


Request for Proposal	 <p style="text-align: center;">Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100</p> <p>Direct all inquiries regarding this order to: (304) 696-2819</p>	Proposal# MU20EVENTPER
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Vendor: Phone: Fax: Email: FEIN/SSN:	For information: Purchasing Contact: Derrick Gillespie Phone: (304) 696-2819 Email: Gillespie40@marshall.edu and Purchasing@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, SIGNED IN FULL INK, AND NUMBER OF COPIES REQUESTED IN THE PROPOSAL, AND SUBMITTED IN BONFIRE BY PROPOSAL OPENING TIME AND DATE. The Institution reserves the right to accept or reject proposals separately or as a whole, to reject any or all proposals, to waive informalities or irregularities and to contract as the best interests of the Institution may require. PROPOSALS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.

DATE 6/26/2019	Delivery Requirements	DEPARTMENT REQUISITION NO.	Proposals OPEN: 3:00 p.m. on 07/15/19	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID	
Item #	Quantity	Description		Unit Price	Extended Price
<p><u>REQUEST FOR PROPOSALS</u></p> <p>Marshall University will accept proposals for the following services until 3:00pm on July 15, 2019. At that time, proposals will be opened and read aloud in Room 125, Old Main Building, Huntington, WV 25755</p> <p>Sport Event Non-Personnel Service Contract</p>					
Total					

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

Bidder guarantees shipment from _____
 _____ within _____ days

FOB _____ After receipt of order at address shown

Terms _____

Bidder's name Vendor _____

Signed By _____

Typed Name _____

Title _____

Email _____

Street Address _____

City/State/Zip _____

Date _____ Phone _____

Fein _____

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I. INTRODUCTION

Marshall University, herein referred to as “MU” “Marshall University” or “University” located in Huntington, West Virginia, seeks proposals from qualified vendors, herein referred to as “Bidders”, “Firms” or “Respondents” to supply event security services.

II. BACKGROUND

The Athletic Facilities consists of, but is not limited to, a 38,016 seat Football Stadium, a 9,048-seat multi-sport arena, 107,000 square foot Indoor Athletic Facility, a 1,007 seat Soccer Complex. The Athletic Facilities has numerous parking areas which include a 1,007 space parking garage, 645 space West Lot and numerous lots surrounding the football stadium and arena. Additional information about Marshall University can be found at www.Herdzone.com.

III. SUBMISSION INSTRUCTIONS

A. Timetable

- Request for Proposals Released, Wednesday June 26, 2019
- RFP Questions and Inquiries, Wednesday July 3, 2019 @ 10:00 a.m. EDT
- Response to Inquiries, Monday July 8, 2019 @ 3:00 p.m. EDT
- RFP Response Due, Monday July 15, 2019 @ 3:00 p.m. EDT

B. Pre-Proposal Meeting

A pre-proposal meeting will **not** be held.

C. Inquiries

Direct all questions related to this RFP via email to gillespie40@marshall.edu and purchasing@marshall.edu with “MU20EVENTPER Questions” in the subject line. The deadline for receiving questions and inquiries is July 3, 2019 @ 3:00 p.m. All questions and inquiries will be reviewed and responses will be sent to all parties within the Bonfire portal and depositories by addenda. The RFP and addenda are also posted on the Marshall University Office of Purchasing’s website and in the Bonfire portal.

D. Submissions

All proposals must be received no later than Monday, July 15, 2019 @ 3:00 p.m. Proposals shall be entered into the Marshall University Bonfire portal and copies mailed or hand delivered to the Marshall University Office of Purchasing, Old Main Building, Room 125, Marshall University located at One John Marshall Drive, Huntington, WV, 25755-4100. Faxed and emailed proposals will not be accepted.

Submit one electronic proposal into Bonfire as per the enclosed instructions and three (3) exact copies shall be mailed or hand delivered on or before Monday, July 15, 2019 at 3:00 p.m. in a sealed envelope. The mailing package must be clearly identified on the outside as follows:

Attn: MU20EVENTPER
 Marshall University Office of Purchasing
 Proposal Opening 7/15/19 @ 3:00 p.m. EDT

Incomplete or ineligible submissions will not be reviewed.

Marshall University assumes no responsibility for delays caused by a package or mail delivery service. In the event that the University is closed due to inclement weather on the day that the proposal is due, proposals will be accepted on the next day that the University is open. Additional time will not be granted to any single vendor; however additional time may be granted to all vendors when the University determines that circumstances require it. The online Bonfire submittal will meet the receipt timeline requirement.

E. Compliance with RFP

Submissions must in in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification. Marshall University reserves the right to reject any proposal and/or waive any formalities in the solicitation process. Furthermore, each vendor should carefully examine this RFP and all attachments and exhibits. Each vendor shall judge for itself all conditions and circumstances having relationship to the proposal. Each vendor will be responsible for taking such actions, as they deem necessary or prudent prior to submitting a proposal. Failure on the part of any vendor to take such actions shall not constitute grounds for declaration of not understanding the conditions with respect to making its proposal. Each vendor is responsible for reading and understanding this RFP, including, but not limited to, these instructions for submitting a proposal. Vendor's failure or neglect to review any provided provisions of an agreement and the provision of this RFP will not relieve such vendor of any contractual obligations contained in the agreement or required under the RFP. Vendor shall have no claim for relief based upon a lack of knowledge of the content or legal effect of any such provision.

F. Costs incurred to respond to solicitation:

All costs incurred by Vendor to respond to this solicitation will be wholly the responsibility of the Vendor. All copies and contents of the proposal, attachments, and explanations thereto submitted in response to this RFP, except copyrighted material, shall become the property of MARSHALL UNIVERSITY, regardless if the Vendor is selected.

Receipt of the Request for Proposals does not commit Marshall University to award a contract, to pay any costs incurred in the preparation of the proposal or to procure or contract for services or supplies. MARSHALL UNIVERSITY reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel in part or in its entirety this Request for Proposals if it is in the best interest of MARSHALL UNIVERSITY to do so. MARSHALL UNIVERSITY reserves the right to waive minor irregularities. MARSHALL UNIVERSITY may cancel this RFP or reject any or all proposals in whole or in part. Should Marshall University determine in its sole discretion that only one vendor is clearly more qualified than any other under consideration, the contract may be awarded to that vendor without further action.

IV. FORMS / REQUESTS

- A. West Virginia Ethics Commission Disclosure of Interested Parties to Contracts
- B. State of WV Purchasing Affidavit
- C. State of WV Drug Free Workplace Affidavit
- D. West Virginia WV96 Agreement Addendum
- E. Life of Contract Page
- F. Insurance: A certificate of insurance must be provided with the response. Also, include the percentage of current clients who have this insurance protection.

See <https://www.marshall.edu/purchasing/forms/> and Bonfire portal for relevant non included forms.

V. RESPONSE FORMAT AND REQUIREMENTS

Please submit one (1) electronic proposal into the Bonfire portal and mail three (3) exact copies of the complete proposal response including any attachments to the address stated in Section II D. The submittals should consist of the following materials. All text must be printed on single-sided pages and on the following:

Tab 1 – Cover Letter and Management Summary.

