Request for Proposal	Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2821	Proposal# MU18FBEMOVE

Vendor:

FEIN/SSN:

Phone: 304-696-2821

Email: daileya@marshall.edu
Fax: 304-696-3333

For information contact:

Buyer: Amanda Dailey
Phone: 304-696-2821
Email: daileya@marshall.edu

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 NUMBER OF COPIES REQUESTED IN THE PROPOSAL, AND SUBMITTED IN BONFIRE BY BID OPENING TIME AND DATE. 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	DELIVERY REQUIREMENTS	DEPARTMENT REQUISITION NO.	PROPOSALS OPEN:	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
3/24/2018		MU18FBEMOVE	April 24, 2018 3:00 PM	

Item #	Quantity	Description	Unit Price	Extended Price
		REQUEST FOR PROPOSALS Marshall University will accept proposals for the following services until 3:00 on April 14, 2018. At that time, proposals will be opened and recorded in Old Main, Room 125, Huntington, WV. Football Equipment Transportation Services All bidding documents must be submitted in to the MU Bonfire Portal. **https://marshall.bonfirehub.com/opportunities/7407** In accordance with the bidding documents issued by Marshall		

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 _____

Email _____

A. GENERAL INFORMATION

Request for Proposal (RFP) Name: Football Equipment Transport Services

Brief Description: The University seeks one experienced firm to provide football equipment transport services for the Marshall University Athletic Department "Athletics" or "University". The company must be within 60 miles of Marshall University.

Term of Agreement: The term of a resulting Agreement or Purchase Order will be for 1 year, with the ability to renew on the same terms and conditions, for 4 additional one-year periods, if mutually agreeable to the University and the Selected Firm.

B. SCHEDULE OF EVENTS / INQUIRIES

RFP emailed to prospective vendors	03/29/2018
Emailed pre-proposal questions deadline	04/05/2018@ 5:00 pm
Written responses to questions from pre-proposal questions	04/12/2018
Proposal submission deadline	04/24/2018 @ 3:00 pm

The University reserves the right to amend times and dates in its sole discretion.
Any proposals not received by the date and time specified in the RFP will be disqualified. A copy of the RFP (including all attachments) and all addenda to the RFP will be placed on the Marshall University Office of Purchasing's website
http://www.marshall.edu/purchasing/resources/bids-and-proposals/

It is the vendor's responsibility to check the website to respond to any addenda and/or become aware of any changes.

Inquiries
All inquiries and questions must be emailed to:

Amanda Dailey, Purchasing Agent
Marshall University Office of Purchasing
E-mail: daileya@marshall.edu and purchasing@marshall.edu;
Subject Field: RFP# MU18FBEMOVE Questions

Respondents shall not make direct or indirect contact with anyone outside the Office of Purchasing to discuss or request information about any aspect of the procurement, including the RFP or its associated evaluation process, except as authorized in the RFP. Violation of this clause will result in proposal disqualification.

C. SCOPE OF GOODS & SERVICES

Athletics is seeking experienced firm(s) to provide football equipment moves for Athletics. These moves will be throughout the United States, and within the State of West Virginia.

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

Successful vendor will provide

- All costs including fuel, tolls, taxes, and licensing are included in bid
- Washing of tractor and trailer prior to or in route to each away game included
- Costs of wrapping the tractor and trailer with Marshall University logos
- Costs for having the trailer inspected and repaired (including tires)
- Up to four people must be able to travel in the tractor
- Must provide one driver for each trip, two drivers for longer trips to FL, MS and similar or longer distances
  - (1) Alternate: Must provide two drivers for each trip
- Must have experience in moving an FBS football programs equipment within the last three years
- Vendor must be located within 60 miles of MU Campus
- Must be able to meet the travel schedule attached
- Driver(s) must help with loading and unloading of equipment at venues
- Provide support in planning, routing, scheduling, and execution of game transportation
- Coordinate with repair facilities, tire shops, rental companies, and partner trucking companies along the routes for breakdown, tire, rental, or emergency driver and equipment if deemed necessary.
- Have on standby a backup tractor, trailer and driver
- Drivers must have CDL and current D.O.T. physicals, drug/alcohol screenings
- Bidder must have a valid DOT US # for transportation in Continental US.
- Trailer to be provided by vendor

Responsibility of Marshall University

- Marshall Athletics will cover the hotel accommodations and meals once we arrive at destination

Third Party Incentive Option: This Third Party Incentive contract has no bearing on the contract between Marshall University and successful vendor.

