


Request for Proposal	 <p>Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2819</p>	Proposal# MU20VENDSN
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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 5/21/2019	Delivery Requirements MANDATORY PRE-Proposal MEETING 05/29/19 @ 1:00 p.m. Memorial Student Center, Room # MSC 2W22	DEPARTMENT REQUISITION NO.	Proposals OPEN: 3:00 p.m. on 06/14/19	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
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Item #	Quantity	Description	Unit Price	Extended Price
		<p align="center"><u>REQUEST FOR PROPOSALS</u></p> <p>Marshall University will accept proposals for the following services until 3:00pm on June 14, 2019. At that time, proposals will be opened and read aloud in Room 125, Old Main Building, Huntington, WV 25755</p> <p align="center">Snack Vending Contract Services</p>		

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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1. Overview

1.1 Introduction

Marshall University herein referred to as Marshall is soliciting the services of a qualified vendor that has experience and expertise in providing vending machine services.

Marshall wishes to obtain interested contractors to install, properly service and maintain, clean and keep stocked with name brand merchandise, SNACK VENDING MACHINES in designated buildings. This includes the Huntington campus, South Charleston campus, and Mid-Ohio Valley campus. The University intends to enter into a contract agreement with the Successful Proposer for a one (1) year period with four (4) optional renewals in one-year increments.

The main objective is to provide attractive, convenient, well-maintained, reasonably priced, name brand products in vending machines for the convenience of the campus community in academic, administrative, residence hall and apartment buildings at Marshall University. Marshall University's intent is to have full accountability in all transactions, to provide a reasonable return to the institution while allowing the contractor to have a profitable operation, and to comply with all University policies, audit requirements and state statutes related to purchasing.

1.2 University Background

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

Marshall is designated as a Doctoral University – High Research Activity – R2 and offers more than 117 undergraduate, graduate and professional degree programs in a broad range of fields. Enrollment for the 2018 fall semester was 13,173.

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

The selected vendor will be responsible for complete service and management of campus dry good vending machines for Marshall University.

1.3 Inquiries

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

Inquiries, notices, correspondence, and/or official formal addendums may be obtained by addressing:

Derrick Gillespie, Interim Purchasing Agent
 E-mail: gillespie40@marshall.edu and purchasing@marshall.edu.
 Subject Field: **MU20VENDSN**

Initial questions must be sent on or before May 31, 2019. Utilize the subject line “MU20VENDSN”

Proposers should make written requests for additional information or clarification to the Office of Purchasing, as indicated above. No member of the evaluation team, any advisory committee, and University staff, or consultants shall be contacted regarding this RFP or any matter concerning this process. If a representative of any company or party submitting a response violates the foregoing prohibition, such contact may result in the respondent being disqualified.

1.4 Pre-proposal Meeting

There will be a mandatory pre-proposal conference held 1 pm. on May 29, 2019. in the Memorial Student Center, Room# MSC 2W22, located on the Huntington Campus.

1.5 Proposal Timetable

Proposals must be received on or before June 14, 2019 at 3:00pm

RFP Schedule

Release of the RFP	May 21, 2019
Mandatory Pre-Proposal Conference	May 29, 2019
Proposer’s Written Questions	May 31, 2019
Marshall’s Response Questions	June 7, 2019
Proposal Opening	June 14, 2019
Shortlist Notification	TBD (if needed)
Presentations from Shortlist	TBD (if needed)
Best and Final Offer	TBD
Technical Evaluation	TBD
Financial Evaluation	TBD
Notification of Successful Proposer	June 2019
Proposed Award of Contract	June 2019
Services fully operational	July 1, 2019

1.6 Submission Type

Two response types, an **electronic** and **physical**, are required for this proposal. The electronic proposal must be uploaded through MU’s Bonfire portal and one (1) physical copy sent to the Office of Purchasing by the proposal opening date and time.

1.7 Award

One contract award is anticipated under this solicitation. The resulting contract from this RFP will have an estimated service start date of July 1, 2019, which may be extended at the discretion of Marshall University.

Marshall will not award any contract, purchase order, grant or other agreement to a vendor or grantee that is debarred, suspended or otherwise ineligible for the award of contracts.

2. Proposal

2.1 General

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

Ownership of all data, materials, and documentation originated and prepared for Marshall University pursuant to this RFP shall belong exclusively to Marshall University and be subject to public inspection in accordance with the West Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Proposer shall not be subject to public disclosure under the West Virginia Freedom of Information Act; however, the Proposer must invoke the protections of Article 1, Chapter 29B of the Code of West Virginia in writing either before or at the time the data or material is submitted.

