


Request for Proposal		Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-3157	Proposal# MU20DINING
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Proposer: Phone: Email: FEIN/SSN: Fax:	For information contact: Buyer: Tracey Brown-Dolinski Phone: 304-696-3157 Email: browndolinsk@marshall.edu
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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, SIGNED IN FULL IN INK, AND NUMBER OF COPIES REQUESTED IN THE PROPOSAL, RECEIVED HAVE A DATE/TIME STAMP AFFIXED 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 12/6/2017	DELIVERY REQUIREMENTS Mandatory Pre-Proposal Conference 1/29/2018	DEPARTMENT REQUISITION NO. n/a	PROPOSALS OPEN: 3:00 p.m. on 2/19/2018	PROPOSER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
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Item #	Quantity	Description	Unit Price	Extended Price
		REQUEST FOR PROPOSALS Marshall University will accept proposals for the following services until <u>3:00 p.m. on February 19, 2018</u> . At that time, proposals will be opened and recorded in Old Main, Room 125, Huntington, WV. Food Service Provider		

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.

Proposer guarantees shipment from

Proposer's name Proposer

____ within ____ days

Signed By _____

FOB _____ After receipt of order at address shown

Typed Name _____

Terms _____

Title _____

Street Address _____

City/State/Zip _____

Date _____

Phone _____

BOG 43

Fein _____

Email _____

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INTRODUCTION

Marshall University, hereafter referred to as the University or Marshall, seeks to receive proposals from food service contractors who have demonstrated successful experience in providing contract board, retail food service programs, catering and concession operations that maintain high standards of service, quality food products and financially viable operations at institutions of higher education. Proposers are encouraged to be as creative as possible in proposing a program that focuses on quality, affordability; as well as, brand and/or conceptual options that will provide a high level of customer satisfaction and contain expenses. Proposals should be thorough and as detailed as possible so the University may properly evaluate each contractor's ability to provide the specified/proposed services. The goal of the contract is to provide the University with an innovative food service program that aligns with the current and future trends to ensure student and faculty/staff satisfaction.

BACKGROUND & GENERAL INTRODUCTION

Founded in 1837, Marshall University is one of West Virginia's oldest public institutions of higher education. The university was named in honor of John Marshall, the fourth Chief Justice of the United States (1801-1835).

Marshall offers more than 100 undergraduate, graduate and professional degree programs in a broad range of fields. Enrollment for the 2016 fall semester was 13,654.

While Marshall's 100-acre main campus is located in the heart of Huntington, the university also has campuses in South Charleston and Point Pleasant, and offers courses at educational centers across the state. Marshall University is accredited by the Higher Learning Commission, and its Thundering Herd athletic teams compete in 16 NCAA Division I intercollegiate sports.

INSTRUCTIONS FOR SUBMITTING A PROPOSAL

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

All inquiries, notice, correspondence, and/or official formal addendums may be obtained by addressing:

Tracey Brown-Dolinski, Interim Assistant Director
Marshall University Office of Purchasing
Old Main 125 - One John Marshall Drive
Huntington, WV 25755
Telephone: 304-696-3157 / Fax: 304-696-3333 / browndolinsk@marshall.edu

Initial questions must be sent on or before January 5, 2018.

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

representative of any company or party submitting a response violates the foregoing prohibition, such contact may result in the respondent being disqualified.

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

Responses must be submitted into the Bonfire portal (<https://marshall.bonfirehub.com/portal/>) and ten (10) courtesy hard copies mailed. Enclose proposals in a sealed package identified as “**Request for Proposal**” including the supplier name, RFP number, and the RFP opening time and date addressed to:

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

There will be a **mandatory** pre-proposal conference held in the Shawkey Dining Room, located in the Memorial Student Center, Huntington Campus, at 10:00 a.m. on January 29, 2018.

Proposals must be received on or before February 19, 2018 at 3:00pm EST.

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

Release of the RFP	12/18/2017
Proposer’s Written Questions	1/5/2018
Marshall’s Response Questions	1/22/2018
Mandatory Pre-Proposal Conference	1/29/2018
Proposal Opening	2/19/2018
Shortlist Notification	3/13/2018
Presentations from Shortlist	April 2018
Best and Final Offer	TBD
Technical Evaluation	TBD
Cost Evaluation	TBD
Notification of Successful Proposer	TBD
Proposed Award of Contract	9/15/2018
Services fully operational	August 2019

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

Marshall University reserves the right, in its sole opinion, to accept or reject any or all responses and/or to terminate this process at any time with or without notice. The University may or may not employ any or all

of the steps listed to select a qualified proposer. The University, in its sole discretion, may award a contract to any respondent at any time in the process.

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

The purpose of the response is to demonstrate the qualifications, competency, and capacity of the firms seeking to undertake this project for Marshall University in conformity with the requirements of this RFP.

There is no expressed or implied obligation for Marshall University to reimburse responding firms for any expenses incurred in preparing responses to this request. Any and all costs incurred by the proposer in preparation of a response to this request or for presentation of credentials are the responsibility of the proposer and will not be reimbursed. All responses and documentation submitted by the proposer become the property of Marshall University at the time the documents are opened.

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

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

Time periods shall be consecutive calendar days.

Proposal response shall remain in effect until **September 30, 2019** from the proposal opening date.

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

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

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

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

SCOPE OF REQUEST OF WORK

Current Dining Program Summary

- Two (2) Residential Dining (“All You Care to Eat”) Locations
- One (1) Retail Dining Location with eight (8) concepts
- Four (4) Stand Alone Retail Locations
- One (1) Convenience Store (C-Store/MU Express)
- Campus Catering Operations with First Right of Refusal
- Summer Camps and Summer Conferences Operations
- Athletics Concessions and Skybox Catering Operations
- University Pouring Contract currently with Coca-Cola with limited agreement for Pepsi Products. (When RFP process is completed for new Fall 2019 Pouring Rights contract, successful proposer is expected to utilize university selected brand.)

Program and Service Expectations

The successful proposer will be the one whose proposal reflects the most creative and comprehensive understanding of Marshall University’s needs along with advantageous financial terms and can best accomplish the mission of the campus dining program by:

- Providing a professional food service management provider that is a leader in the field, offers a best practice approach to the Dining Services Program, and views Marshall as an incubator for new programs, services, technology, and management strategies.
- Providing a variety of safe, high quality food and service at a good value that reflects a diversity of offerings to include but not be limited to vegetarian, vegan, Halal, international and allergen free.
- Contributing to a quality experience for all students and the Marshall community including visitors by maintaining high levels of satisfaction using continuous feedback mechanisms and timely response to the feedback received.
- Collaborating with Marshall to help market and sell the university to prospective students through a high quality, engaging dining experience during recruitment and orientation events.
- Demonstrating commitment to customer service at every employee level and empowering entry-level employees to correct a mistake or make an effort to improve a customer’s negative experience.
- Being fiscally responsible including the efficient use of energy and water and being a good steward of Marshall provided resources. Utilizing benchmarking and goal measurement to monitor progress.
- Making a visible and measurable contribution to the sustainability goals of Marshall including the use of local and regionally produced food products and marketing of the same.
- Embracing local partnerships and joining Marshall and local initiatives such as, “donate a meal” to “give a can of food” program to a local charitable organization and/or local food pantries.
- Contributing to Marshall’s sense of community through a holistic approach, one that is marked by distinctive destinations that foster relationship building and engagement matched with convenience options that fit consumer lifestyles; culinary skill and expertise; world class customer service; innovative use of technology and social media; and collaborative programming throughout the academic calendar.

- Contributing to a sustainable and healthful life style.
- Maintaining a strong emergency management and crisis response program.
- Understanding of the Marshall environment with a focus on the student population and their needs and expectations.
- Program shall be marketed and presented as Marshall Dining. In an effort to create a seamless and unified environment, it is strongly desired that all uniforms, marketing materials and related items are adhering to the University Communications brand guide (<http://www.marshall.edu/brandguide/>).