- The successful vendor will invest in a sponsor partnership with Marshall Athletics via Marshall Athletics' multi-media rights holder – IMG College. The sponsor partnership promotional package will include such elements as: LED digital signage in venue; various radio elements and multiple corporate hospitality opportunities – or could include various other mutually agreed upon elements. The sponsor partnership promotional package annual investment will equal minimum $13,000 and will renew annually upon renewal of Marshall Athletics Equipment Transportation agreement.

- IMG also provides $30,000 in inventory to the successful vendor to reduce the costs for transportation.

D. BASIS OF SELECTION

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

1. The firm's plan to provide the University with the services as described in the Scope of Good and Services, section C;
2. The firm's experience in providing Goods and Services similar to those described in this RFP, to include the firm's references from clients

E. CONTENTS OF PROPOSAL

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. Firm(s) Information, Personnel, References
   Describe the national and the designated local agency, its size, number of employees, and annual sales. This should include:
   a. National Firm
      - A brief history of the Firm, emphasizing its services to higher education and/or to major corporate accounts of like size;
      - 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 description or examples of the Firm's driver training and safety programs. Include copies of any services awards, if applicable;
      - A description of the procedure for estimates
      - A description of any other services offered by the Firm, such as handling, expert packing, etc.
      - A description of the Firm's commitment to the University in terms of resources, personnel, investment, etc.
   b. Local Agents
      - The name and a brief history of the Firm's local agency;
      - The number of employees, annual sales, quantity of road equipment, and location of the local agency designated for the University's account;
      - 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 description of the local agent(s) commitment to the University in terms of resources, personnel, investment, etc.; and
- Describe the local agent(s)'s general experience in providing services of like-size and nature as the services requested in this RFP.

2. Operations

a. Describe how the firm plans to provide football equipment transport services for Athletics. 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 Section C, Scope of Goods and Services. 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:
   - Effective procedures for complaint resolution and problem escalation.
   - Flexible procedures for the placement of orders
   - Emergency service to include weekends and holiday

d. Insurance – Provide insurance information (successful vendor must supply a copy of the firm's insurance certificate)

3. Forms and Attachments:

1. Purchasing Affidavit: Sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owes 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

2. Vendor Preference Certificate: 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 proposal only - http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf

3. 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 proposal. Form WV-1 may be found at:
   http://www.state.wv.us/admin/purchase/vrc/wv1.pdf

4. MU96 Agreement Addendum http://www.marshall.edu/purchasing/files/MU-96.pdf
5. Disclosure of Interested Parties to Contracts:
   http://www.state.wv.us/admin/purchase/VRC/Ethics_DisclosureInterestedParties_2017.pdf
6. RFP Supplemental Package- Attached
7. Life of Contract Page – Attached
8. Bonfire Submission Instructions – Attached
9. 2018 Football Schedule - Attached

4. Financial Proposal
   The financial Proposal must be submitted under separate cover to be opened after the technical scoring is completed.
   Describe the firm's financial proposal including, but not limited to, any additional fees for services:
   1. Cost per mile for away games for 1 driver including loading and unloading equipment per attachment A.
   2. Cost per mile for away games for 2 drivers including loading and unloading equipment per attachment A.

F. EVALUATION CRITERIA

Award
One contract award is anticipated under this solicitation. Multiple contract awards shall not be made.

Evaluation Criteria
The technical proposal will be evaluated based on the following point system:

Criteria	Weight %
Firm's Experience/Location	30
Firm's Plan of Operation	40
Cost	30
Total	100

Minimum Acceptable Score
Vendors must score a minimum of 70% of the total technical points to move forward. The minimum qualifying technical score would be 70% of 70 or a score of forty-nine (49) points for technical criteria to be eligible for further consideration and to continue in the evaluation process. All vendors not attaining the minimum acceptable score shall be disqualified and removed from further consideration.

Marshall 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.
Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. Marshall reserves the right to ask vendors 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.