Provide a cover letter signed by an authorized officer of the firm who is authorized to commit the Vendor's organization to perform work: Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning proposal. The cover letter should be on letterhead and state the legal name of the firm.

Tab 2 – Business Plan for Marshall University

Please include the following:

- Description of the proposal contract team, and the role to be played by each member of the proposed team.
- Proposed team organizational structure, inter-relationships, and interactions.
- Provide a start-up plan including timeline.
- Provide a detailed synopsis of all training provided to each team member assigned to the Marshall University.
- List a detailed description of the training provided to event support personnel prior to assigned them to service:
- Include a detailed written security-training plan describing the Vendor's communication system. Note that a final security plan will be agreed upon between the Vendor and MARSHALL UNIVERSITY no less than seven (7) working days prior to each event:
- Detailed plan of approach to include the following: Bus/Taxi Loading/Unloading, Transient Procedure, Loading dock, Loss Prevention, Missing Children
- Quality Assurance Program including detailed recruiting, screening, and training plan.
- Proposed daily time records (provide sample).
- Proposed service quality program (provide sample).
- Provide a (head to toe) photograph of the proposed uniform(s) for staff, supervisor, and dress uniform.

Tab 3 – Experience and Qualifications.

Provide information, which documents your firms' qualifications to produce the required outcomes, including its ability, capacity, skill, financial strength, and number of years of experience in providing the required services.

- Complete the Vendor information form (Exhibit 1).
- How long has your firm been in business doing work similar in scope to the services described in this RFP?
- Bidders must have five (5) years of experience working with NCAA Division I Football and Basketball or NFL and NBA and proven expertise in providing event-staffing services for at least three (3) similar facilities to the Marshall University, i.e. football stadium, arena, soccer complex, and indoor athletic facility with description and specific size of each facility.
- Provide information regarding your firm's ability to perform the requirements of this RFP.

- How long have those assigned to the team been doing the type of work described in this RFP? Identify the names, years of experience and any certifications applicable to the scope of services described in this RFP. Provide resumes of all personnel working assigned to the team. The project manager must have successfully completed NIMA courses (ICS-100) Introduction to Incident Command Systems, (IS-200) ICS for Single Resources and Initial Action Incidents, (IS-700) National Incident Management System (NIMS) an Introduction).
- Attach resumes of all manager and senior-level supervisors who will be involved in the management of the total package of services, as well as the delivery of specific services.
- Attach a copy of the most recent Financial Statement (audited financials are given more credibility and may be required). *This may be submitted under separate sealed cover marked confidential.*
- Provide a list of other facilities where you provide security and security man hours per year at each facility.
- Provide evidence of the type and intensity of training for security services officers.
- List three contracts you are currently operating that are of similar size and scope to the ones started in this RFP. List the following:
 - Company name,
 - Contact person for the company,
 - Phone number,
 - Email address, and
 - A brief description of the project.
- References:
Vendors must submit with the response, three (3) current business references for contact which the Vendor has successfully provided services similar to those required in this RFP. The references must include company name, address, contact name, phone number, and email address. Failure to comply with this request may eliminate your response from consideration.
- Immigration law compliance:
Vendors must provide proof of enrollment in E-Verify as a condition for the award of the contract.
- What are your requirements for hiring employees?
- List any work rules which may have an effect on your rate of staffing. (i.e. hourly premiums, hourly reporting minimums, break schedules, etc.):
- Number of years company has been in the business of providing event staffing services

Tab 4 – Diversity Plan.

Marshall University is strongly committed to equal opportunity in solicitations. Marshall University encourages Vendors to share this commitment. Each Vendor submitting a response agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin, or disability.

Vendor will need to explain how they plan to commit in using minority, women, small business and service disabled veteran owned businesses in its business plan.

Tab 5 – Exceptions.

Exceptions must be noted in this section of the proposal by the Vendor. Exceptions taken after the award may result in the withdrawal of the intent to award and Vendor's firm suspended from upcoming solicitations.

Any listing of exceptions by a Vendor in their proposal in no way obligates Marshall University at any time to change the contract's general terms and conditions, the requirements of the RFP, or the insurance requirements of this solicitation.

Any exceptions listed by a Vendor may be unacceptable to Marshall University and may result in a reduction in the evaluation scoring or be cause for rejection of a Vendor's proposal.

Tab 6 – Exhibits.

Vendor must complete and submit Exhibits and required Forms.
 Separate Cover - Fees for Services.
 Separate Cover – Financial Statement
 Complete Exhibit 1, VENDOR INFORMATION FORM
 Complete Exhibit 2, PROPOSAL FORM to provide an hourly rate for Marshall University positions.
 Hours are not guaranteed and will vary during the duration of the contract. Exhibit 2 will be completed in the Bonfire Table as per instructions.

VI. SELECTION PROCESS

A. Evaluation of Proposals

1. Marshall University will first examine proposals to eliminate those which are clearly non-responsive to the stated requirements. The Evaluation Committee will evaluate all responsive and responsible proposals and qualifications. Other agencies and consultants of Marshall University also may examine the proposals and qualifications as advisors.
2. Marshall University reserves the right to withdraw this RFP at any time, for any reason, and to issue such clarifications, modifications, and/or amendments, as deemed appropriate. Receipt of a submission of a proposal by Marshall University offers no rights upon the vendor nor obligates Marshall University in any manner. Marshall University reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of Marshall University.
3. Marshall University will review each proposal in its entirety. All aspects of the proposal will be considered with special attention being given to criteria deemed to be in Marshall University's best interest, including, but not limited to financial costs to Marshall University, experience of vendor and service capabilities
4. All references will be checked.
5. The Evaluation Committee will complete and forward the technical scoring to the Office of Purchasing.
6. Cost will be opened after the technical scoring is completed
7. The top two scoring vendors will be asked to interview as a factor of final selection.

B. Point Assignment

Vendor Experience & Qualifications	Tab 3-4	20%
Business Plan	Tab 2	15%
Training	Tab 2	20%
Assigned Personnel	Tab 3	15%
Total Technical		70%
Cost	Under Separate Cover	30%
Total Technical and Cost		100%

VII. SCOPE OF SERVICES TO BE PROVIDED

A. The services of the Successful Vendor shall include, but are not be limited to the following: providing uniformed event personnel to assist in crowd directions/ crowd control, ticket taking, ushers, bag checkers, escorts, magnetometer operators (if needed), parking/traffic control, event security, and to make reasonable effort to protect property against theft, illegal entry of person and/or contraband, damage and destruction by spectators, and other intentional acts of violence for events at and near the Marshall University.

B. Occasional or limited services may be required for surrounding areas to the facilities. The Successful Vendor will also provide supervisors and event managers who are responsible for the supervision of all personnel provided by Successful Vendor.

C. Vendor's employees are not eligible for MARSHALL UNIVERSITY work if an employee has been convicted of, has charges currently pending, or has been granted diversion by any court, for any of the following: (1) any felony offense; (2) any crime involving force or moral turpitude; (3) any offense involving dishonesty or false statements; or (4) any crime involving a controlled substance.

D. Licenses: The Successful Vendor must have necessary licenses as required by the Federal, State, County, and City governments.