Programmatic Expectations

- Excellent quality food with ingredients, recipes and fresh preparation methods that support good nutrition and a healthy lifestyle.
- An innovative portfolio of service concepts that provide:
 - Distinctive dining destinations.
 - A mix of national, regional and locally owned brands and retail venues that are popular with the Marshall community.
 - A thoughtful mix of service formats designed to satisfy a variety of consumer needs including breakfast, late night and weekend options in residential dining.
 - Ordering, payment, delivery and “to go” mechanisms that are responsive to consumer lifestyles.
 - Attention to forecasting upcoming trends in food service delivery that creates quality and engaging dining experiences such as exhibition cooking (preparing food in front of the house), customization options, and other innovative concepts.
- A diversity of food and beverage choices within operations that:
 - Address the broad range of consumer preferences.
 - Include entrees and other offerings that address special diet needs such as vegetarian, vegan, low fat, high protein, gluten free, etc.
 - Offer a broad range of healthy choices at lower cost to the customer than other less healthy options.
 - Provide diversity of offerings desired or necessitated by an international student population.
 - Operate with hours of service that support student lifestyle needs across campus, including weekend, holiday service and extended late night hours of operation.
 - Provide retail and residential meal pricing to the consumer that is competitive with equivalent local and national branded food outlets.
- Catering program that offers:
 - Tiers of pricing which are competitive with off-campus caterers, to the consumer.
 - A price tier designed to offer an affordable pick-up menu that is comparable to local options for student groups.
 - Specially trained staff to work high-end events and develop a collaborative relationship with the consumer.
 - A variety of menu options that includes everything from everyday standard meals to customized menus, using as many local ingredients as possible.
 - A commitment to make available nutritional information for each item to accompany the catering order in a professional, easy to read format.
 - A commitment to provide, within budget, outstanding food with innovative plating and presentation.

- A meal plan program and policies that:
 - Offer multiple, and affordable plan configurations for students (residential, student athletes, international, etc.).
 - Deliver high levels of meal plan usage by being responsive to the needs of students during a wide variety of service hours.
 - Offer plan configurations to commuters, faculty and staff that are flexible, affordable, and aggressively marketed.
 - Merchandising and food presentation that highlights the products offered and is attractive and appealing.
 - Offers fall and spring break dining options with the ability to utilize flex money from meal plan.
- An intentional and committed approach to staffing that results in:
 - Staffing levels that are matched to customer demand so that service is fast and efficient.
 - Friendly, courteous, knowledgeable, and professional employees that receive regular and comprehensive training in both technical and customer service skills.
 - A minimum of one (1) employee at each venue at all times (including manager/supervisors) that is ServSafe® or comparable program trained.
 - Student employment opportunities as part of the workforce wherever feasible and whenever quality can be maintained.

Expectations of the Management Team

- An on-site management team that is the best in the field, and one that is exceptionally knowledgeable, experienced, competent and professional in managing all aspects of Marshall's Dining Services Program. The management team should be collaborative with Marshall and demonstrate its investment in Marshall, its key stakeholders, and employees that include, but not limited to, a communication strategy, which is proactive and accessible. The management team should convey a vision to its employees with regard to being passionate about meeting customer expectations and winning and maintaining customer loyalty.
- On-site management team that coordinates outreach programs such as Faculty/Staff input opportunities, a student dining advisory committee and meetings with the student leadership such as the Student Government, Fraternity and Sorority Life, Campus Activities Board and Residence Hall Association.
- District and regional management support that is present, involved, and responsive which enables on site management to be proactive and responsive decision makers; who shall routinely review and inspect operations, fill staff vacancies, consult with Marshall Representatives on current and future Dining Service programs, and act with full authority on the Proposer's behalf in any and all matters pertaining to the specifications of this contract.
 - An on-site management structure that provides dedicated managerial and supervisory resources for each business segment in the program, as well as appropriate administrative and technology support.
 - Equipment preventive maintenance programs that are ongoing and result in good stewardship of Marshall owned resources.
 - Financial control strategies that ensure a financially efficient Dining Services Program with a high level of accountability and financial reporting to Marshall.

Human Resources Expectations

- Human resource practices that are industry leading and that support workplace diversity, employee retention and generally reflect the human resource practices of Marshall.
- Fair and competitive wages that are attractive in comparison to the local food service industry.
- Sufficient cross training to provide staffing coverage at all venues during peak times or campus emergencies.
- Employee benefits that include affordable health and life insurance for employees.
- A significant and ongoing focus on technical and service training for all employees and designed to maintain high standards across the program.
- Depending upon the outcome of the RFP process; preferential hiring of qualified, existing dining staff of the current Vendor.
- Development and adherence to a continuous improvement and training philosophy founded on a comprehensive performance measurement program.
- Employees must abide by the University's tobacco-free policy and parking regulations.

Wellness and Nutritional Expectations

- Careful attention to product mix to ensure a wide selection of nutritionally healthy, and healthily prepared and portioned foods at all service locations, with results that are measurable.
- Provision of comprehensive information that is easily accessed by the customer on the content of foods served including ingredient statements for food allergies and sensitivities, and nutritional information on the Dining Program website.
- Provision for nutritional and allergen labeling at the point of service for each menu item with a strong preference for a separate allergen free serving area.
- An ongoing program of customer education on issues pertaining to nutritional health, weight management, and overall wellness.
- Provision for working closely with Athletics (coaches, trainers, nutritionists) to orient staff and students to nutritionally sound options based on criteria provided by Athletics for this purpose.
 - Vendor shall provide these options in a least one dining hall for each meal period.

Marketing and Business Development Expectations

- An ongoing commitment to pro-active marketing/communications and business development in the areas of mandatory meal plan sales, voluntary meal plan sales, retail sales, summer camps & conferences, and catering sales that is collaborative and coordinated with Marshall in articulating a seamless message which includes quantitative success measurement.
- Marketing programs that not only increase participation but also stress customer loyalty and drive business to desired locations.
- Provision of a full time, professional Marketing Manager whose assignment is the marketing of Marshall dining services program including ongoing collaboration with Marshall marketing efforts in addition to coordination with Marshall University Communications department.

- Annual marketing plans customized to Marshall's unique needs and target audience, including creative and appropriate use of social media.
- Seasonal and student-centric promotions to draw new business and reward loyal customers.
- Expectation that marketing efforts reflect social and multicultural awareness and support.
- Proactive analysis of new business opportunities in coordination with Marshall, including the potential for service expansions and additions (ex. contracting with local restaurant chains for on-campus retail venues) and/or marketing of locations on campus that are underutilized by specific groups (ex. marketing the John Marshall Room to students and local community).

Sustainability Expectations

- A commitment to support Marshall's Sustainability Department's initiatives and future goals, including pro-active suggestions for annual improvements.
- A commitment to recycling that, at a minimum, matches and evolves with Marshall's recycling and sustainability programs.
- A commitment to track food waste daily and communicate the results to customers.
- A commitment to donating excess food items to local charitable organizations that follows local, state and federal guidelines.
- A sustainability program designed to constantly evolve and minimally address the following areas:
 - Purchase and transport of food – Minimization of environmental impact through the effective use of ecologically sustainable growing techniques; emphasis on utilizing local and regionally grown food products; energy efficient transportation from farm to campus.
 - Energy & Water Conservation – Initiatives to ensure that management, kitchen, and serving operations use resources efficiently through the effective deployment of resource-saving practice; staff trained to understand energy efficiency tactics and other sustainable preparation objectives.
 - Disposal – Minimization of waste; mechanisms for donating perishable foods to a local charitable organization capable of handling or otherwise reducing the impact of food waste. Use of ecologically sensitive packaging; use of recycling and other efficient waste disposal mechanisms.
 - Innovation and Education – Continuous evaluation and improvement of sustainability practices; innovation in sustainability; provision of education to employees about innovations and reasons for operational decisions in food service.
 - Sustainable design – Incorporation of sustainable design principles in construction projects undertaken on behalf of Marshall.
 - Sustainable Disposables - Use of disposable products that are environmentally friendly in all aspects of the dining services program.