MARSHALL UNIVERSITY™

Request for Proposal Supplemental Package

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/RFP 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 it 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 (MU-96), or Software Agreement Addendum (MU96A), 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.marshall.edu/purchasing/files/MU-96.pdf or
http://www.marshall.edu/purchasing/files/MU-96A.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

LIFE OF CONTRACT PAGE

LIFE OF CONTRACT: This contract becomes effective on TBD and extends for a period of **one (1) year** 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 four (4) successive one (1) year periods.

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, purchases may also 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 per cent. Requests for price increases must be received in writing by the Director 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.

Marshall University Football Equipment Travel Specs 3/25/18

Successful vendor will provide

- All costs including fuel, tolls, taxes, and licensing are included in bid
- Washing of tractor and trailer prior to or en route to each away game included
- Costs of wrapping the tractor and trailer with Marshall University logos
- Costs for having the trailer inspected and repaired (including tires)
- Up to four people must be able to travel in the tractor
- Must provide one driver for each trip, two drivers for longer trips to FL, MS and similar or longer distances
    - (1) Alternate: Must provide two drivers for each trip
- Must have experience in moving an FBS football programs equipment within the last three years
- Vendor must be located within 60 miles of MU Campus
- Must be able to meet the travel schedule attached
- Driver(s) must help with loading and unloading of equipment at venues
- Provide support in planning, routing, scheduling, and execution of game transportation
- Coordinate with repair facilities, tire shops, rental companies, and partner trucking companies along the routes for breakdown, tire, rental, or emergency driver and equipment if deemed necessary.
- Have on standby a backup tractor, trailer and driver
- Drivers must have CDL and current D.O.T. physicals, drug/alcohol screenings
- Bidder must have a valid DOT US # for transportation in Continental US.
- Trailer to be provided by vendor

Responsibility of Marshall University

- Marshall Athletics will cover the hotel accommodations and meals once we arrive at destination

Cost:

$_____per mile for away games for 1 driver including loading and unloading equipment per Attachment A (2018 schedule)

$_____ per mile for away games for 2 drivers including loading and unloading equipment per Attachment A (2018 schedule)

Third Party Incentive Options

- The successful vendor will invest in a sponsor partnership with Marshall Athletics via Marshall Athletics' multi-media rights holder – IMG College. The sponsor partnership promotional package will include such elements as: LED digital signage in venue; various radio elements and multiple corporate hospitality opportunities – or could include various other mutually agreed upon elements. The sponsor partnership promotional package annual investment will equal minimum $13,000 and will renew annually upon renewal of Marshall Athletics Equipment Transportation agreement.
- IMG also provides $30,000 in inventory to the successful vendor to reduce the costs for transportation.

This Third Party Incentive contract has no bearing on the contract between Marshall University and successful vendor

:018 Marshall Football Away Games
\ll game times and dates are subject to change

Game Date	Team	City	Stadium	Planned Tractor Pick-Up	Planned Tractor Drop-Off	Miles(one way)	Drive Time	Planned Departure Time	Game Time
9/1/2018	@ Miami	Oxford, OH	Yager Stadium	8/31/2018 Friday	9/1/2018 Saturday	191	4:00	6:00 AM	TBA
9/15/2018	@ South Carolina	Columbia, SC	Williams-Brice Stadium	9/13/2018 Thursday	9/16/2018 Sunday	412	8:30	7:00 AM	TBA
9/29/2018	@ WKU	Bowling Green, KY	Houchens-Smith Stadium	9/27/2018 Thursday	9/29/2018 Saturday	281	5:30	9:00 AM	TBA
10/13/2018	@ODU	Norfolk, VA	Foreman Field	10/11/2018 Thursday	10/14/2018 Sunday	459	9:15	6:00 AM	TBA
11/3/2018	@Southern Miss	Hattiesburg, MS	M.M. Roberts Stadium	10/31/2018 Wednesday	11/4/2018 Sunday	762	15:30	9:00 PM	TBA
11/24/2018	@FIU	Coral Gables, FL	Riccardo Silva Stadium	11/21/2018 Wednesday	11/26/2018 Monday	1050	21:00	8:00 PM	TBA

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MARSHALL UNIVERSITY

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: PDF (.pdf)	Multiple	Required

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 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/7407

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Apr 24, 2018 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.

MARSHALL UNIVERSITY.

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 11, Microsoft Edge, 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 for technical questions related to your submission. You can also visit their help forum at https://bonfirehub.zendesk.com/hc