within the State of West Virginia.

The Successful Firm will provide all labor and referrals, including supervision, tools, equipment, licenses and incidentals required and/or implied for the complete and satisfactory performance of services at the required locations. In order to achieve this goal, the Selected Firm may be requested to provide those goods and services outlined in this section:

1. Provide a single point of contact for the University and each new Athletic coach or staff member.
2. Provide international, intrastate, interstate, and local transportation of household goods for employees of the University.
3. Provide information to the employee of the Athletic department about packing, moving and unpacking of household goods, and discarding of all debris at destination.
4. Provide an estimate to the employee prior to final move arrangements. The estimate will be based on actual review of the origin and destination and include all know costs including storage. Final cost will not exceed 10% over the estimate except in instances of hidden costs.
5. Provide or assist in arranging supplemental services relating to the movement of household goods such as auto transport, pet transport, storage, etc.
6. Will train and certify all individual moving professionals employed by the Selected Firm. The professionals will be uniformed, clean, sober, helpful and friendly.
7. Provide the Athletic department employee all services as outlined in the Selected Firm estimate and accepted by the employee, including but not limited to: packing, moving and unpacking of household goods, and discarding of all debris at destination.
8. Detail an effective and comprehensive quality program, including how all members are trained, where the training is conducted and any certifications that are required.
9. Provide a detailed communication process to be utilized throughout the household goods move. This will include shipment tracking capabilities and technological tools used.
10. Outline its claims handling procedure, including the communications that will take place throughout the process and the escalation method if problems occur that cannot be resolved.

## PROPOSAL RESPONSE

Proposals will be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis will be on completeness and clarity of content, and will be organized in the order in which the requirements are presented in the RFP.

Firm will provide the following information:

1. Operations
  - a. Describe how the firm plans to provide relocation services to the Athletic department. Include a description of how the firm will work with the University to provide this service.
  - b. Provide a plan of operation to achieve the objectives set forth in the Scope of Work section. Include a listing of all steps of service, from initial request through invoicing.
  - c. Describe the firm's plan for customer service, including, but not limited to:
    - Capability of analyzing relocation request and making recommendations
    - Effective procedures for complaint resolution and problem escalation.
    - Flexible procedures for the placement of orders
    - Emergency service to include weekends and holiday
2. Firm(s) Information, Personnel, References
 

Describe the national firm and the designated local agency, its size, number of employees, and annual sales. This should include:

  - a. National Firm
    - A brief history of the National Firm, emphasizing its services to higher education and/or to major corporate accounts;
    - An organizational chart indicating which individuals or positions will have knowledge of an Agreement with the University, and the degree to which each person will be responsible to the University's account;
    - A copy of the Firm's Interstate Commerce Commission (ICC) certificate describing the National Firm's scope of authority;
    - A copy of the National Firm's current tariff and supplements;
    - A description of the National Firm's road equipment dispatch system;
    - A description or examples of the National Firm's and local agent(s)'s driver training and safety programs. Include copies of any services awards, if applicable;
    - A description or examples of the National Firm's and local agent(s)'s packer training and safety program. Include copies of any service awards, if applicable;
    - Samples of any literature or programs to be provided to University employees and their families to prepare them for relocation;
    - A description of the procedure for estimates (including review at origin and destination, verification of completion of all packing and unpacking services authorized and verification of completion of all services, including claims, billing, and customer survey);
    - A description and example of the Firm's claim follow-up and settlement procedure. Include copies of all applicable forms;