IT Expectations

Telephone and Internet

- The University provides phone service to campus and it is required that the contractor use that service.
- The contractor shall be responsible for the costs of installation and use of telephone systems. See 2017-2018 rate schedule below.

- Information on the Marshall University network (MUNET) can be found in Appendix O
- The contractor shall be responsible for the costs of installation and use of the Marshall network for computers, telephones, point-of-sale terminals, time clocks, video surveillance and any other uses. See 2017-2018 rate schedule below.

Service	Rate/Month	Rate/Year	One Time
Network Connection Maintenance Fee*	\$ 7.00	\$ 84.00	
Internet Access Fee per Workstation	\$ 5.84	\$ 70.08	
Software Fee per Workstation	\$ 5.25	\$ 63.00	
Voice - Standard Telephone Service*	\$ 7.00	\$ 84.00	
Voice - Desk Telephone*	\$ 4.00	\$ 48.00	
Voice - Basic Analog Service	\$ 10.00	\$ 100.00	
Wireless Maintenance	\$ 22.50	\$ 270.00	
Virtual Machine Service - High 1	\$ 300.00	\$ 3,600.00	
Install new MUNet Voice/Data Cable and Jack			\$350 - \$600
*Standard Telephone Services requires a network connection and desk telephone			
Total costs for standard telephone service	\$ 18.00	\$ 216.00	

*Rates as published for 2017-2018. Rates are reviewed annually and subject to change.

**For a link to the comprehensive MUIT rate schedule please visit: <http://www.marshall.edu/it/rates/>

Point of Sale (POS)

- The contractor shall provide a central POS system to be used at all dining venues.
- The contractor will work with MUIT to evaluate and select a mutually agreeable cashing system that must accept cash, credit/debit cards, our campus debit spending plan (Herd Points) and any meal plans or meal-specific currency as approved with this award.
- The system must integrate with the campus card system (currently Blackboard Transact) be PCI compliant and meet all industry and campus security standards. The contractor shall bear all costs of licensing, support and operation of the POS.

University ID Cards and Herd Points

- Herd Points is the University's prepaid debit plan that works via all Marshall Student and employee ID Cards. Information on Points can be found in Appendix T.
- The university requests the contractor honor a 10% discount on campus card purchases and provide other opportunities for discounts and promotions for using the campus card and to encourage the University community to support our dining services.
- For information on our campus card operation please visit: www.marshall.edu/campusid

Reporting

- The contractor shall furnish the University with requested daily, weekly or otherwise requested reports to verify all customer counts, meal usage, sales by all tenders and other pertinent information as requested.

- The University may, at any time, make unannounced audits of cashiers and financial operations.
- The Proposer will coordinate with Marshall University on mutually agreeable terms and dates for reporting of sales and activity, invoicing and settlements between the two entities. Any changes requested by the vendor must be presented to and approved by the University in advance.

Control Systems

- The contractor will exercise maximum-security control over all cash and sales transactions data.
- The University will not be responsible for theft or loss of contractor's cash or property.
- The contractor will have access to the systems MUIT offers for physical access control and video surveillance for use in secure areas.
- Costs vary by need and location and are the responsibility of the contractor.

Technology Staff

- The contractor shall designate a qualified Technology Manager for operation of the Point of Sale System and be the designated contact to MUIT for all technology operations.

Dining Program Requirements

Proposers are charged with providing a Dining Services Program that thrives with vitality as evidenced in facilities, which includes facility aesthetics, cleanliness and attention to local health code requirements, facility flow & function, capacity that matches demand and most importantly excellent customer service. The existing Dining Services Program should be considered the minimum level of performance requirements, with regard to all aspects of the proposed program.

Residential Dining

The service ware standard for all residential dining locations will be chinaware and stainless steel flatware at all meal times. A carryout option is to be part of the program. Towers Marketplace and Harless Dining Hall are the existing locations.

Successful Proposer must propose meal plan options by November 2018 to be approved by the University and Board of Governors. Meal plans for the 2019-2020 academic year will go on sale in January 2019.

Retail Dining

The service ware standard for all retail dining locations will be environmentally friendly ware at all service platforms, including beverages. Customers can order individual meal service for pick up at most Retail Dining locations through Tapingo (or similar platform) without an additional charge to the customer or University. The Proposer shall be required to provide, at Proposer expense, an on-line or mobile application, with an interactive software platform for web-based retail ordering, substantially similar to Tapingo, and to provide an efficient pick up strategy for orders. Marshall prefers to remain with Tapingo given the current number of users. In addition, Proposer is strongly encouraged to explore kiosk-ordering options at high demand locations.

Existing locations (additional information can be found in [Appendix A](#)):

- Student Center Food Court [Chick-Fil-A, Freshens, Oodles Noodle Bar, HerdGrille, Huntington Market, Sub Connection, and a salad bar] (Memorial Student Center)
- Starbucks (Memorial Student Center)
- Pizza Hut (Memorial Student Center)
- John Marshall Room [Faculty/Staff dining room] (Memorial Student Center)
- Convenience Store (Holderby Hall)
- Drinko Coffee Shop (Drinko Library)
- Steak n' Shake Food Truck
- Smith Hall Café [To Go Items] (Smith Hall)
- Future locations to be determined with mutual agreement between Marshall University and chosen vendor.

Marshall has made significant financial commitments to retail dining and desires to retain the following brands:

- Starbucks
- Chick-Fil-A
- Pizza Hut

Catering

The Proposer shall have exclusive rights to cater all special events held on the Marshall University campus unless the Senior Vice President of Operations grants an exception. Exceptions are ad hoc residence hall floor parties, sky suites (grandfathered in contracts only), and tailgate parties held on University parking lots. Marshall's catering needs encompass the potential for a wide range of event types daily and throughout the year, including coffee breaks, buffets, plated events, and receptions for groups large and small. Service levels range from drop-off caterings to fine dining events. Thus, while the majority of caterings will be coffee breaks, buffets or drop off meals (salads, box lunches, etc.), the Proposer Must have the capability to provide a variety of waiter-served hot and cold meals as well, including upscale menu offerings. Proposer must also provide affordable options for student organizations that include pick-up options to maximize limited student organization budget capabilities.

- Service Hours - Events typically occur Monday through Friday, during normal business hours, and also in the evenings or on weekends.
- Online Ordering: The Contractor shall be required to provide, at Contractor expense, an on-line, interactive software platform for web-based Catering ordering, substantially similar to Catertrax.
- Service ware: Chinaware, glassware and stainless steel flat ware will be the standard of service for catered events, unless the event arranger specifies disposable ware or compostable ware at the time of placing the order. When requested, the Proposer will be responsible to supply high quality, attractive, environmentally friendly disposable ware for use in executing catered events.

Summer Camps/Conferences

Summer Camps/Conferences are a vital component to the Dining Services Program and to Marshall. Summer Camps/Conferences provide a unique opportunity for overnight visitors that may not be familiar with Marshall. The Proposer will need to provide creative and competitively priced menu options to Marshall event planners.

Service Hours - Events typically occur Monday through Friday, during normal business hours, with the potential for occasional events in the evenings or on weekends. Dining Hall hours for campus and conferences residing on campus must be available seven (7) days a week at reasonable meal hours.

Service ware: Chinaware, glassware and stainless steel flat ware will be the standard of service for summer camps/conference events, unless the event arranger specifies disposable ware at the time of placing the order. When requested, the Proposer will be responsible to supply high quality, attractive, environmentally friendly disposable ware for use in executing summer camp/conference events.

Alcohol Service

Currently, the sale of alcohol beverages on campus is permitted during the term of the contract only with the explicit approval of the University President or his/her designee. The university owns the license for alcohol sales for catering (subject to change). The current vendor owns the license for alcohol sales for athletic concessions.

