


Request for Proposal		<b>Marshall University</b> <b>Office of Purchasing</b> <b>One John Marshall Drive</b> <b>Huntington, WV 25755-4100</b> Direct all inquiries regarding this order to: (304) 696-3157	<b>Proposal#</b>  MU18MAGAZINE
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<b>Vendor:</b>  <b>Phone:</b>  <b>Email:</b>  <b>FEIN/SSN:</b>  <b>Fax:</b>	<b>For information contact:</b>  <b>Buyer:</b> Tracey Brown-Dolinski <b>Phone:</b> (304) 696-3157 <b>Email:</b> <a href="mailto:browndolinski@marshall.edu">browndolinski@marshall.edu</a> and <a href="mailto:purchasing@marshall.edu">purchasing@marshall.edu</a>
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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 IN ORIGINAL (3) COPIES, SIGNED IN FULL IN INK AND REQUESTED IN THE PROPOSAL, RECEIVED HAVE A DATE/TIME STAMP AFFIXED AND SUBMITTED IN BONFIRE BY PROPOSAL 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.

<b>DATE</b> 4/4/2018	<b>DELIVERY REQUIREMENTS</b>	<b>DEPARTMENT REQUISITION NO.</b> MU18MAGAZINE	PROPOSALS OPEN: 3:00 PM on May 31, 2018	<b>BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID</b>
Item #	Quantity	Description	Unit Price	Extended Price
		<u>Request for Proposals</u>  Marshall University is accepting proposals for  <b>Marshall Magazine Services</b>  Sealed proposals shall be accepted until 3:00 pm on May 31, 2018, Office of Purchasing, Room 125 Old Main Building, Huntington, WV.		

**Total**

To the Purchasing Department,

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within \_\_\_\_\_ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from _____	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 _____

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## REQUEST FOR PROPOSAL - MARSHALL MAGAZINE

### I. GENERAL INFORMATION

#### A. Purpose:

Marshall University is seeking proposals for production of the Marshall Magazine, which is published three times yearly.

#### B. Background:

The Office of University Communications at Marshall University is responsible for advertising, publications, public relations and other internal/external communications.

The university does not currently have the necessary staff time available for magazine production and printing.

The vendor selected will work closely with the University Communications office, particularly Susan Tams, executive editor of the magazine.

#### C. Notice:

**Public Record:** Submissions are Public Record. All documents submitted to the 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 proposal award. 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.

**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 specification.

**Addenda:** If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by Marshall University to all bidders of record.

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

**Approval:** Once approved by the Director of Purchasing, the contract is signed and mailed to the appropriate parties.

**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.

**Delivery:** All items delivered to Marshall University must be received in the Marshall University Receiving Department located at 201 21st Street, Huntington, WV 25703, unless otherwise noted.

## **II. SCHEDULE OF EVENTS:**

1. May 15, 2018: Written questions shall be directed to Tracey Brown-Dolinski in advance or at the bidders' conference. E-mail written questions by May 15, 2018 no later than 4:00 p.m. to [browndolinsk@marshall.edu](mailto:browndolinsk@marshall.edu); subject field to read: MU18MAGAZINE.
2. May 22, 2018: Questions will be answered in writing unless answered at the pre-proposal conference
3. May 31, 2018: Bid Opening at 3:00 p.m.
4. June 15, 2018 or before: Starting date of project
5. 58 working days from date of award: First Issue
6. August 31, 2018: Project completion date or time limit for First Issue

### **III. SCOPE OF WORK**

#### **A. Writing of articles:**

Based on a list of between 6 and 8 articles agreed to by the publisher (bidder) and the executive editor of the magazine, the publisher will arrange for writers (on-staff or subcontracted) to prepare the articles and submit the drafts to the editor for review.

Approximate time: 21 working days.

Publisher will also use this period to secure or produce photography and art to be used to illustrate the articles.