- A description of any other services offered by the National Firm, such as automobile handling, pet handling, movement of plants, expert packing, etc.
- A description of the National Firm's commitment to the University in terms of resources, personnel, investment, etc.; and
- A copy of the National Firm's most recent financial statements. Must be marked confidential.
- Is your company a part of, or affiliated with, any other company? If yes, please describe the relationship.
- Is your company or parent (if appropriate) currently for sale, undergoing a merger or acquisition or in some way changing ownership?
- Has your company or an affiliate ever filed for bankruptcy? If so, please explain.
- List any clients your company has lost during the last 12 months

b. Local Agents

- The number of employees, annual sales, quantity of road equipment, and location of the local agency designated for the University's account;
- The name and a brief history of the Firm's local agency;
- An organizational chart of the Firm's local agency indicating which individuals or positions would have knowledge of an Agreement with the University, and the degree to which each person would be responsible to the University's account;
- A list of local agents which have warehouse facilities;
- Resumes of the customer service representative who will be directly responsible for the University's Account;
- A detailed description of the local agent(s)'s present pack and load percentage with three references that can verify this;
- A description of the warehouse facilities of the designated local agent(s);
- A description of the local agent(s) commitment to the University in terms of resources, personnel, investment, etc.; and
- A copy of the local agent(s)'s most recent financial statements.
- Describe the local agent(s)'s general experience in providing services of the nature the University seeks.

3. Other

- Describe your Household Goods program
- Who is responsible for auditing household goods invoices? Do you have secondary audits performed by an outside organization? Please describe the entire process.
- Do you offer any mobile applications for the transferee?
- Describe your process for providing initial cost estimates.
- Once relocation is finalized, how soon thereafter is the final invoicing provided?

4. Implementation

- Describe your process for implementation and include a detailed timeline.

- Would a dedicated transition team be assigned? Would account management/staff that is assigned to our account be a part of the implementation team? Identify who leads the transition team and define the roles and responsibilities of the other transition participants.

## 5. Financial Proposal

Describe the firm's financial proposal including, but not limited to, fees for:

- Packing/Loading services, including small and larger clients
- Unpacking/Unloading services
- Appliance servicing (disconnect, preparation for transport, and reconnect)
- Extra pickup and deliveries
- Short term storage in the event new housing is not immediately available
- Transportation services including surcharges
- Tariff Rates
- Insurance rates
- Do you provide any performance-based guarantees? If so, please describe.
- Any other relevant fees

## PROPOSAL EVALUATION CRITERIA

### Evaluation Criteria

Proposals will be evaluated based upon the overall merits/value of the proposal including, but not limited to, price. The University & Athletics will evaluate proposals, and if a firm is to be selected, select the firm on the basis of:

Proposals will be evaluated on a possible one hundred (100)-point scale, categorized as follows:

Technical Elements of Proposal:	70 Possible Points
Financial Considerations of Proposal:	30 Possible Points
TOTAL:	100 Possible Points

An evaluation committee shall 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 49% of the total technical points possible. The minimum qualifying score would be 49 technical points for further consideration and to continue in the evaluation process. All proposers not attaining the minimum acceptable score shall be disqualified and removed from further consideration.

Marshall University 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 proposals, in whole or in part, if to do so is in the best interest of the University.

Proposer's failure to provide complete and accurate information may be considered grounds for disqualification. Marshall University reserves the right to ask Proposers for additional information to clarify their proposals. Nothing may be added to 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 for technical and financial point scores:  
Technical Evaluation Criteria

Description	Points
The firm's plan to provide the University with the products as described in the Scope of Work;	35
The firm's experience in providing Goods and Services similar to those described in this RFP, to include the firm's references from clients and Response section.	35
Total Technical	70
Cost/Financial Score	30
Combined Technical and Cost	100

Each cost/financial proposal will be scored using the following formula for all vendors who attained the minimum acceptable score:

$$\frac{\text{Lowest price of all proposals}}{\text{Price of Proposal being evaluated}} \times 30 = \text{Price Score}$$

### **Financial/Cost**

The financial/cost proposal must be under separate cover, sealed for opening after the technical evaluation has been completed. Do not include financials, rate, or cost in the technical portion of the proposal.



## 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
Proposal	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	Multiple	Required
Cost	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	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/3061>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Apr 25, 2017 3:00 PM EDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

**Important Notes:**

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

**Need Help?**

Marshall University uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>



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# Request for Proposal Supplemental Package

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Information Document

## **Best and Final Offers**

The University may, but is not required, to negotiate with Bidders. If the University elects to negotiate, negotiations shall be conducted with Bidders whose bids fall in the competitive range. The competitive range includes those bids whose price and technical factors are such as to give them a reasonable chance of winning the award. Such Bidders shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of bids. The purpose of negotiations is to seek clarification with regard to the price and/or technical aspects of bids so as to assure the University's full understanding of bids.