E. An office suite to work can be provided for an on-site manager, based on a monthly rental. The rental price is determined by the currently Marshall University rental rate based on square footage. Phone lines and internet are available at prevailing rates. The Successful Vendor will provide all additional equipment and / or furnishings.

Office equipment, office supplies, office furnishings and email addresses are not provided by MARSHALL UNIVERSITY.

F. MU strongly encourages a full-time office (space rentable) at location within Marshall University. (Office equipment, phone lines, internet access and supplies are the responsibility of the Successful Vendor).

G. Employee Screening Process – Each employee's qualifications (age, training, background check, etc.) must be verified with proper documentation. All documentation and necessary training are required before employee or agent is eligible to work at / for the MARSHALL UNIVERSITY. Documentation must be provided when requested, on a case by case basis, within four (4) business days of request. The screening application must include:

- The Successful Vendor must comply with the minimum process for hiring staff assigned to work Marshall University events as described.
- Personal reference – minimum of three (3) people who are not related to subject.
- Pre-employment drug screening. (Random drug screening program in place).
- Five (5) year work history.
- Educational history.
- Specialized skill history/ experience.
- Identification of prior employment with MARSHALL UNIVERSITY or any of the service providers to MARSHALL UNIVERSITY.
- Complete criminal background check – required for all employees and agents
- Prior employment discharge

H. Training - All training is at the expense of the Successful Vendor unless specific training is requested by MARSHALL UNIVERSITY in areas not covered in this RFP. The Successful Vendor shall participate in the development and implementation of all training programs at no cost to MARSHALL UNIVERSITY.

1. Initial classroom training must include audio/visual training:

***Note – Initial training program as well as supporting verification of training shall be available for review at MARSHALL UNIVERSITY's discretion.*

- Fire protection, evacuation procedures and crowd emergencies according to MARSHALL UNIVERSITY emergency procedures.
- Guidelines for Life Safety (Identifying crowd safety hazards, proper reporting of hazards and maintain safety for guests).

- Occupational hazards to maintain safety for employees.
 - Proper report writing.
 - Effective crowd management techniques
 - Customer service skills.
 - Guest experience program – MARSHALL UNIVERSITY is strongly committed to providing a total guest experience.
 - Vendor is expected to share in this commitment. MARSHALL UNIVERSITY is developing a guest experience program to focus on guests.
 - The Vendor's guest experience program will be reviewed by MARSHALL UNIVERSITY to ensure it is consistent with MARSHALL UNIVERSITY's program, and is subject to approval by MARSHALL UNIVERSITY.
 - Workplace violence training.
2. Initial training must include a minimum for two (2) to four (4) hours training on each new assignment with supervisory personnel in attendance.
- **Note – Sample document verifying training and percentage of current employees who have received this training shall be submitted with response.*
3. On-going training must include:
- **Note – Sample training material, all training topics and percentage of current personnel receiving this training shall be submitted with response.*
- a) Must provide at least 1 documented training session every six (6) months of on-going training for each staff member that includes all areas noted but not limited to:
- Customer service
 - Guest experience training
 - Crowd management
 - Magnetometer Operation
 - Life and property protection
 - General orders
 - Medical situation procedures
 - ADA Accessibility
 - Evacuation Procedures
 - Handling disorderly patrons
 - Conducting baggage searches
 - Alcohol policies
 - MARSHALL UNIVERSITY Policy and Procedure changes
 - Sexual Harassment Awareness
4. Training resources must include:
- A training booklet containing policies, procedures, guidelines and seating charts for facilities at MARSHALL UNIVERSITY. This booklet to be developed in conjunction with MARSHALL UNIVERSITY and is subject to approval by MARSHALL UNIVERSITY.
5. Training verification must include:
- Documented results of all training in the employee's personnel file.
 - Include percentage of current employees trained to this standard.

I. Supervision

1. Operational instructions and special orders – a thorough written review of all operational procedures along with resources employed designed for each individual position. These instructions shall be reviewed and updated continually.

2. Must conduct pre-event meetings prior to each event.
3. Reporting procedures shall include:
 - A special unusual incident report shall be filed in the event of uncommon occurrences (must use MARSHALL UNIVERSITY forms).
 - Post event report.
 - Operation outline.
4. Supervisory personnel
 - a) All supervisory personnel shall be trained in procedures of recruiting, hiring, selection and training of event personnel.
 - b) A supervisor, specifically trained in operational procedures, shall be assigned to each event with additional staffing personnel as needed.
5. Staffing levels for events:
 - a) On occasion, MARSHALL UNIVERSITY may require short notice scheduling. Specific staffing requirements for each event will be requested by MARSHALL UNIVERSITY Facilities Staff Members, MARSHALL UNIVERSITY Staff Members, or their designee.
 - b) MARSHALL UNIVERSITY Management reserves the right to adjust staffing levels in advance and while planning for event as deemed necessary to accommodate the requirements of the event, additionally, MARSHALL UNIVERSITY Management reserves the right to adjustments in positions during events to ensure proper coverage for events.

J. Employee Structure (Current)

- Event Manager
- Supervisor
- Security Guard
- Usher
- Parking Guard
- Ticket Taker

K. Emergencies

In the event of an emergency situation, the Successful Vendor will be expected to work with the NIMS framework while providing security assets to Marshall University.

Successful Vendor shall be able to provide additional personnel on an emergency basis – within one (1) to two (2) hours – at the same hourly rate quoted in the RFP.

L. Reporting Procedures

All accidents and incidents shall be reported to the Marshall University Associate Director of Athletics, Marshall University Police Department and the Marshall University Office of Safety immediately and a written report shall be completed and emailed within 24 hours of each event. The Successful Vendor will input any and all incidents arising on event days into a web based event day incident tracking system as they occur on event days. The system will be selected (approved by the Marshall University) and paid for by successful vendor.

M. Client Contact - Successful Vendor shall:

1. Have bi-weekly meetings with MARSHALL UNIVERSITY contract administrator to review operation and make recommendations for improved services.
2. Must be available for event pre-conferences, as well as MARSHALL UNIVERSITY staff and game operations meetings, as necessary that require event staffing services.

3. Work directly with and take direction from appropriate MARSHALL UNIVERSITY staff to ensure that all client needs and requests are met as they are requested in a timely manner. The employees and agents of the Successful Vendor must be under the direction of an approved group leader while on post.
4. Provide document for outlining staff requirements for event and associated call times for each position with the approval of MARSHALL UNIVERSITY contract administrator in accordance with MARSHALL UNIVERSITY policies and guidelines.
5. MARSHALL UNIVERSITY has the right to audit the event security operations at any point. A right to audit specifies the company's responsibilities for maintaining reasonable accounting records and MARSHALL UNIVERSITY's access to those records for review.