Editor will return articles in 2 working days with corrections and suggestions. Publisher will also use this period to sell advertising.

#### **B. Page proofs:**

Once edited drafts are returned, publisher will prepare proofs of all pages in page layout software and provide an Adobe Portable Document Format (PDF) file for Marshall to print for proofing purposes.

Approximate time: 10 working days.

Editor will circulate proofs, consolidate comments, and return to publisher in approximately 6 working days.

#### **C. Revised Page Proofs:**

Publisher will make corrections as indicated and return a second PDF proof for editor's review.

Approximate time: Four (4) working days.

Editor will return final proof in 3 working days.

#### **D. Final Corrections:**

Based on the last proof, publisher will make final corrections and provide files to the printer in the format specified by the printer.

#### **E. Printing and mailing:**

Publisher will subcontract supplier(s) to print, bind, and address the magazine to a list provided electronically by Marshall University;

Vendor will then deliver addressed copies to the postal service and 500 copies to Marshall University's receiving department.

Approximate time: 12 working days. (Printing specifications provided in Appendix B)

F. Advertising:

Publisher will, at its own expense, sell advertising space in the magazine.

Advertising rates and ads are subject to review and acceptance by Marshall University.

The publisher will retain the first \$30,000 in gross advertising revenues.

The publisher and the university will split gross advertising revenues in excess of \$30,000.

**IV. DELIVERABLES**

A. Submitting Your Proposal

Proposals and other required documents will be submitted into the Bonfire portal by the date and time indicated in the RFP. Proposals received after the scheduled date and time will not be considered. Cost proposals shall be submitted into the Bonfire bid table. A sealed courtesy copy shall be mailed or delivered to the Office of Purchasing.

B. Proposal Submission Instructions

Submit one (1) technical and one (1) cost into Bonfire and mail three (3) copies of the technical proposal to the address below. Do not include your cost proposals in the technical proposal. Proposal package must be received by 3:00 p.m. on May 31, 2018.

Outside of package marked: Attn: MU18MAGAZINE /TB/5/31/18  
Marshall University Office of Purchasing  
One John Marshall Drive  
Old Main Room 125  
Huntington, WV 25755-4100

C. Proposal Format:

The proposal must be formatted as follows.

Title Page – State the RFP subject and number, the name of the vendor, vendor’s business address, telephone number, name of authorized contact person to speak on behalf of the vendor, dated and signed.

Table of Contents – Clearly identify the material by section and page number.

*TAB I.* – Approach to meet RFP objectives.

1. Provide detailed plans on how to meet the needs of Marshall University as stated in the Project Specifications. Explain how each will be approached and steps that will be taken to complete it. (A mere repetition of tasks will not be considered

responsive to the RFP. It must be shown that the magnitude and importance of each task is understood.) Please give a summary of problems that might reasonably be expected and proposed solutions to those problems.

2. Provide details of past performance on projects of similar size and scope with references.
3. Provide a proposed time schedule to complete project.

*TAB II. – Planned Management Staffing*

1. Submit list of publisher's personnel to be assigned to this project, with details such as:
  - a. Their function in project
  - b. Labor category
  - c. Detailed resume for each
  - d. Where staff will be located
  - e. Project manager
  - f. Submit a similar list of possible freelancers that will be used on these projects.
  - g. Submit a list of possible printers that will be used on these projects and examples of their work.
  - h. Document your experience in performing similar projects for universities of similar size.
  - i. Indicate location where writing and layout work will be performed.

*TAB III – Cost*

Cost is to be issued in a separate file in Bonfire that will be opened after the technical evaluations are performed.

2. Provide a cost per issue, which is to include all costs for writing, photography, art, file preparation, printing, mailing and transportation. Cost per issue x 3 issues per year equals the total value of the contract.
3. Provide a cost per thousand for additional copies of the magazine (52 pages plus cover) ordered at press time; and extra signatures of 4 pages of the magazine.