No Bidder shall be provided information about any other Bidder's bid, and no Bidder shall be assisted in bringing its bid up to the level of any other bid. A common deadline shall be established for receipt of best and final offers should one be necessary.

## **Exceptions or Restrictions**

Bidders taking exception to any requirement stated in this RFB must submit a list of exceptions referencing the section and paragraph number of the exception. Include the original text as well as the proposed change. If the Bidder provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Bidder's solution, must be described in detail.

## **Incurring Costs**

Marshall University and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFB for expenses to prepare, deliver the bid, or to attend any mandatory pre-bid meeting or oral presentations.

## **Independent Price Determination**

A bid will not be considered for award if the price in the bid was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to prices with any competitor unless the bid is submitted as a joint venture.

## **Best Price Guarantee**

The awarded vendor agrees to provide pricing to the University and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to lower the cost of any product purchased following a reduction in the manufacturer or publisher's direct cost.

## **Inquiries**

Questions relating to an RFB must be submitted in writing to the Office of Purchasing on or before the date outlined in the RFB. A written response will be issued by addendum when necessary. Verbal responses are non-binding.

## **Oral Statements and Commitments**

Vendor must clearly understand that any verbal representation made or assumed to be made during any oral discussion concerning the RFB is not binding. Only the information issued in writing and added to the Request for Bid specifications file by an official written addendum are binding.

## **Pre-Bid Conference**

An RFB may have a **mandatory** pre-bid conference. The conference may be on-site, telephonic or digital. Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid

meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor. An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance.

### **Cost/Fee/Financial Price Quotations**

The price(s) quoted in the bid will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for an adjustment in the original contract. Other University entities may request a quotation for services relative to this bid. Each entity is solely responsible for services requested. Vendors should note in the bid package if this option is not available. Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

### **Rejection of Bids**

Marshall University shall select the best value solution according to the bid evaluation. However, the University reserves the right to accept or reject any or all bids, in part or in whole at its discretion. Marshall University reserves the right to withdraw an RFB at any time and for any reason. Submission of, or receipt by Marshall University of bids confers no rights upon the bidder nor obligates Marshall University in any manner. A contract based on this RFB and the Vendor's bid, may or may not be awarded. Any contract resulting in an award from this RFB is not valid until properly approved and executed by Marshall University, Office of Purchasing.

### **Waiver of Minor Irregularities**

The Director of Purchasing reserves the right to waive minor irregularities in bids or specifications.

### **Assignment of Points**

Points are assigned according to the specifications contained in the RFB. The points will form the basis of the evaluation.

### **Committee**

Bids will be reviewed by a committee whose members represent various groups within the University.

### **Resident Vendor Preference:**

In accordance with West Virginia Code §5A-3-37, the Office of Purchasing will make the determination of the Resident Vendor Preference, if applicable. Resident Vendor Preference 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 West Virginia Code. A certificate of application is used to request this preference.

### **Disqualification of Bidders**

Any of the following causes, while not inclusive, may be considered sufficient for the disqualification and rejection of a bid:

1. Submission of a bid which is not in conformance with the requirements as stated in this solicitation.
2. Lack of bidder competency or responsibility as demonstrated by past performance.

### **Mandatory Requirements**

Any specification or statement containing the word "must", "shall", or "will" are mandatory. By signing and submitting a response to an RFB, the vendor agrees to all mandatory deliverables described herein. The vendor is

required to meet all mandatory requirements in order to be eligible for consideration and to continue in the evaluation process. Failure to meet or agree to mandatory items shall result in disqualification of the Vendor's bid and the evaluation process will be terminated for that vendor. Decisions regarding compliance with any mandatory requirement shall be at the sole discretion of the University.