N. Resources Required –

Successful Vendor shall provide:

1. The Successful Vendor shall furnish at its expense, all labor, taxes, FICA, Worker's Compensation, uniforms, unemployment insurance, supplies, two-way radios, transportation (including fuel surcharge, if applicable), insurance, and other expenses necessary to fully perform any phase of the requirements of this RFP.
2. Two-way radio communications for staff, to include, but not limited to, event manager, supervisors, security guards, parking guards, ushers, and ticket takers. A two-way radio on the same network as MARSHALL UNIVERSITY, so on-duty event staffing on-site managers and event security dispatch / command may communicate with MARSHALL UNIVERSITY management as necessary (minimum of 2). Successful Vendor will designate an on-site manager to correct any problems with performance or with equipment. The on-site manager will be radio equipped to communicate with other Successful Vendor employees and agents, and well as MARSHALL UNIVERSITY staff, and the Associate Director of Athletics (or his/her designee). Two-way radio communication devices are at no cost to MARSHALL UNIVERSITY.
3. Appropriate uniforms based upon MARSHALL UNIVERSITY specifications and approval, such as jackets, vest, polo shirts, hats and rain gear with logos. Uniforms shall be provided at no cost to the employee and no cost to MARSHALL UNIVERSITY. Uniform colors must be approved by Marshall University; uniform colors cannot be yellow / gold and navy blue. MARSHALL UNIVERSITY management must approve uniforms in advance. If MARSHALL UNIVERSITY DEPARTMENT OF ATHLETIC selects to have MARSHALL UNIVERSITY specific logo's on uniforms, MARSHALL UNIVERSITY shall reimburse the Successful Vendor for the cost of adding the logo. Certain management supplies will be deemed a part of the employee's uniform and are to include, but are not limited to:
 - Flashlight
 - Pen
 - Notepad / clipboard
 - Two-way radio communication
4. A picture identification card or name tag will be considered part of the employee's uniform and must be visible at all times while working for hours billable to MARSHALL UNIVERSITY.

5. Workers shall not depart the property or their assigned position until a competent, authorized representative of Successful Vendor is present and/or their supervisor dismisses the individual. ALL WORKERS MUST CHECK IN AND OUT THROUGH THE USE OF A PHOTO AND/OR ELECTRONIC SCAN SYSTEM or punch clock system provided by the successful vendor that has been approved for use by MARSHALL UNIVERSITY. The Successful Vendor must provide a process to check in/out employees to be approved in advanced by MARSHALL UNIVERSITY which may include a manual sign in process at an employee entrance that is operated by MARSHALL UNIVERSITY. Employees must provide a government issued ID when checking in at employee entrances. For staffing calls of over fifty (50) event security personnel, provided by the Vendor, the Vendor shall have a supervisor present at employee check in / check out location for duration of time such entrance is in operation at the sole cost of the Vendor
6. Employee handbook relating to policies and practices, with MARSHALL UNIVERSITY review and approval. Provide a sample with the response.
7. Event security support personnel will not carry weapons of any type regardless of the situation at any time during the term of the contract with the Vendor.

VIII. GENERAL TERMS AND CONDITION

- A. By signing the resulting contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of West Virginia. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
 - B. Performance:
 1. In the event the Successful Vendor defaults in performing this contract, it agrees to pay MARSHALL UNIVERSITY reasonable costs incurred in remedying such default, including reasonable attorney fees.
 2. The Successful Vendor will be responsible for any damage to MARSHALL UNIVERSITY property when such damage is inflicted by their employee(s), or agents of the Successful Vendor, or any sub-contractor of the Successful Vendor.
 - C. Contract:
 1. The contract will be non-exclusive. MARSHALL UNIVERSITY reserves the right to also contract with other parties, or to provide event security services with MARSHALL UNIVERSITY employees, whatever is most advantageous to MARSHALL UNIVERSITY should it be deemed in its best interest to do so.
 2. Staffing Shortage Penalty: In the event that the Successful Vendor fails to supply MARSHALL UNIVERSITY with sufficient staff for any shift, MARSHALL UNIVERSITY reserves the right to fill any such shifts with qualified crowd management personnel from outside firms. Any expenses incurred, as a result of these actions, will appear as a deduction from subsequent invoices in the amount of the expense. In the event MARSHALL UNIVERSITY is unable to fill such shifts with qualified personnel, the Successful Vendor will be penalized at the applicable hourly rate for such staff as requested for the duration of the time staff was requested. Additionally, the Successful Vendor will be subject to a penalty of \$100 for each occurrence where a shift may be left unfilled for any period of time. MARSHALL UNIVERSITY will deduct penalties from final payment for each specific event. This will be done at the discretion of MARSHALL UNIVERSITY. MARSHALL UNIVERSITY reserves the right to determine final approval on all crowd management and event staffing levels.

3. **Contract Documents:** The contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Vendor, the specifications including all modifications thereof, and a purchase order, all of which shall be referred to collectively as the "Contract Documents". No oral instructions or interpretations will be considered binding on MARSHALL UNIVERSITY unless confirmed in an addendum, and made part of the contract.
4. **Contract Modification and Amendment:** The parties may adjust the specific terms of this contract (except for financial considerations) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Vendor must be in writing. Any agreed upon modification or amendment must be in writing and signed by both parties.
5. **Contract Data:** The Vendor is required to provide MARSHALL UNIVERSITY with detailed data concerning the contract at the completion of each contract year or the request of MARSHALL UNIVERSITY at other times. MARSHALL UNIVERSITY reserves the right to audit the Vendor's records to verify the data. This data may include, but is not limited to: transactions processed, other services rendered, and payments made to MARSHALL UNIVERSITY.
6. **Contract Validity:** In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.
7. **Successful Vendor shall not assign or transfer the contract, any part thereof, or any rights of the Successful Vendor thereunder, except as otherwise consented to in writing by MARSHALL UNIVERSITY.**
8. **Successful Vendor shall not hire a sub-contractor without the approval and written consent of MARSHALL UNIVERSITY.**

D. Clarification of responsibilities:

If the Vendor needs clarification of or deviation from the terms of the contract, it is the Vendor's responsibility to obtain written clarification from the Associate Director of Athletics, Scott Morehouse, email morehou1@marshall.edu. Amendments to the contract terms will be issued by an approved change order from the Office of Purchasing.

E. Disputes:

Any contract agreement that is issued based on this RFP, the parties shall agree that the contract agreement is made and entered into the State of West Virginia, and that all services, materials, and equipment to be rendered pursuant to said contract agreement are to be delivered in the State of West Virginia. The interpretation and enforcement of this contract agreement will be governed by laws of the State of West Virginia.

F. Litigation:

This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of West Virginia. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of West Virginia.

G. Assignment:

Neither party of the contract shall assign the contract without the prior written consent of the other, nor shall the contractor assign any money due or to become due without the prior written consent of MARSHALL UNIVERSITY.

H. Termination:

This contract may be terminated by MARSHALL UNIVERSITY with or without cause, upon thirty (30) day written notice to the Successful Vendor regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, MARSHALL UNIVERSITY shall have the right to immediately terminate the contract; Vendor shall forthwith remove any and all of his equipment, tools, and supplies from the premises within 24 hours. Vendor shall be paid for services rendered to the date of termination and MARSHALL UNIVERSITY shall have no further financial obligation to the Vendor. Such termination shall not relieve the Vendor of any liability to MARSHALL UNIVERSITY for damages sustained by virtue of a breach by the Vendor.