Contributions to University

The current vendor makes the following contributions to the University. These include a Presidential Fund (used for the annual university holiday events, Staff Council luncheon, Yeager meal plans), a catering fund (which is used to address donation requests from student groups and university departments), equipment fund (for mutually agreed upon equipment purchases), University complementary meal passes and Residence Life staff meal plans. Current vendor provides approximately 95 complimentary meal plans for Residence Life student, live-in staff and select administrative staff. Additionally, current vendor provides 200 complimentary meal passes annually to the University to be distributed by the Senior Vice President for Operations for the purpose of evaluating meals, public relations and special guests. Usage rates vary. Approximate usage rate is 80 – 90%. It is strongly desired to continue this program. See Appendix P for details.

Athletic Concessions

The Contractor has the exclusive right to operate concessions at the following venues:

- Joan C. Edwards Stadium
- Cam Henderson Center
- Dot Hicks Softball Field
- Gullickson Gym
- Veterans Memorial Soccer Complex at Hoops Family Field
- Brian David Fox Tennis Center

The University also reserves the right, in its sole discretion, to include concession operations on future on-campus or off campus athletic venues within the scope of work in any agreement or contractual arrangement resulting from this RFP.

Other concessions at athletic events provided by outside contractors must be approved by the contractor, Athletics and the Senior Vice-President for Operations.

Athletic Concession Requirements

The Athletic Department requests that proposals include funding commitments and strategies to improve and upgrade all concession stands and areas including capital improvements and equipment. Priority would be for the Joan C. Edwards Stadium and the Cam Henderson Center but to include all venues. Improvements requested include entertainment areas to improve fan experience.

The contractor will identify items that will be sold in the concessions area and the retail cost of each item. (See Appendix H for Current Concession Items and Prices)

Marshall requests that pricing for non-Football and Men's basketball games be at a lower rate and when hosting high school and other youth events (i.e. swimming) the pricing and menu items will be comparable to other type events in the region.

The contractor will pay the University the greater commission of gross sales (less tax) of _____% (not less than 35%) or a minimum annual guarantee of _____ (not less than \$250,000 excluding beer and alcohol sales).

The contractor will pay the University _____% (not less than 45%) for beer and alcohol sales).

Commission rates and financial terms would be negotiated separately should Marshall host a large-scale concert in the stadium.

Contractor will provide non-retail food products required by the Athletic Department for student-athlete nutritional programs at cost plus _____%.

The contractor must provide an outline of the proposed level of service to be provided at each venue listed. Marshall and contractor will mutually agree on any sub-contractors selected to be used at any events. There is a strong desire from the students and athletics fan base for Chick-fil-A to be available as part of Athletic Concessions. Marshall desires a good variety of popular items including national and regional brands with a focus on the fan experience.

The contractor agrees to become an annual member of the Big Green Scholarship Foundation at the Leaders Level (\$1,500 - \$4,999) and purchase a minimum of 4 season tickets in both football (Sections 108-118) and basketball (Sections 102-113) each season and agrees to sponsor a table (currently \$2,000.00) at the Herdspys (annual scholarship dinner).

SCOPE OF PROPOSALS

Vendor must comply with all city, state and federal laws.

Vendors are required to submit responses in hardcopy and electronic formats. Responses must be submitted into the Bonfire portal and ten (10) courtesy hard copies mailed. Enclose proposals in a sealed package identified as "**Request for Proposal**" including the supplier name, RFP number, and the RFP opening time and date address to:

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

Proposals must be received on or before February 19, 2018 at 3:00pm EST.

Vendors' responses for each specification are to be completely contained within each section in the order they appear on the request. Do not refer responses to a secondary location of the question's information (i.e. user's manual p.141).

All questions should be answered as concisely as possible. Ambiguous statements such as, "all reasonable effort to provide..." etc., will be considered as non-responsive. Failure to address any of the requirements could subject the response to rejection.

Vendor's proposal must include a response to each section and paragraph of this request. Where Marshall University has stated a particular requirement, approach, or service, the vendor must state if it will or will not comply. Failure to provide a response to an item will be treated as the vendor's non-compliance with that item. Where a statement of non-conformity is provided, the vendor must indicate its reasons for doing so, describe its proposed alternative, and explain the impact and/or benefit to Marshall from its proposed alternative. If Marshall has stated a preference, the vendor may propose an alternative, provided the vendor demonstrates that the alternative has no negative impact or is more beneficial to Marshall. All responses should be concise and to the point.

Value Propositions:

Vendors are encouraged to include additional "Value Propositions" which might be in the University's best interest. Examples of these "Value Propositions" include but are not limited to: Signing Bonus, Conversion Bonus, Volume Rebates, Large Order Rebates, Extended Contract Incentives, Discount Terms, and others.

Submitted Proposal:

Your proposal must encompass and address all the specific requirements in the Scope of Request of Work section. So that Marshall can systematically evaluate all proposals, please present your submittal in the following format. We recommend that you include concise but complete information about your company, emphasizing why you believe your company to be uniquely qualified to operate the contract for which you are proposing. Please note that, a short-list is derived from the top scorer in technical points for conceptual and operational proposals. The short-listed vendors may have the opportunity to participate in a formal, in-person presentation and interview to the Selection Committee; however, Marshall may base their selection solely based on the proposals received.

Executive Summary– Maximum Length: five (5) Pages

Provide an Executive Summary of your Technical Proposal. (The Technical proposal consists of the Conceptual Proposal, Operational Proposals and Presentation.) The Executive Summary should not only touch on all components of your Technical Proposal but also highlight those features that you believe best demonstrate the advantages of selecting your firm for this contract. The Executive Summary should clearly state your ‘vision’ for the Dining Services Program and the steps you have proposed to reach that vision.

Conceptual Proposal – Maximum Length: 100 Pages including the Operational Proposal Requirements

- Corporate Experience and Expertise
 - Background and Overview of the Company
 - Provide a minimum of two (2) current accounts similar in size and nature to MU’s needs, to include:
 - Client name
 - Client contact name, telephone # and email address
 - Description of service provided
 - Length of account tenure
 - Revenue volume
- Residential Dining
 - Provide your proposed service concept for Harless Dining Hall and Twin Towers Market Place. The proposal should reflect the maximum creativity and range of choice that will accommodate a diverse clientele and their nutritional needs. Attention should be paid to the desires of today’s customer—quality products, rotational variety, authentic offerings and speed of service and variety (general and between the two facilities) are paramount, as well as the ability to take food “to go”.
 - Meal Plan Operating (Board) days proposal. Partial board days should include WOW Week for first-year students. Options for fall and spring break should be included that allows for students at minimum to use flex/declining balance as part of the meal plan for these days.
 - Provide a full menu for each service platform and for service platforms that features a cycle menu, indicate the number of weeks in the cycle, and provide the proposed cycle menu. Cycles should change between breakfast, lunch and dinner on the same day. (*Menus do not count towards the 100 page limit*)
 - Provide a sample of each platform signage, as well as the menu signage at each platform.
 - Provide samples of the nutrition and allergen labeling at each service point.
 - Identify the proposed service hours and operating days for the facility, bearing in mind minimum service hours and operating day requirements. Minimum service hours to be the same as Fall 2017 (for academic year) with a desire for expanded weekend, evening, break and summer hours.
 - Marshall desires the Vendor to promote and support special events/programs throughout the year at all residential dining locations, including theme and holiday events. Provide a description and proposed “typical semester” calendar of special events/programs you propose.
 - Provide your proposed alternate “to go” meal program, identify the location, equipment requirements, include menu offerings and cycle menu, if offered. Provide photographs of sample packaging and nutrition labeling.