### **Public Record**

Submissions are Public Record. All documents submitted to Marshall University, Office of Purchasing, related to purchase orders or contracts are considered public records. All bids or offers submitted by bidders shall become public information and are available for inspection during normal official business hours in the Office of Purchasing after the bid opening. Proposals cannot be inspected until after the award of contract.

### **Written Release of Information**

All public information may be released with or without a Freedom of Information request; however, only a written request will be acted upon with duplication fees paid in advance. Fees shall apply to all requests for copies of any document. Currently the fees are based upon the "Marshall University Administrative Procedure Fees for Freedom of Information Act Requests" posted online at <http://www.marshall.edu/adminproc/files/ADMIN-3.pdf>.

### **Risk of Disclosure**

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets as submitted by a bidder are exempt to public disclosure. The submission of any information to Marshall University, Office of Purchasing by a vendor puts the risk of disclosure on the vendor. Marshall University Office of Purchasing does not guarantee non-disclosure of any information to the public.

### **Conflict of Interest**

Vendor affirms that it, its officers or members or employees presently have no interest and shall 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 Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

### **Prohibition against Gratuities**

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

### **Certifications Related to Lobbying**

Vendor 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 a Federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor 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.

## **Contract Provisions**

After the successful Vendor is selected, a formal contract document will be executed between Marshall University and the Vendor. In addition, the RFB and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFB and the Vendor's bid in response to the RFB.

## **Contract Termination**

Marshall University may terminate any contract resulting from this RFB immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFB and resulting contract. Marshall University shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, MU shall issue the Vendor an order to cease any and all work immediately. MU shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

MU shall have the right to terminate the contract upon thirty (30) days written notice to Vendor.

## **Changes**

If changes to the original contract become necessary, a formal contract change order will be negotiated by Marshall University and the Vendor to address changes to the terms and conditions, and/or costs of work included under the contract. An approved contract change order is defined as one approved by the Marshall University Office of Purchasing and approved as to form by the West Virginia Attorney General's Office (if needed,) encumbered and released to the vendor prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision or the scope of work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from Marshall University, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide Marshall University 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 Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

**NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.**

## **Emergency Purchases**

The Purchasing Director may authorize the purchase of goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the University from fulfilling its obligations under a One Time Purchase contract.

## **Subsequent Forms**

The terms and conditions contained in the Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the University such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

## **Antitrust**

In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

## **Assignment**

Neither the Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the University and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, the Purchasing Office approval may or may not be required on certain agency delegated or exempt purchases.

## **Bankruptcy**

In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

## **Bureau of Employment Programs Regulations**

West Virginia State Code §21A-2-6(17) prohibits Marshall from contracting with any contractor not in compliance with the regulations set forth by the Bureau of Employment Programs.

## **Compliance with Laws and Regulations**

The vendor 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 Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. The State of West Virginia and the University are exempt from any taxes regarding the goods and/or services and under no circumstances shall either be held liable for any obligation of the same.

## **Debarment and Suspension**

Contractor will not be considered in bid process if debarred or suspended

## **Governing Law**

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.



## **Indemnification**

The Vendor agrees to indemnify, defend and hold harmless, Marshall University and its officers and employees from and against: (1) Any claims 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 Vendor, 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; and (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

## **Policy Advisements**

Vendor shall advise its employees that the State of West Virginia and the University require a smoke free and drug free work place and prohibit any discrimination on the basis of race, color, national origin, ancestry, sex, religion, age, physical condition, disability or political affiliation.

## **Record Retention (Access & Confidentiality)**

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to MU personnel at Vendor's location during normal business hours upon written request by MU within 10 days after receipt of the request.

Vendor may have access to private and confidential data maintained by Marshall University to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless Marshall University against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.

## **Subcontracts/Joint Ventures**

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

## **Vendor Relationship**

The relationship of the Vendor to MU shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The

Vendor as an independent contractor is solely liable for the acts and omissions of its employees, representatives and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFB and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all 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.

Vendor shall hold harmless Marshall University and shall provide Marshall University with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

## **ORDERING AND PAYMENT INFORMATION**

### **Purchase Order**

In the event an award is made pursuant to the RFB, a purchase order, containing any agreement signed by the parties and attachments thereto, including the original RFB and applicable Addenda, and the Vendor's bid, will be issued. The purchase order constitutes the contract to which the parties are bound. A signed contract or agreement is not binding on the University until the purchase order has been issued.