I. HOURS OF OPERATION / ROSTERS

1. In addition to standard business hours, personnel are required to work weekends, nights, and holidays. Successful Vendor agrees to staff the operation so that service is uninterrupted. It shall be the responsibility of the Successful Vendor to provide any type of relief personnel. Successful Vendor shall provide back-up, at their cost, in times of staff shortage due to vacations, illness, inclement weather, etc., to ensure the consistent and efficient operation of all services specified under this RFP.
2. MARSHALL UNIVERSITY requires a minimum roster of three hundred (300) event staffing personnel.
3. Successful Vendor shall maintain a roster sheet of all employees and agents assigned to each event. Roster sheets shall include the person's full name, date and times worked, and the number of hours worked. The list shall be provided to MARSHALL UNIVERSITY with invoice.
4. Vendor agrees to electronically supply to MARSHALL UNIVERSITY daily copies of rosters in advance of the event as well as the final sign in sheets showing the name, position, hours worked (start time, ending time, and total hours), and employee signature at the conclusion of each event day. If there are changes from the original event staffing order and roster, changes in staffing personnel such as replacement/substitutions, the documentation provided shall include reason for change, name of MARSHALL UNIVERSITY staff member that verified or approved by the change prior to the change.

J. Performance terms and conditions

1. Contract Administration: The Associate Director of Athletics for Facilities and Game Operations and/or the Marshall University Legal Counsel shall be MARSHALL UNIVERSITY's authorized representative(s) in all matters pertaining to the administration of this contract. Final decisions must be incorporated into an approved change order issued from the Office of Purchasing.
2. Unsatisfactory Performance: The Vendor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to MARSHALL UNIVERSITY. If the contract administrator or designee, notifies the Vendor in writing that any person employed on this contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this contract without the written consent of the contract administrator.

K. Vendor personnel requirements:

1. Security services will be furnished on the dates and times specified by the Associate Director of Athletics (or his designee). Any agreement pursuant to an award is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association as between MARSHALL UNIVERSITY and the Successful Vendor.

2. Successful Vendor will assign an on-site manager, if requested, to be MARSHALL UNIVERSITY's point of contact and to oversee the performance of this contract. This manager must have extensive experience in event management and crowd control. The manager will be available twenty-four (24) hours a day via cell phone. This manager or site supervisor must be present at the beginning of each scheduled event shift to coordinate with MARSHALL UNIVERSITY' Associate Director of Athletics or his/her designee, staff arrivals, briefing, and post assignments. Marshall University reserves the right to dismiss or request a change of the on-site manager or supervisor for any reason or no reason, at any time. The successful vendor shall then place a new on-site manager or supervisor in the leadership position with the approval of the Marshall University.
3. All security supervisors will be adequate in number and radio equipped. Successful Vendor shall provide a minimum of one (1) trained, experienced supervisor for every twenty (20) event security support persons assigned or a number of personnel approved by the Associate Director of Athletics.
4. Assigned personnel must assist with patron and staff safety.
5. All assigned personnel must participate in emergency response, notification, and evacuation.
6. All assigned personnel will assist Marshall University staff with controlling access to the facility.
7. MARSHALL UNIVERSITY will supply contractor with general and specific post orders along with post assignments for each security area. Successful Vendor will be responsible for assigning individuals based upon the type of post that will match each individual's capability and demeanor. Successful Vendor shall provide qualified, trained, and uniformed personnel to manage all positions. Job responsibilities for each post shall be explained in detail to the security services personnel by their supervisor. Duties required at events may include, but are not limited to, some or all of the following:
 - Staff and manage specific locations to allow passage to specifically identified guests and other working personnel.
 - Take prompt action against illegal entry of person(s) and/or contraband as specified within MARSHALL UNIVERSITY facilities.
 - Serve as bag checkers for all baggage, equipment, boxes and deliveries to the facility during event periods.
 - Serve as ticket takers/checkers, magnetometer operators (if needed) for public entrances as well as other MARSHALL UNIVERSITY locations.
 - Patrol and/or manage specifically identified areas for potential safety hazards and/or vandalism.
 - Assist in the management of crowd control and overall safety of the patrons and participants.
 - Take prompt action against unauthorized persons going on the field, court or other restricted areas.
 - Observe and report any and all criminal offenses, or violations of policies, procedures, rules and regulations.
 - Assist with customer service and evacuating seating areas post event.
 - In some cases, serve as customer service support and ushers in high traffic areas.
 - Assist with public information in regards to customer service, safety, and security policies or procedures.
8. Successful Vendor must screen all personnel assigned to MARSHALL UNIVERSITY for recent use of alcohol and/or illegal drug use.
9. Successful Vendor must have a third party vendor conduct random alcohol and/or illegal drug use screenings on at least twenty percent (20%) on an annual basis and submit report to the Associate Director of Athletics prior to TBD of year of contract.

10. All personnel should possess great customer service skills.
11. All personnel utilized must be fully literate in the English language (i.e. be able to read, write, speak, and be understood). Oral command of the English language must be sufficient to permit full communication, particularly in times of stress. Please identify any that are bilingual and in what language.
12. Successful Vendor must supply personnel that are physically, mentally, and emotionally qualified to perform the requirements as specified in this RFP.
13. Prior to the start of work, all personnel provided to MARSHALL UNIVERSITY must be familiar with the facility, sign-in/out procedures, the employee entrances, rules and regulations, who/where to report and the type of work to be performed.
14. All personnel must use a time clock or automated time clock to verify time in/out as well as a manual sign in process at an employee entrance that is operated by MARSHALL UNIVERSITY on certain events. Employees must provide a government issued ID when checking in at employee entrances. For Staffing calls of over 50 (fifty) event security personal, provided by the Vendor, the Vendor shall have a supervisor present at employee check in / check out location for duration of time such entrance / exit is in operation at the sole cost of the Vendor.
15. With direction from MARSHALL UNIVERSITY, all assigned personnel should enforce building policies and procedures.
16. Personnel must abide by all MARSHALL UNIVERSITY rules and regulations.
17. Successful Vendor shall be responsible for the acts of its employees and agents while performing services for MARSHALL UNIVERSITY. Accordingly, Successful Vendor agrees to take all necessary measures to prevent injury and loss to person or property. Successful Vendor shall be responsible for all damages to persons or property on and off MARSHALL UNIVERSITY site caused solely or partially by Successful Vendor or any of its agents or employees in the performance of this RFP.
18. Successful Vendor shall further be responsible for the conduct of its employees and workers and for preventing the use of profanity, being boisterous, using undue force, or being offensive or disrespectful to MARSHALL UNIVERSITY guests. MARSHALL UNIVERSITY will not tolerate such conduct and if necessary, Successful Vendor will be asked to remove this employee. Conduct that is not acceptable includes, but it not limited to the following: foul language; offensive or distasteful comments related to age, race, ethnic background or sex; evidence of alcohol influence or influence of drugs; refusal to provide services requested; refusal to make arrangements for additional services; and general rudeness. The Marshall University has the right to dismiss any personnel, at any time for any reason.
19. Successful Vendor shall have experience dealing with ADA requirements, regulations, policies and procedures, as well as the assistance of handicapped patrons, in particular, wheelchair-bound patrons.