- Provide a plan to have available for all students during each meal a selection of menu items which meets the dietary training needs of student athletes. This includes providing training table meals in designated facilities.
- Submit the proposed mandatory and voluntary meal plans, including suggested pricing, which show innovation and creativity to maximize the student's desire for flexibility and ease of use.
- Provide the proposed Faculty and Staff meal plans, including suggested pricing.
- Provide a proposal for meals for perspective students during university recruitment efforts such as Open House and Orientation.
- The International Student population may be increasing over the next ten years. Provide the dining strategy you would implement to provide dining service to these students during holidays, breaks (Fall Break/Thanksgiving, Christmas/New Year's, Spring Break), and over the summer.
 - The International Dining Strategy should include the facilities utilized, operating hours, suggested meal plan changes, etc.
- Retail Dining
 - Provide your proposed service concepts indicating the style of service (counter service, counter service with pick up notification, etc.), menu concept(s), and brand identity. The proposal should reflect the maximum creativity and range of choice that will accommodate a diverse clientele and their nutritional needs while balancing quick service, high quality, value pricing, and convenience. Attention should be paid to the desires of today's customer—quality products, rotational variety, authentic offerings and speed of service and variety are paramount, as well as the ability to take food "to go".
 - For each Retail Dining location that is proposed, provide the following:
 - Name and location of the venue.
 - Provide a full menu with pricing and key portion sizes. For locations that feature a cycle menu, indicate the number of weeks in the cycle, and provide the proposed cycle menu. Cycles should change between breakfast, lunch and dinner on the same day. (*Menus do not count towards the 100 page limit*)
 - Provide a sample of each platform signage, as well as the menu signage at each platform.
 - Provide samples of the nutrition and allergen labeling at each service point.
 - Identify the proposed service hours and operating days for the facility, bearing in mind minimum service hours and operating day requirements. Minimum service hours to be the same as Fall 2017.
 - Proposed promotional calendar of special events/programs specific to each retail dining location you propose for the first year of the contract.
 - Describe how Tapingo or a comparable app will function for the users for placing retail orders. Indicate the method and location (within the facility) for order pick-up by the customer.
 - Provide your proposed, "to go" program, identifying all options of the "to go" program. Provide a photograph/image of the container(s) to be used and sample nutrition labeling.
- Retail Locations
 - Describe your Company's philosophy, tools, and practices for assessing the success of existing retail concepts and implementing new concepts and/or refreshing existing concepts over the life

- of the contract. Indicate the criteria used to evaluate the success of current concepts and the determining factors that trigger implementation of new and/or refreshed concepts.
- Provide a listing of national branded (franchised) concepts for which your company owns a franchise. Also, attach a list of company-owned branded concepts offered by your company.
 - Catering Program – First Right of Refusal for Marshall Campus
 - Catering program shall meet the needs of Marshall, which include a wide range of catered events daily and throughout the year, and at varying levels of service and pricing (including a student group-pricing plan). The catering program on campus shall have three (3) distinct levels- Premium/Presidential Menu Options, Everyday Menu Options, Pick-Up/Student Group Options.
 - Provide samples of the three (3) levels of catering menus and pricing structures with all ancillary charges clearly noted on each menu sample. As appropriate by level, the catering menus you propose should encompass each of the following menu categories: *Note: The Catering menus requested above may be issued as an Attachment to the RFP and do not count towards the 100-page submittal limit.*
 - Buffet Breakfast
 - Box Breakfast
 - Served Breakfast
 - Buffet Lunch
 - Box Lunch
 - Served Lunch
 - Receptions
 - Buffet Dinners
 - Served Dinners
 - Beverage and Break Service
 - Student Group Meetings/Events
 - Describe sustainability elements and initiatives of your catering program and indicate the charges that apply (i.e. upcharge or discount for compostable disposables). If a separate menu is utilized in the program, provide samples of the menu and pricing. Describe your operating standards for event planning, food quality, presentation, delivery, set-up, staffing and clean- up for events. In particular, describe the techniques you use to insure that the quality of service for catered events will meet or exceed the expectations of customers.
 - Provide detailed information on the composition, features and capabilities of the catering software system you propose that will insure online ordering and invoicing.
 - Summer Camps and Conferences
 - Provide a sample youth camp weekly menu, pricing, service style and proposed service location.
 - Provide a sample adult conference weekly menu, pricing, service style and proposed service location. *Note: The Summer Camp & Conference Menus requested may be issued as an Attachment to the RFP and do not count towards the 100-page submittal limit.*
 - Year One Marketing Plan
 - Provide your proposed Year One Marketing Plan for the Dining Services Program structure to meet the requirements outlined in the RFP. Your plan must be a custom plan developed for Marshall's

- unique marking needs. Each element of the proposed plan must include a description of how Vendor will measure success in implementing the plan, along with the specific performance measures that will be utilized.
- Describe who will be responsible for the development of the marketing plan and implementing marketing initiatives on site.
 - Identify the annual financial commitment you propose to spend on Marketing.
 - Wellness Program
 - Provide your proposed Wellness Program for the entire Dining Services Program based upon the Wellness and Nutrition Expectation outlined earlier in the RFP. Each element of the proposed plan must include a description of how Vendor will measure success in implementing the plan, along with the specific performance measures that will be utilized. Ideally, basic nutrition and allergen information would be present in a digital form with the menu pricing.
 - Sustainability Plan
 - Provide your proposed Sustainability Plan for the entire Dining Services Program based upon the Sustainability Expectation outlined earlier in the RFP. Each element of the proposed plan must include a description of how Vendor will measure success in implementing the plan, along with the specific performance measures that will be utilized.
 - Capital Investment Plan (will also be incorporated into the Financial Proposal)
 - Provide your proposed capital investment plan for the Dining Services Program. The capital investment plan should cover the initial term of the contract only, and Must include the following for each capital investment area/project:
 - Narrative description of the proposed capital projects or narrative description of the proposed trade dress, signage, display equipment and small wares investments unrelated to a major capital project.
 - Implementation timeline from design through opening.
 - Floor plans (mandatory) and rendering (desired) illustrating the implementation of proposed capital project.
 - Temporary dining requirements and proposed solution, where applicable;
 - Itemized estimate of total probable cost for the project.
 - Proposed Contractor dollar investment.
 - Continuous Improvement Plan
 - Describe the Continuous Improvement Program you propose for the entire Dining Services Program, which at a minimum should include the following:
 - Identification of key performance metrics and strategy for measurement and reporting.
 - Strategies for monitoring customer satisfaction.
 - Strategies for monitoring client satisfaction.
 - Process for identifying improvement needs and remedying deficiencies.
 - Strategy for ensuring innovation over the life of the contract.
 - Strategy for the timing and impact of a new venue opening. Provide samples of documents used to show the financial impact of a new venue on the entire program.

- Identify and provide samples of the benchmarks that will be used to determine a recommendation to close an existing venue. Provide samples of documents used to show the financial impact of closing a venue on the entire program.
- Proposed Pre-Occupancy Transition Plan:
 - Provide a detailed pre-occupancy transition plan that describes your process for transition and start up should your company be selected for the contract. Provide a list of all tasks involved in the form of a critical path schedule and timeline. Identify members of the start-up team, their backgrounds, and roles/responsibilities with regard to the transition.
- Monthly Reporting
 - Marshall desires a “Monthly Client Report’ forwarded to Marshall the 20th day following the last day of each accounting period. A summary of the information to be provided:
 - Monthly profit and loss statement for the dining program in aggregate, with supporting, individual profit and loss statements for contract board services, cash operations, branded concepts, catering sales, conference sales, sky suites, other related board (points)/flex dollars, concessions sales, other sales and any other available reports as requested.
 - Monthly commission report with revenue reported separately by retail location, catering and summer campus/conferences and concessions/sky suites.
 - Operating statistics for each dining location and in aggregate, including catering.
 - Provide a sample monthly report that would be provided.
 - Cash register tapes by locations and by register shall be accessible to the University and to be submitted as part of the monthly financial statements. Electronic files acceptable.
- Cost Saving Programs
 - If your proposal for any of the previous sections contains specific cost savings programs to be implemented at Marshall, provide specific performance examples where these programs have been implemented at other accounts with measurable savings.