*TAB IV – Other*

1. Appendices A and B
2. Required Forms with submission

*FORMS AND ATTACHMENTS*

1. Resident Vendor Preference: Such preference will be applied only to the cost bid in accordance with West Virginia Code. A certificate of application is used to request this preference. <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>
2. Purchasing Affidavit: 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.

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

3. Taxpayer ID Number and Certification (W9): Request for Taxpayer Identification <http://www.irs.gov/pub/irs-pdf/fw9.pdf>
4. Vendor Registration: Successful respondent 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. <http://www.state.wv.us/admin/purchase/vrc/wv1.pdf>
5. 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), <http://www.marshall.edu/purchasing/files/MU-96.pdf> or Software Agreement Addendum (MU96A) <http://www.marshall.edu/purchasing/files/MU-96A.pdf> , and if necessary, the MU Cloud Computing Contract Addendum [http://www.marshall.edu/purchasing/files/CC\\_Addendum.pdf](http://www.marshall.edu/purchasing/files/CC_Addendum.pdf), as part of the contract may result in disqualification.
6. Disclosure of Interested Parties form [https://ethics.wv.gov/SiteCollectionDocuments/Brochures\\_Booklets\\_Misc\\_Forms/Ethics\\_DisclosureInterestedParties\\_October2017\\_TYPEABLE.pdf](https://ethics.wv.gov/SiteCollectionDocuments/Brochures_Booklets_Misc_Forms/Ethics_DisclosureInterestedParties_October2017_TYPEABLE.pdf)
7. RFP Supplemental Instructions – Instruction package contains additional terms and conditions.
8. Life of Contract – a one page document containing contract terms
9. Bonfire Instructions – Instructions on submitting proposals into the Marshall University Office of Purchasing Bonfire portal. See page 10

## V. EVALUATION AND AWARD

Proposals will be evaluated by a committee of three (3) or more individuals in accordance with the criteria stated. The firm that meets all the mandatory specifications and attains the final highest point score [possible one-hundred (100) points maximum] may be awarded the contract.

The recommendation of the successful firm will be made by a consensus of the evaluation committee. The criteria and the assigned weight factors are identified in the below. A point score method will be used to evaluate the proposals as follows:



Criteria	Weight
General approach and plans	5
Detailed plans to meet the objective of each plan, activity, etc.	5
Qualifications and experience of personnel and shown on staff resumes	10
Past performance on projects of similar scope and size	10
Overall ability to successfully complete the project within proposed schedule based on availability of staff	20
Total Maximum Technical Score	50
Total Maximum Cost Score	50
Grand Total Score	100

Each cost proposal will be evaluated by use of the following formula:

(Lowest price of all proposals) *divided by* (price of the proposal being evaluated) *multiplied by* Cost Points (50)

$$\frac{\text{Lowest cost}}{\text{Cost being evaluated}} \times 50 = \text{Cost Score}$$

Minimum Acceptable Score: Proposers must score a minimum of 70% of the total technical points possible. The minimum qualifying score on the technical portion is 70% of 50 or 35 points. All respondents not attaining the minimum acceptable score shall be disqualified and removed from further consideration.

## VI. 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)	1	Required
Cost/Financial Proposal	File Type: PDF (.pdf)	Multiple	Required
Misc. Documents	File Type: PDF (.pdf)	Multiple	Optional

#### 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/7636>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **May 31, 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.

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](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

## LIFE OF CONTRACT PAGE

**LIFE OF CONTRACT:** This contract becomes effective on June 20, 2018 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.



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# Request for Proposal Supplemental Package

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Information Document

## Information Document

### A. 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.

### B. 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.

### C. 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.

### D. 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.

### E. 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.

### F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. Waiver of Minor Irregularities

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

L. Assignment of Points

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

M. Committee

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

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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> .

S. 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.

T. 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.

U. 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.

V. 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.



W. 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.

X. 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.

Y. 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.**

Z. 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.

AA. 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.