L. Hold Harmless and Indemnification:

Contracting party agrees to indemnify, hold harmless and defend MARSHALL UNIVERSITY, its elected officers and employees (hereinafter referred to in this paragraph collectively as "MARSHALL UNIVERSITY"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon MARSHALL UNIVERSITY because of bodily injury, death or property damages, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims of employees of company and/or its subcontractors or claims under similar such law or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of MARSHALL UNIVERSITY, or its employees.

M. INSURANCE:

MARSHALL UNIVERSITY reserves the right to terminate any resulting contract, if the Vendor fails to keep the insurance policies in force for the below amounts or for the duration of the contract period. The certificate must be received by MARSHALL UNIVERSITY Office of Purchasing. Failure to comply with this request may eliminate the response from consideration. The successful vendor's certificate must include the additional Insured by Endorsement:

- Marshall University and employees must be listed as additional insured.
- 30 day(s) written cancellation notice.

N. A comprehensive insurance program for protection against known and recognizable risks shall be provided. The program must contain insurance whereby, the principle risks are transferred to an insurance company. It must also provide for a measure of self-insurance whereby certain risks are assumed directly by the Successful Vendor. The program shall be designed to provide the essential coverage needed to protect against fortuitous losses. Before beginning work, Vendor shall provide a current certificate of insurance with the following coverage:

- Worker's Compensation Insurance per West Virginia State Law.
- Worker's Compensation Coverage shall be provided in accordance with the statutory coverage required in West Virginia.

1. Coverage extension shall include:

- Voluntary compensation with state of hire as the basis of benefits.
- Waiver of subrogation for MARSHALL UNIVERSITY.

2. Employer's Liability Insurance limits shall be at least:

- Bodily Injury by Accident - \$1,000,000 per accident.
- Bodily Injury by Disease - \$1,000,000 per employee.

3. Commercial Business Automobile Liability Insurance

Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned, rental or hired automobile or utility vehicle (i.e. golf cart, John Deere Gator, Club Car, etc.). The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence.

4. Commercial General Liability Insurance

Commercial General Liability Insurance coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, and underground damage, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

- General Aggregate \$5,000,000/Project
- Products, Completed Operations Aggregate \$2,000,000/Project
- Personal and Advertising Injury \$1,000,000/Occurrence
- Each Occurrence \$1,000,000

5. Comprehensive General Liability Insurance

Coverage should be provided for legal liability resulting from bodily injury or property damage caused by an occurrence and due to the negligence of the Successful Vendor. General liability limits not less than \$1,000,000 per occurrence and \$5,000,000 general aggregated.

a) Coverage extension must include:

- All premises and operations;
 - Personal injury liability – to pay for legal obligations of the Successful Vendor resulting from the following business offenses;
 - False arrest, detention and imprisonment, or malicious prosecution;
6. The publication or utterance of a libel or slander or of other defamation or disparaging material, or a publication or utterance in violation of an individual's right or privacy, except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the Successful Vendor ;
7. Wrongful entry or eviction or other invasion of the right of private occupancy.
- Property damage – included liability protection of property in Successful Vendor 's care, custody, and control;
 - Assault and battery offenses;
 - Blanket contractual;
 - MARSHALL UNIVERSITY must be included as "Additional Insured" including hold harmless agreement
 - for MARSHALL UNIVERSITY;
 - Errors and omissions liability – providing coverage for negligent acts, errors and omissions on the part of the Successful Vendor or the employees or agents of the Successful Vendor , solely in the professional conduct of the Successful Vendor 's security personnel, investigative, and related operations;
 - Third party theft from clients;
 - Products and completed operations, if any.
8. Fidelity Bond Employee Dishonesty Form A – coverage provided by the bond must apply to all personnel of the Successful Vendor, including subsidiaries. The policy must provide coverage for losses sustained by the contractor or its clients resulting from fraudulent or dishonest act committed by employees of the Successful Vendor, acting alone or in collusion with others. Limit not less than \$100,000.
9. The contractor is charged with the responsibility of identifying risks and exposures, and the implementation of a risk management program to effectively deal with them. Major emphasis should be placed upon risk management measures. Every effort must be made to create a safety conscious atmosphere among all employees.

IX. INVOICE AND REPORTING

A. Tax Exempt

MARSHALL UNIVERSITY is tax exempt. If a Tax Exemption Certification is required, one will be furnished to the Successful Vendor.

B. Payment terms

Payment is net 60 days.

C. Pricing

Prices shall remain firm for the term of the contract, including renewals. In the event that, during the term of the agreement, the Successful Vendor is required to increase wages and/or payroll burden costs as a direct result of any determination or action by any Federal, State, or Local Government authority, MARSHALL UNIVERSITY agrees to permit the Successful Vendor to increase its rates proportionally from the date the increase becomes law. The increase(s) cannot be implemented until MARSHALL UNIVERSITY's Office of Purchasing receives a new rate schedule and a letter explaining in detail the circumstances necessitating the increase. Vendors should be aware of any and all possible increases in wages, Social Security, Federal, State, and Local taxes which may apply during contract term and make MARSHALL UNIVERSITY aware of same.

D. Overtime

MARSHALL UNIVERSITY will not pay overtime unless approved in advance by the Associate Director of Athletics for Facilities and Game Operations or his/her designee.

E. Invoicing

Vendor agrees to provide an accurate invoice immediately at the conclusion of the event.

Invoice reconciliation must occur within (3) three-months of invoice date. Vendor must provide MARSHALL UNIVERSITY accounts payable department with an itemized, monthly statement requesting resolution within this (3) three-month period. Invoices presented for payment beyond this (6) six-month period may not be honored. Vendor shall not impose payment penalties on any kind, including, but not limited to, late fees, service charges, interest, or placing MARSHALL UNIVERSITY on credit hold.

F. Credit Cards

Successful Vendor must accept credit cards as a form of payment and will not charge credit card service fees to Marshall University

X. Bonfire Portal Submission Instruction for Proposers

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
Cost (BT-02HP)	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.
Proposal	File Type: PDF (.pdf)	Multiple	Required	
Ethics Commission Disclosure of Interested Parties	File Type: PDF (.pdf)	Multiple	Required	
Purchasing Affidavit	File Type: PDF (.pdf)	Multiple	Required	
Drug Free Workplace	File Type: PDF (.pdf)	Multiple	Required	
WV-96	File Type: PDF (.pdf)	Multiple	Required	

Commodity Codes

Commodity Set	Commodity Code	Title	Description
UNSPSC	801116	Temporary personnel services	

Requested Documents:

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

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

Requested BidTables:

The BidTable Response Templates can be obtained at <https://marshall.bonfirehub.com/opportunities/17169>.

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

2. Upload your submission at:

<https://marshall.bonfirehub.com/opportunities/17169>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Jul 15, 2019 3:00 PM EDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

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

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

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

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

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

XI. Exhibit 1

VENDOR INFORMATION FORM

Company Name:
d/b/a:
Federal Tax ID #:
Address
Proposal Award Notice – Address
Purchase Order Address
Remittance Address
Name and contact information of Representative authorized to sign agreement on behalf of the vendor
The undersigned certifies that this proposal is genuine and not collusive.
Signature of person completing this form
Name of person completing this form
Date

XII. Exhibit 2

Proposal Form (Vendor must use this form; Fill in all spaces.)