Operational Proposal (part of the 100 page limit of the Technical Proposal which includes the above Conceptual Proposal)

- Management and Staffing Proposal may be submitted in the same document/binder as the Technical Proposal. Please provide the following information:
- Management and Staffing Proposal may be submitted in the same document/binder as the Technical Proposal. Please provide the following information:
 - A narrative and accompanying organizational chart describing the proposed management structure for Marshall’s account, from executive management and corporate support personnel, to the General Manager and on site management. All management, supervisory and support positions should be clearly identified (max 2 pages).
 - Provide detailed resumes for your proposed (max 1 page each):
 - On-site General Manager/Food Service Director
 - On-site Executive Chef
 - On-site Residential Dining Manager

- On-site Retail Operations Manager
 - On-site Catering Manager/Director
 - On-site Marketing Manager/Director
 - On-site Human Resources Manager
 - District Manager
 - I.T. Manager
 - Any other key on-site leadership team members not listed above.
- Provide a minimum of three examples of past performance initiatives stating the measurable outcome for each initiative for each of the following proposed candidates (max 1 page each):
 - On-Site General Manager/Food Service Director
 - On-site Executive Chef
 - On-site Residential Dining Manager
 - On-site Retail Operations Manager
 - On-site Catering Manager/Director
 - On-site Marketing Manager/Director
 - If your firm is short-listed, be aware that some or all of these individuals may be asked to be present at a short-list interview. The personnel identified must be the same personnel that will service Marshall. Switching of personnel is forbidden unless it is can be demonstrated that it is in the best interest of Marshall.
 - Given the time between awarding of the bid and the start of the contract, Marshall understands that proposed staffing may change. Should there be a change in General Managers or the other positions listed above from the awarding of the contract, then candidates will be available for Marshall Review by March 1, 2019.
 - Provide your job description and minimum qualification requirements for each positions listed above (max 1 page each).
 - Provide the following (max 5 pages):
 - Proposed strategy for ongoing management and staff recruitment, training and retention for the account. As with any organization, food service management companies are only as good as the people they are able to hire and retain.
 - Discuss the wages, benefits, educational benefits and training programs available to management employees and hourly employees in comparison to industry norms.
 - Provide a brief description of the practices/methods in place for evaluating both management and staff, and discuss your proposed incentive reward programs available for both managers and staff.
 - Discuss your policy (policies) regarding the hiring of existing dining service managers and staff employees.
 - Provide your proposed staffing guide for each dining location, including management, full-time and part-time employees. *(The print outs of the Staffing Guide do not count towards the 100 page submittal limit)*
 - Provide information on your proposed management and staff benefits programs.
 - Provide a brief description of staff uniforms and employee identification to be provided by your

company by food service location. Photographs are preferred (max 2 pages). Since Marshall branded uniforms are preferred, photographs of the style is acceptable, renderings of the proposed Marshall branding is desired.

Financial Proposal

Financial Proposal must be submitted as a document/binder that is separate from the Technical Proposal. Marshall is providing the space, furnishings, most utilities (electricity, gas, water, sewer service, heating/cooling needs) and most food service equipment for its Dining Services Program. Proposer will be responsible for pest control and trash removal. Proposer is expected to supply and replace small wares. Marshall expects the Vendor to make a reasonable profit in providing the services outlined in this RFP, while maintaining offerings and programs that are perceived by Marshall as being high in quality and providing good value.

You must complete Appendix P Financial Workbook, failure to do so may disqualify you from selection. Information submitted on Appendix P will be used when discrepancies arise. This information will be entered into Bonfire, Marshall's purchasing system.

- Financial Stability
 - The contractor will provide financial information that would allow evaluators to ascertain the financial stability of the firm. If a public company, the contractor will provide their last three (3) audited annual financial reports.
 - In a private company, the contractor will provide a copy of their last three (3) internal financial statements and a letter from the financial institution, on the financial institution's letterhead, stating the contractor's financial stability.
- Meal Plans
 - Submit the proposed pricing/costs for each of the meal plans. Proposer must submit pricing for the existing meal plans as well as for any new/alternate plans.
- The contractor should include a financial proposal with terms and conditions during year one of the contract. The proposal should include any terms and conditions associated with any proposed capital investment. All assumptions including pro forma revenue projections (cash, meal plans, catering) must be included to support the financial proposal.
- Board Plans/Pricing
 - Please submit pricing/costs for each of the meal plans your firm proposes for implementation in the second year of the contract. (After the first contract year, requests for price adjustments in retail, board and catering units are considered in spring for the upcoming contract year.) The pricing plan should include a daily cost for more traditional plans as well as a cost per semester along with any regulations with regard to meals used per day/week, and policies regarding meals remaining at the end of a week, term or academic year.
 - Each contractor must submit pricing for the existing meal plans as well as for any new/alternate plans. Provide a single rate for each plan.
 - These plans should include:
 - Venue service formats
 - Pricing by meal plan

- Level of mandatory buy-in
- Financial impacts
- Hours of operation
- Alternative Meal Plans
 - The contractor may propose any one or a combination of the following meal plans.
 - Traditional “Meals per Week” Meal Plans
 - When a contractor proposes a traditional meal plan, it must provide a fixed daily rate per person for that plan. The fixed daily rate for each of the fixed meal plans shall be provided on a sliding scale for differing levels of participation (in increments of no less than 50 students). For block plans, the rate should be based upon the meal used (breakfast, lunch or dinner).
 - “Block Meal Plans”
 - Each contractor may propose Block Meal Plans (i.e., a fixed number such as 20, 30, 50 meals per semester) it believes would meet the needs of a specific campus. The contract holder should be able to feed guests plus self at a single meal.
 - Declining Balance
 - Contractors may propose a declining balance plan. Any declining balance plans should include the minimum buy-in amount that could be used for either cash or contract operations.
 - Other Meal Plans
 - Contractors may also describe and project prices for any other optional contract board plans that the contractor thinks would fit the campus. These might include flex meal plans, meal equivalencies or other plans.
- Gate Prices
 - Propose gate prices for transient (casual) meals for the first year as follows:
 - Breakfast
 - Continental Breakfast
 - Lunch
 - Dinner
 - Special Meals
 - Children
- **Commission**
 - Currently, the University receives 21.5% commission for retail and Herd Points, with the exception of Sky Box which receives 15%, Concessions is 30%, beer sales is 45% and Starbucks which is 16%.
 - Propose a commission or rate that would be paid to the University for Revenue derived from the following:
 - Commission derived from all non-contract sales (sales to person not on a meal plan) in a board operation
 - Commission derived from all retail operations, including branded concepts, flex dollars,

etc.

- Commission derived from catering, including catering sales, conferences, workshops and camps.
- Commission derived from sky suite and concession sales

- **Athletics Concessions Sales Commission**

- The contractor will pay the University the greater commission of gross sales (less tax) of _____% (not less than 35%) or a minimum annual guarantee of _____ (not less than \$250,000 excluding beer and alcohol sales).
- The contractor will pay the University _____% (not less than 45%) for beer and alcohol sales).
- Commission rates and financial terms would be negotiated separately should Marshall host a large scale concert in the stadium.
- Contractor will provide non-retail food products required by the Athletic Department for student-athlete nutritional programs at cost plus _____%.
- The contractor must provide an outline of the proposed level of service to be provided at each venue listed. Marshall and contractor will mutually agree on any sub-contractors selected to be used at any events. Marshall desires a good variety of popular items including national and regional brands with a focus on the fan experience.
- The contractor agrees to become an annual member of the Big Green Scholarship Foundation at the Leaders Level (\$1,500 - \$4,999) and purchase a minimum of 4 season tickets in both football (Sections 108-118) and basketball (Sections 102-113) each season and agrees to sponsor a table (currently \$2,000.00) at the Herdspys (annual scholarship dinner).
- Pricing for non-retail food
 - Contractor will provide non-retail food products required by the Athletic Department at cost plus _____%.
- Propose a commission that would be paid to the University for Revenue derived from the following:
 - Non-contract board sales
 - Retail
 - Catering

- **Revenue Projections**

- Submit projected revenue with rationale for significant increase/decrease for all venues.
 - Board operations
 - Retail by unit
 - Branded concepts
 - Catering
 - Sky Suites
 - Convenience stores
 - Concessions

- **Transition Expenses**

- Identify any one-time-only or periodic expenses involved with the opening of the account and/or relocation of management staff or any other extraordinary expenses which would be charged to this account. If such expenses are anticipated, the amount budgeted and complete explanation for each must be provided.