BB. 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.

CC. 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.

DD. 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.

EE. 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.

FF. 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.

GG. Debarment and Suspension

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

HH. 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.

II. 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.

JJ. 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.

KK. 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.

LL. 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.

**MM. 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.

**VII. ORDERING AND PAYMENT INFORMATION****A. 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.

**B. 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.

**C. 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.

**D. Interest**

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

**E. 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.

**F. 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.

## VIII. DOCUMENTS

### A. 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.

### B. 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.

### C. 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](http://www.marshall.edu/purchasing/files/CC_Addendum.pdf)

### D. 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>

### E. 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.

F. Insurance Requirements

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

G. License Requirements

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

H. 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.

I. 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.

J. 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>

K. 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>

L. 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>

M. 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>

## Appendix A: Tentative Magazine Schedule for 2018-2019

### Schedule for Autumn 2018 Issue of Marshall Magazine

Friday, June 15, 2018	Story Assignments Due to Publisher
Thursday, July 12	everGreen and Foundation materials due to Exec. Editor
Thursday, July 12	Stories in draft form to Exec. Editor
Friday, July 13	All edited materials to Publisher from Executive Editor
Tuesday, July 31	1st Set of Page Proofs to Executive Editor for distribution to all proofers
Wednesday, Aug. 8	Marshall returns 1st page proofs with corrections
Monday, Aug. 13	Publisher delivers 2nd page proofs to Marshall
Wednesday, Aug. 15	Marshall returns 2nd page proofs with FINAL corrections
Wednesday, Aug. 15	Mailing list delivered to Publisher.
Friday, Aug. 31	Release date of issue.

### Schedule for Spring 2019 Issue of Marshall Magazine

Friday, Nov. 9, 2018	Story Assignments Due to Publisher
Friday, Dec. 14	everGreen and Foundation materials due to Exec. Editor
Friday, Dec. 14	Stories in draft form to Exec. Editor
Tuesday, Dec. 18	All edited materials to Publisher from Executive Editor
Wednesday, Jan. 2, 2019	1st Set of Page Proofs to Executive Editor for distribution to all proofers
Thursday, Jan. 10	Marshall returns 1st page proofs with corrections
Wednesday, Jan. 16	Publisher delivers 2nd page proofs to Marshall
Tuesday, Jan. 22	Marshall returns 2nd page proofs with FINAL corrections
Tuesday, Jan. 22	Mailing list delivered to Publisher.
Tuesday, Feb. 5	Release date of issue.

### Schedule for Summer 2019 Issue of Marshall Magazine

Monday, Feb. 18, 2019	Story Assignments Due to Publisher
Monday, March 25	Stories in draft form to Exec. Editor
Monday, March 25	everGreen and Foundation materials due to Exec. Editor
Thursday, March 28	All edited materials to Publisher from Executive Editor
Friday, April 12	1st Set of Page Proofs to Executive Editor for distribution to all proofers
Monday, April 22	Marshall returns 1st page proofs with corrections
Thursday, April 25	Publisher delivers 2nd page proofs to Marshall
Monday, April 29	Marshall returns 2nd page proofs with FINAL corrections
Monday, April 29	Mailing list delivered to Publisher.
Wednesday, May 15	Release date of issue.



**Appendix B: Magazine Printing Specifications, 2018-2019**

Quantities: 15,500 for summer (note quote for extra copies)

15,500 for autumn (note quote for extra copies)

15,500 for spring (note quote for extra copies)

No. of Pages: 52 plus cover (note quote for extra text signatures)

Size: 8-1/2 x 11 upright

Binding: 2-wire saddle stitch

Ink Colors: 4-color process throughout on text and cover, moderately heavy coverage

Paper Stock: High quality publication grade as per example. Please suggest, if possible, an alternate recycled stock in addition.

Addressing: Delimited text file or spreadsheet file provided; vendor to spray address and postal indicia on plastic envelope containing the magazine.