The Vendor, in compliance with the RFP for Event Security Services, as specified, for MARSHALL UNIVERSITY, Huntington, West Virginia, having examined the specifications and related documents, hereby proposes to furnish all equipment, labor, overhead, onsite management, taxes, FICA, Worker’s Compensation, uniforms, unemployment insurance, tools, supplies, transportation (including fuel surcharge, if applicable), insurance, and other expenses necessary to fully perform any phase of the requirements of this RFP in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices cover all expenses incurred in providing the equipment, accessories, materials and/or services under the contract documents, of which this RFP is a part, and F.O.B. delivery of same to Marshall University, Huntington, West Virginia.

Proposal to furnish Event Staffing Contract Labor, per the detailed specifications.

Position Hourly Rate	Bonfire Submittal
Event Manager	Bonfire Submittal
Supervisor	Bonfire Submittal
Security Guard	Bonfire Submittal
Usher	Bonfire Submittal
Parking Guard	Bonfire Submittal
Ticket Taker	Bonfire Submittal
Other	Bonfire Submittal

This proposal cannot be considered valid unless signed and dated by an authorized agent of the Vendor.

Company Name:	
Signature:	Date:
Printed Name:	
Title:	

LIFE OF CONTRACT PAGE

LIFE OF CONTRACT: This contract becomes effective on 8/1/19 and extends for a period of **one (1) year** or until such reasonable time thereafter as is necessary to obtain a new contract. Such "reasonable time" shall not exceed twelve (**12**) months upon expiration of one (1) year from the effective date of this contract by giving the Director of Purchasing thirty (**30**) days written notice.

RENEWAL: This contract may be renewed upon mutual written consent, submitted to the Director of Purchasing thirty (30) days prior to the date of expiration. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to four (4) successive one (1) year periods.

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

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

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

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

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

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

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



MARSHALL UNIVERSITY REQUEST FOR PROPOSAL SUPPLEMENTAL PACKAGE

Informational Document

REQUEST FOR PROPOSAL SUPPLEMENTAL PACKAGE

I. **RESPONSE**

Vendors must complete a response to all mandatory specifications in order to be considered and continue in the evaluation process. Each proposal must be formatted as per the outline provided in the RFP. The contractor must make no other arrangement or distribution of proposal information. Failure on the part of the vendor to respond to specific requirements detailed in the RFP may be the basis for disqualification of a proposal. The University reserves the right to waive any informality of this proposal format and minor irregularities. NOTE: Nothing in the RFP may be construed to limit the University from negotiating for a change in the Services or fees during the term of the purchase order issued pursuant to the RFP.

A. **Pre-Proposal Conference**

An RFP may have a **mandatory** pre-proposal conference. The conference may be on-site, telephonic or digital. Vendors submitting a bid must attend the mandatory pre-proposal meeting. Failure to attend the mandatory pre-proposal meeting shall result in disqualification of the Vendor's proposal. No one person attending the pre-proposal meeting may represent more than one Vendor. An attendance sheet provided at the pre-proposal meeting shall serve as the official document verifying attendance.

B. **Delivery**

The University's RFP bid process requires that the proposal be submitted as directed within the RFP specifications; either directly entered into the Bonfire portal or an original mailed by the date and time stipulated in the proposal. Any requested convenience copies must be delivered to the address as specified within the proposal. Convenience copies shall be exact copies of the original. The University uses Bonfire for digital submissions and may or may not request additional copies.

All bids will be date and time stamped to verify official time and date receipt. Vendor is solely responsible for getting its original proposal and convenience copies delivered in a readable format by the Proposal Opening Date and Time.

Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. The Marshall University Office of Purchasing cannot waive or excuse late receipt of a proposal which is delayed and late for any reason according to West Virginia State Code §5A-3-11(g). Any proposal received after the bid opening date and time will be immediately disqualified in accordance with the Marshall University Purchasing Administrative Rules and Regulations.

C. **Labeling Mailed Packages**

The outside of the proposal package should be clearly marked with the RFP# and Bid Opening date and time.

D. **Separate Submission of Cost and Technical Proposals** **Technical Proposal**

The selection procedure for RFPs requires that evaluation of the Technical Proposal be conducted before the Cost Proposal is distributed to the Committee. Consequently, each proposal must be submitted as two separately sealed enclosures. Failure to comply may constitute disqualification of Bidder's proposal. Do not include cost figures in the technical proposal. Responses should be numbered to correspond to the RFP section numbers in the Specifications section. Each section shall be tabbed for ease of reference.

Cost/Fee/Price Proposal (separate file):

Vendor must list ALL fees on the Cost Proposal. Vendor may only charge those fees that are listed on the Cost Proposal. The Cost Proposal must be submitted with your proposal in a separate file within Bonfire or a separately sealed envelope if mailed, and signed by a person authorized to bind the Vendor.

II. RFP TERMS

A. Best and Final Offers

The University may, but is not required, to negotiate with Bidders. If the University elects to negotiate, negotiations shall be conducted with Bidders whose proposals fall in the competitive range. The competitive range includes those proposals whose price and technical factors give them a reasonable chance of winning the award. Such Bidders shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to the technical and price aspects of proposals so as to assure the University's full understanding of proposals. No Bidder shall be provided information about any other Bidder's proposal, and no Bidder shall be assisted in bringing its proposal up to the level of any other proposal. A common deadline shall be established for receipt of best and final offers should one be necessary.

B. Exceptions or Restrictions

Bidders taking exception to any requirements stated in this RFP must submit a list of exceptions referencing section and paragraph number of the exception. Include the original text as well as the proposed change. If the Bidder provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Bidder's solution, must be described in detail. The exception must be contained within the original Bidder's submission. If the Bidder's solution is not contained within the original submission the exceptions will not be considered.

C. Incurring Costs

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

D. Independent Price Determination

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

E. 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.

F. Oral Statements and Commitments

Vendor 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 by an official written addendum to the Request for Proposal is binding.

G. Cost/Fee/Price Quotations

The price(s) quoted in the proposal 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 Marshall University entities may request a quotation for services relative to this proposal. Each entity is solely responsible for services requested. Vendors should note in the proposal package if this option is not available. Unit prices shall prevail in cases of a discrepancy in the Vendor's proposal. Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

H. Best Price Guarantee

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

I. Rejection of Proposals

Marshall University shall select the best value solution according to the evaluation criteria. However, the University reserves the right to accept or reject any or all proposals, 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 proposals confers no rights upon the bidder nor obligates Marshall University in any manner.

A contract based on this RFP and the Vendor's proposal, 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.

J. Waiver of Minor Irregularities

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

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

L. 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, proposals or offers submitted by bidders shall become public information and are available for inspection during normal official business hours in the Office of Purchasing after the bid opening. Proposals will not be released until after the award.

M. 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 duplications fees paid in advance. Fees shall apply to all

requests for copies of any document. Currently the fees are based upon the "Administrative Procedure ADMIN-3 Freedom of Information Act Request Procedures" posted online at <http://www.marshall.edu/adminproc/files/ADMIN-3.pdf> . Requests may be emailed to FOIA@marshall.edu .