- **Equipment Fund**

- Contractor shall propose an annual equipment fund to be used for mutually agreed equipment replacement/future format changes, etc. These funds will be made available at the end of each academic year. The current fund amount is \$50,000.00 per year. All purchases made through this fund become property of Marshall University.

- **Capital Improvement/Renovation and Furnishing Plan**

- Please propose any capital expenditures over the life of the contract that will enhance the University's manual food and beverage services provided for the food service environment. The contractor may provide proposals for any renovation of food service facilities and purchase of new equipment. The Athletic Department also requests that proposals include funding commitments and strategies to improve and upgrade concession areas including capital improvements and equipment. The specific expenditures relating to these shall be outlined in writing by the contractor to be approved by the University.
 - Some desired areas for consideration may include:
 - Rebranding and related renovations of Drinko Coffee Shop to a branded options such as Dunkin Donuts, Tim Horton's, Einstein's Bagels or other comparable venue.
 - Expansion of and/or renovations to existing dining hall facilities and food court.
 - Creation of proposed dining/retail options across campus in new locations.
 - Athletics concession stands upgrades (Henderson Center and Joan C Edwards Stadium)
- Describe your company's capital improvement/renovation and furnishing plan for the design and furnishing of the food service locations. The plan must include a detailed description of the work, the dollar amount of the proposed investment (including detailed budget) and the basis for the cost estimates. All work must be funded by the contractor.
- The contractor may amortize investment over 10 years; however, the contract is awarded as one year with nine renewals as mandated by state code.
- Construction
 - The following requirements apply to all construction contracts exceeding \$100,000.00:
 - pay 7% sales tax on materials
 - pay 2% Business & Occupation (B & O) tax on total contract amount to the city of Huntington
 - There are no prevailing wages in West Virginia at this time. Historical wage rates as filed by Work Force West Virginia are located on the West Virginia Secretary of State's website <http://www.sos.wv.gov/administrative-law/wagerates/pages/default.aspx>. For questions about the wage rates call Work Force West Virginia, (304) 558-7024. The contractor shall

provide all taxes, permits, fees, insurance, liability, compensation, and any other items necessary to render the University free and harmless from all claims arising from services performed under this contract. Contract insurance, liability, and compensation shall be sufficient to cover contractor's employees and the public in general.

- The contractor shall comply with all rules and regulations of the West Virginia Worker's Compensation Commission.
- The successful vendor shall furnish proof of coverage of Commercial General Liability Insurance prior to issuance of a contract. Insurance coverage is determined by the job.
- Contractors must submit official bond forms which have been approved by the Office of the Attorney General, including Bid Bond, Labor and Material Payment Bond, Maintenance Bond, and Performance Bondforms

Additional Funding

Propose a yearly fund for a President's Catering Fund, Residence Life Staff Meal Plans, Donation Request Fund and any other additional funding (Scholarships, etc.).

PROPOSAL EVALUATION CRITERIA

Evaluation Criteria

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

Conceptual Proposal:

30 Possible Points

Includes but not limited to: Programs, Menus, Brands and Concept Descriptions for Retail, Residential Dining, Catering and Concessions, Marketing Plan, Operating Hours, Meal Plan options.

Operating System Proposal:

30 Possible Points

Includes but not limited to: Proposed Staffing Plan, Human Resources, Labor and Training Practices, Sustainability, Sanitation, Health and Safety, Customer Service Plans, Quality Assurance, Experience and References.

Total Short List Points:

60 Possible Points

Presentation:

10 Possible Points

Committee Presentation, and Blind Student Presentation, etc. (Must meet 70% of technical points or 42 points to receive invitation for presentation)

Total Technical Points:

70 Possible Points

Financial Proposal:

30 Possible Points

Includes but not limited to: University Commission Guarantees, Capital Proposals, Price Proposals, additional university support/commitments, etc. Cost will be opened after technical scores are completed.

TOTAL:

100 Points

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

Proposers must score a minimum of 70% of the total operational and conceptual technical points possible (60 points) to be short-listed. The minimum qualifying score would be 42 Short List points for further consideration and to continue in the evaluation process. All proposers not attaining the minimum acceptable score shall be disqualified and removed from further consideration.

Proposers must score a minimum of 70% of the total technical points possible (70 points). The minimum qualifying score would be 49 technical points for further consideration and to continue in the evaluation process. Technical points consist of a maximum total of 30 points for the Conceptual Proposal, 30 points for the Operating System Proposal, and 10 points for the presentation. All proposers not attaining the minimum acceptable score shall be disqualified and removed from further consideration.

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

Proposer's failure to provide complete and accurate information may be considered grounds for disqualification. Marshall University reserves the right to ask Proposers for additional information to clarify their proposals. Nothing may be added to alter the written solution or method contained in the original proposal after the bid opening.

The following are the evaluation factors and maximum points possible for technical and financial point scores:

Technical Evaluation Criteria

Description	Points
Conceptual Proposal	30
Operational Proposal	30
Short List Total	60
Presentation	10
Total Technical	70
Cost/Financial Score	
Total Cost	30
Total	
Combined Technical and Cost	100

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

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

Financial/Cost

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

APPENDICES / FORMS INDEX

Appendix A – Current Facilities, Hours, Descriptions

Appendix B – Current Facilities Summer Hours

Appendix C – 2017-18 Board Pricing

Appendix D – Institutional Research Info

Appendix E – Concessions - Sky Suites

Appendix F – Catering Venues

Appendix G – Catering Prices 2016-2017

Appendix H – Concessions Pricing 2016-17

Appendix I – Catering Price Increase 2016-2017

Appendix J – Catering Price Increase 2016-2017

Appendix K – Retail Contract Pricing 2016 2017

Appendix L – Card Swipe Usage

Appendix M – Meal Plan Totals

Appendix N – IT Technology

Appendix O – MUNET

Appendix P – Financial Scoring Sheet

Appendix Q – Harless Weekly Menu

Appendix R – John Marshall Room Weekly Menu

Appendix S – Towers Weekly Menu

Appendix T – HERD Points

Forms

Purchasing Affidavit

Drug Free Workplace Affidavit

MU 96 Agreement Addendum

MU96a Agreement Addendum for Software

WV1 Vendor Registration and Disclosure Statement and Small, Women/Minority-Owned Business

Certification Application

W9 Request for Taxpayer Identification Number and CertificationWV10 Vendor Preference Certificate

LIFE OF CONTRACT PAGE

LIFE OF CONTRACT: This contract becomes effective on August 15, 2020 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 nine (9) 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.

BONFIRE 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	Instructions
MU20DINING	File Type: PDF (.pdf)	Multiple	Required	
Appendix P	File Type: Excel (.xls, .xlsx)	Multiple	Required	
MU20DINING BID TABLE (BT-48AE)	BidTable: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this BidTable. The Response Template can be downloaded from the project listing on the Bonfire portal.

Commodity Codes

Commodity Set	Commodity Code	Title	Description
UNSPSC	71123005	Management and provision of all catering, cleaning, office and security services at location or platform	Services to provide food and sundries, cleaning and security at the wellsite or platform.
UNSPSC	90101603	Catering services	

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 100 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

Requested BidTables:

The BidTable Response Templates can be obtained at <https://marshall.bonfirehub.com/opportunities/6055>.

Please note that BidTables may take a significant amount of time to prepare.