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

### **Funding**

This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

### **Invoices**

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

### **Interest**

Interest attributable to late payment will only be permitted if authorized by the West Virginia Code.

### **Payment Methods**

The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

### **Progress Payments**

If progress payments are permitted, Vendor is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Marshall University with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the Vendor's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

## DOCUMENTS

### Addenda (RFB)

If it becomes necessary to revise any part of an RFB, an official written addendum will be issued by Marshall University, Office of Purchasing, to all bidders of record. The University reserves the right to further modify the RFB, including any Exhibits and Addenda to the RFB, as it considers appropriate.

A copy of the RFB and any addenda to the RFB will be placed on the University website, and sent to vendors of record. It is the Vendor's responsibility to periodically check the web site to make sure it is aware of and responds to any addenda.

### Addenda Acknowledgement

Written acknowledgement of receipt of all issued amendments, addenda or changes shall be required from all Bidders responding to this RFB and in the form required by the solicitation documents. Vendor should acknowledge receipt of all addenda issued by signing the issued Addendum Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

### Agreement Addendum

Any contract resulting from an award from this RFB and a contractor's bid must include, but is not limited to, in its terms and conditions all mandatory sections contained herein. Failure of the successful contractor to sign an Agreement Addendum (WV-96), or Software Agreement Addendum (WV96A), and if necessary, the MU Cloud Computing Contract Addendum, as part of the contract may result in disqualification. Agreement Addenda are available online at:

<http://www.state.wv.us/admin/purchase/vrc/wv96.pdf> or  
<http://www.state.wv.us/admin/purchase/vrc/wv96a.pdf>  
[http://www.marshall.edu/purchasing/files/CC\\_Addendum.pdf](http://www.marshall.edu/purchasing/files/CC_Addendum.pdf)

### Drug Free Workplace

Chapter 21 - Article 1D of the West Virginia Labor Code, otherwise known as the West Virginia Alcohol and Drug-free Workplace Act, mandates that public improvement contractors should implement a drug-free workplace program requiring alcohol and drug testing. No public authority may award a public improvement contract to a contractor unless they maintain a drug-free workplace policy in compliance with section 8 of this article. The form may be accessed at:

<http://www.state.wv.us/admin/purchase/vrc/DrugFreeAff.pdf>

### HIPAA Business Associate Addendum

The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.

### Insurance Requirements

Liability insurance certificates are required prior to award but are not required at the time of bid.

### License Requirements

The successful vendor must produce current documentation of all applicable licensures relating to RFB project.

## **Life of Contract**

When applicable a Life of Contract page containing the effective period of the contract, renewal periods, and terms is attached to the agreement.

## **Proof of Good Standing and Authorization to Do Business**

Vendors must in good standing with all regulatory and governmental entities and be authorized to do business in West Virginia. Upon request of the University, Vendors must be able to provide proof of good standing and authorization to do business.

## **Purchasing Affidavit**

In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be **submitted with the Vendor's bid**. A copy of the Purchasing Affidavit can be found at: <http://www.state.wv.us/admin/purchase/vrc/pAffidavit.pdf>

## **Taxpayer ID Number and Certification (W9)**

Request for Taxpayer Identification Number and Certification can be found at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

## **Vendor Preference:**

Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules.

Failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference.

Vendor Preference does not apply to construction projects.

Vendor preference can be applied to the **cost portion of the bid only**.

A Resident Vendor Certification form may be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>

## **Vendor Registration:**

Prior to any award, the apparent successful Vendor must be registered with the Purchasing Division of the Department of Administration. If the successful Vendor is not currently registered, it shall complete and file the Vendor Registration and Disclosure Statement, Form WV-1, and submit the annual registration fee of \$125.00.

Vendors do not have to be registered to submit a bid. Form WV-1 may be found at:

<http://www.state.wv.us/admin/purchase/vrc/wv1.pdf>