N. Risk of Disclosure

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

III. DOCUMENTS

A. RFP Addenda

If it becomes necessary to revise any part of an RFP, an official written addendum will be issued by Marshall University, Office of Purchasing, to all bidders of record. The University reserves the right to further modify the RFP, including any Exhibits 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 vendors of record. It is the Vendor's responsibility to periodically check the web site to make sure it is aware of and responds to any addenda.

B. Addenda Acknowledgement

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

C. Agreement Addenda

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

<http://www.marshall.edu/purchasing/files/WV-96.pdf>
http://www.marshall.edu/purchasing/files/CC_Addendum.pdf

D. Drug Free Workplace

Chapter 21 - Article 1D of the West Virginia Labor Code, otherwise known as the West Virginia Alcohol and Drug-free Workplace Act, mandates that public improvement contractors should implement a drug-free workplace program requiring alcohol and drug testing. No public authority may award a public improvement contract to a contractor unless they maintain a drug-free workplace policy. The form may be accessed at: <http://www.state.wv.us/admin/purchase/vrc/DrugFreeAff.pdf>

E. HIPAA Business Associate Addendum

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

F. Vendor Preference:

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

Failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects. Vendor preference can be applied to the cost portion of the proposal only. A Resident Vendor Certification form may be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>

G. Vendor Registration:

Prior to any award, the apparent successful Vendor must be registered with the Purchasing Division of the Department of Administration. If the successful Vendor is not currently registered, it shall complete and file the Vendor Registration and Disclosure Statement, Form WV-1, and submit the annual registration fee of \$125.00. Vendors do not have to be registered to submit a proposal. Form WV-1 may be found at: <http://www.state.wv.us/admin/purchase/vrc/wv1.pdf>

H. Purchasing Affidavit

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

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

I. 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>

J. Proof of Good Standing and Authorization to Do Business

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

K. Disclosure of Interested Parties to Contract

In accordance with West Virginia Code §6D-1-2, vendors must sign, notarize, and submit Disclosure of Interested Parties form if a contract or a series of related contracts either actual or estimated value \$1 million or more. The form is required prior to award of the contract. The document can be found at:

<https://ethics.wv.gov/SiteCollectionDocuments/Disclosure%20of%20interested%20parties%20form%206%20fillable.pdf>

L. Insurance Requirements

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

M. License Requirements

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

N. 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 Vendor's proposal, 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.

O. 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.

IV. EVALUATION AND AWARD

Evaluations are not based solely on price. It is the intent of the University to award a purchase order to the Vendor that will provide the best solution to meet the needs of the University. Generally evaluation information specific to the RFP will be contained in the RFP document. During the course of the evaluation, the University has the right to contact any Vendor to clarify or elaborate on the proposal.

A. Assignment of Points

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

B. Committee

Proposals will be reviewed by a Proposal Review Committee whose members represent various groups within the University.

C. Cost Evaluation and Resident Vendor Preference:

Upon approval of the technical evaluation from the Evaluation Committee, the Purchasing Office will schedule a time and date to publicly open and read aloud the cost proposals. The Vendors shall be notified of this date.

In accordance with West Virginia Code §5A-3-37, the Office of Purchasing will make the determination of the Resident Vendor Preference, if applicable. Resident Vendor Preference provides an opportunity for qualifying vendors to request preference for their residency status at the time of bid. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. A certificate of application is used to request this preference.

D. Disqualification of Bidders

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

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

E. Debarment and Suspension

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

F. Technical Evaluation:

An Evaluation Committee will review the technical proposals, assign appropriate points, and make a final written consensus recommendation of the highest scoring contractor to the Office of Purchasing.

G. Presentations

As part of the proposal evaluation process, acceptable Vendors may be requested to make a presentation to the Proposal Review Committee regarding financial commitment, services and type of operation they are prepared to provide. The University reserves the right to conduct individual interviews with finalists and to request best and final offers from any or all finalists. Bidders may be required to provide oral presentations to discuss their proposal and/or clarify their technical submittal.

H. Contract Approval and Award

After the cost proposals have been opened, the contract award is based on the highest scoring vendor. Once approved by the Director of Purchasing, the contract is prepared and signed by the Office of Purchasing, encumbered and mailed to the appropriate parties.

I. Contract Provisions

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

J. Contract Termination

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

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

K. Vendor Protests

Vendors are provided the ability to protest specifications and purchase order/contract awards. Protests based on specifications must be submitted no later than five business days prior to bid opening. Protest of purchase order/contract awards must be submitted no later than five calendar days after notification of the award. The vendor is responsible for knowing the bid opening and award dates. All protests must be submitted in writing to the Marshall University Office of Purchasing and contain the following information: (a) the name and address of the protestor; (b) the RFP or contract number; (c) a statement of the grounds of protest; (d) supporting documentation (if necessary); and (e) the resolution or relief sought. Failure to submit this information must be grounds for rejection of the protest by the Purchasing Director. The matter of protest will be reviewed and a written decision issued. Continuation or delay of the contract award while the protest is considered is at the discretion of the Purchasing Director.

V. TERMS AND CONDITIONS

The Request for Proposal contains all the contractual terms and conditions under which Marshall University will enter into a contract. By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in the RFP and RFP supplemental package.

A. Conflict of Interest

Vendor affirms that it, its officers, members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the University.

B. Prohibition against Gratuities

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

C. Certifications Related to Lobbying

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying. Vendor agrees that this language of

certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

D. Changes

If changes to the original contract become necessary, a formal contract change order will be negotiated to address changes to the terms and conditions and costs of work included under the contract. An approved contract change order is defined as one approved by the Office of Purchasing of MU and when necessary, approved as to form by the West Virginia Attorney General's Office; encumbered and placed in the U.S. Mail or delivered via email 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 the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements. The change order must be signed by the Director of Marshall University's Office of Purchasing or designee.

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

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

E. Emergency Purchases

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

F. Subsequent Forms

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

G. Antitrust

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

agency tenders the initial payment to Vendor.

H. Assignment

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

I. Bankruptcy

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

J. 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.

K. Compliance with Laws and Regulations

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body. The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. The State of West Virginia and the University are exempt from any taxes regarding the goods and/or services and under no circumstances shall either be held liable for any obligation of the same.

L. Governing Law

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

M. Indemnification

The Vendor agrees to indemnify, defend and hold harmless, Marshall University and its officers and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

N. Policy Advisements

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

O. Record Retention (Access & Confidentiality)

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

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

P. Subcontracts/Joint Ventures

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. Marshall University will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of Marshall University, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

Q. Vendor Relationship

The relationship of the Vendor to MU shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees, representatives and agents. Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State for any purposes whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless Marshall University and shall provide Marshall University with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

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

VI. **PAYMENT INFORMATION**

A. **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.

B. **Invoices**

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

C. **Interest**

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

D. **Progress Payments**

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

E. **Credit Card Acceptance**

Marshall University currently utilizes a Purchasing Card (P-card) program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the Purchasing Card for payment unless otherwise noted in the contract. Vendors may charge a flat rate for credit card payments. If the vendor cannot accept payment by credit card, it must be so noted in the proposal package.

F. **Purchase Order Procedure**

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