2. Upload your submission at:

<https://marshall.bonfirehub.com/opportunities/6055>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Feb 19, 2018 3:00 PM EST**. 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 for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

#	Item	Quantity Required	Unit Price	Total Cost
Unlimited Meal Plan				
#1-1	Unlimited Meal Plan + \$50 Flex	1		-
#1-2	Unlimited Meal Plan + \$50 Flex	1		-
#1-3	Unlimited Meal Plan + \$150 Flex	1		-
Block Meal Plans				
#2-1	175 Meal Plan + \$525 Flex	1		-
#2-2	175 Meal Plan + \$625 Flex	1		-
#2-3	140 Meal Plan + \$725 Flex	1		-
#2-4	160 Meal Plan + \$625 Flex	1		-
#2-5	140 Meal Plan + \$65 Flex	1		-
Commuter Plans				
#3-1	50 Meal Plan + \$100 Flex	1		-
#3-2	30 Meal Plan + \$200 Flex	1		-
#3-3	20 Meal Plan + \$100 Flex (5 Guest Passes)	1		-
#3-4	20 Meal Plan + \$50 Flex	1		-
#3-5	12 Meal Plan + \$150 Flex (2 Guest Passes)	1		-
Casual Meal Rates				
#4-1	Breakfast	1		-
#4-2	Lunch	1		-
#4-3	Brunch	1		-
#4-4	Dinner	1		-
#4-5	Special Meals	1		-

#	Item	Quantity Required	Unit Price	Total Cost
#4-6	Late Night	1		-

Athletics

#5-1	Evening Meals (labor allotted 1.5 hours)	1		-
#5-2	Training Table Additional Hours over 1.5)	1		-
#5-3	Non-Retail Markup	1		-

Transition Expense

#6-1	Transition Expense	1		-
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Capital Funding

#7-1	Capital Funding	1		-
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Renovation Funding

#8-1	Renovation Funding	1		-
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Retail Commissions

#9-1	Guarantee	1		-
#9-2	Incremental	1		-
#9-3	Retail	1		-
#9-4	Skybox	1		-
#9-5	Starbucks	1		-
#9-6	Catering/Conferences	1		-

#	Item	Quantity Required	Unit Price	Total Cost
Concessions				
#10-1	Guarantee Concessions	1		-
#10-2	Gross Sales Concessions	1		-
#10-3	\$0 - \$300K	1		-
#10-4	\$300K to \$400K	1		-
#10-5	\$400k to \$500K	1		-
#10-6	\$500K to \$600K	1		-
#10-7	\$600K and above	1		-
#11-1	President's Catering Fund	1		-
Donations				
#12-1	Vendor Donations	1		-
RA/RD Meals				
#13-1	RA/RD Meals (not charged to University)	1		-
Equipment Fund				
#14-1	Equipment Fund	1		-
10 Year Value				
#15-1	Capital/Renovations	1		-
#15-2	Commissions	1		-
#15-3	Other Funding	1		-



REQUEST FOR PROPOSAL SUPPLEMENTAL PACKAGE

Information Document

RFP SUPPLEMENTAL PACKAGE

Best and Final Offers

The University may, but is not required, to negotiate with Proposers. If the University elects to negotiate, negotiations shall be conducted with Proposers 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 Proposers 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 Proposer shall be provided information about any other Proposer's bid, and no Proposer 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

Proposers taking exception to any requirement stated in this RFP 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 Proposer 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 Proposer'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 proposer responding to this RFP 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 proposer 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 proposer 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 RFP must be submitted in writing to the Office of Purchasing on or before the date outlined in the RFP. A written response will be issued by addendum when necessary. Verbal responses are non-binding.

Oral Statements and Commitments

Proposer must clearly understand that any verbal representation made or assumed to be made during any oral discussion concerning the RFP 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 RFP may have a **mandatory** pre-bid conference. The conference may be on-site, telephonic or digital. Proposers submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Proposer's bid. No one person attending the pre-bid meeting may represent more than one Proposer. 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. Proposers should note in the bid package if this option is not available.

Unit prices shall prevail in cases of a discrepancy in the Proposer'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 RFP at any time and for any reason. Submission of, or receipt by Marshall University of bids confers no rights upon the proposer nor obligates Marshall University in any manner.

A contract based on this RFP and the Proposer's bid, may or may not be awarded. Any contract resulting in an award from this RFP 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 RFP. 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 Proposer Preference:

In accordance with West Virginia Code §5A-3-37, the Office of Purchasing will make the determination of the Resident Proposer Preference, if applicable. Resident Proposer Preference provides an opportunity for qualifying proposers 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 Proposers

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 proposer 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 RFP, the proposer agrees to all mandatory deliverables described herein. The

proposer 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 Proposer's bid and the evaluation process will be terminated for that proposer. 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 proposers 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 proposer are exempt to public disclosure. The submission of any information to Marshall University, Office of Purchasing by a proposer puts the risk of disclosure on the proposer. Marshall University Office of Purchasing does not guarantee non-disclosure of any information to the public.

Conflict of Interest

Proposer 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 Proposer further covenants that in the performance of the contract, the Proposer 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

Proposer warrants that it has not employed any company or person other than a bona fide employee working solely for the proposer 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

Proposer 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 Proposer shall complete and submit a disclosure form to report the lobbying. Proposer 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 Proposer is selected, a formal contract document will be executed between Marshall University and the Proposer. In addition, the RFP and the Proposer's response will be included as part of the contract by reference. The order of precedence is the contract, the RFP and the Proposer's bid in response to the RFP.

Contract Termination

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

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

Changes

If changes to the original contract become necessary, a formal contract change order will be negotiated by Marshall University and the Proposer 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 proposer 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 Proposer 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 Proposer shall provide a description of the price increase or decrease involved in implementing the requested change.

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

Emergency Purchases

The Purchasing Director may authorize the purchase of goods or services in the open market that Proposer 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 Proposer 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 Proposer 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 Proposer'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 Proposer 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 Proposer.

Assignment

Neither the Contract nor any monies due, or to become due hereunder, may be assigned by the Proposer 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 Proposer 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 proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer, 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 Proposer, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

Policy Advisements

Proposer 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)

Proposer 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 Proposer. The Proposer shall maintain such records a minimum of five (5) years and make available all records to Marshall Personnel at Proposer’s location during normal business hours upon written request by Marshall within 10 days after receipt of the request.

Proposer may have access to private and confidential data maintained by Marshall University to the extent required for Proposer to carry out the duties and responsibilities defined in this contract. Proposer 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 Proposer, subcontractors or individuals permitted access by Proposer.

Subcontracts/Joint Ventures

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

Proposer Relationship

The relationship of the Proposer to Marshall 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 Proposer as an independent contractor is solely liable for the acts and omissions of its employees, representatives and agents.

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

Proposer 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.

Proposer 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 Proposer 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 RFP, a purchase order, containing any agreement signed by the parties and attachments thereto, including the original RFP and applicable Addenda, and the Proposer'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 Proposer 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. Invoices to the university must be specific and detailed.

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 Proposer must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Proposer 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, Proposer 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 Proposer'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/RFP)

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

A copy of the RFP and any addenda to the RFP will be placed on the University website, and sent to proposers of record. It is the Proposer'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 Proposers responding to this RFP and in the form required by the solicitation documents. Proposer 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 RFP 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 Marshall 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/mu96_fill.pdf or

http://www.marshall.edu/purchasing/files/MU96a_fill.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 Proposer.

Insurance Requirements

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

License Requirements

The successful proposer must produce current documentation of all applicable licensures relating to RFP 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

Proposers must in good standing with all regulatory and governmental entities and be authorized to do business in West Virginia. Upon request of the University, Proposers 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 Proposers are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Proposer 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 Proposer’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>

Proposer Preference:

Proposer 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 Proposer Certification form with its bid will result in denial of Proposer Preference. Proposer Preference does not apply to construction projects.

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

A Resident Proposer Certification form may be found at:

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

Proposer Registration:

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