The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The materials submitted should be segregated in an Addendum or Appendix and should be properly labeled “proprietary information not for public disclosure” or “confidential”.

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

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

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

The Office of Purchasing reserves the right to select the vendor(s) or firms(s) (“vendor”) that it deems to be most qualified to provide the goods and/or services as specified herein; and conversely, reserves the right to cancel the solicitation in its entirety in its sole

discretion.

2.2 Vendor's Proposal

The information below outlines the format to follow in arranging the proposal. The proposal should be formatted in the same order and provide the information listed below. This part of the RFP specifies the information that should be included and describes the criteria that the evaluation committee will use in comparing bidder proposals and awarding points. Vendors are required to submit two separate sections, described below, in response to this RFP:

Technical

Written technical proposals

Required forms

Financials

Financial Consideration Numbers

Financial Explanation (Optional)

Vendors Historical Financial Statements

2.2.1 Written Technical Proposal Format

Front page of original RFP filled-out, except financial section

Title Page: The vendor's Technical Proposal must have a title page with the following information:

RFP Subject and number

Vendor's name

Vendor's business address

Vendor's telephone number, email address, and fax number

Name of authorized contact person to speak on behalf of the Vendor

Contact name for proposal clarification

Date

Table of Contents: The proposal should have a table of contents that clearly identifies the materials by section and page number.

Proposal Response Preparation:

In preparing a response, the vendor should first restate the specification, and then should include the proposer's response. The vendor should use different formats and/or fonts (or some other technique) to clearly differentiate the RFP specifications from the vendor response.

Vendors are discouraged from submitting advertising literature, unless they contain information directly related to the proposal response and there is a specific

reference in the response to the page number (s) were relevant sections are found. Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's capability to satisfy the RFP requirements. Special binds, color displays, promotional materials, etc., are not desired. Emphasis should be on completeness and clarity of content.

The written technical proposal should be submitted into the Bonfire portal and the financial consideration into the proposal table, organized with the component information provided and under the appropriate tabs. Vendors are encouraged to include page footers or headers.

Any specification or statement containing the word must, shall or will are mandatory. The vendor is required to meet the intent of the mandatory specifications in order to be eligible for consideration and to continue in the evaluation process. A simple "yes" or "no" response to these sections is not adequate. Failure to meet mandatory items shall result in disqualification.

It is important for all references to be clear and accurate. While the evaluation committee wants to review all appropriate vendor information, it is not the committee's responsibility to find information not clearly referenced, or to search through all proposer's materials to find answers and/or information.

If the information included in your response applies to more than one question, you may either provide the information multiple times OR you may include the information in an appendix with CLEAR and ACCURATE references in the proposal to the location of the information in the appendix. Any additional documentation, elaboration or supplemental information, which the Respondent wishes to submit in support of the proposal. Please include any curriculum or other materials. Please itemize all exhibits.

2.2.2 Financial Consideration

The financial consideration must be submitted as a separate section from the Technical Proposal. Marshall expects the Vendor to make a reasonable profit in providing the services outlined in this RFP, while maintaining offerings and services that are perceived by Marshall as being high in quality and providing good value.

Financial numbers must be included in the Vendor's financial section of the proposal and **NOT** included in the written technical proposal. Inclusion of financial information or any reference to pricing in the written technical proposal may result in disqualification of the vendor's proposal from further consideration. See excel worksheet format in [Attachment A](#).

2.2.2.1 Financial Explanation (Optional)

Vendors may include an additional explanation of financial numbers. The financial explanation must be under separate cover. All documentation should explain the figures presented.

2.3 Evaluation

The university will select the successful vendor’s proposal based on best value purchasing which is not necessarily the low vendor. Financial is considered, but is not the sole determining factor for award. Evaluation will be based on demonstrated expertise, experience, brand portfolio and capacity to perform (70%) and proposed financial consideration (30%) for 100 possible points/percentage for each vendor.

A final selection of the most qualified vendor will be made based on the vendor with the highest combined score of technical and financial consideration.

Proposals will be evaluated across the categories listed in Section 4.1 of this RFP using a scoring system that will total 100 points. Incomplete or insufficient answers to proposal requirements may cause a reduction in points awarded.

2.3.1 Technical (70) Points

Vendors must score a minimum of 70% of the total technical points possible. The minimum qualifying score on the technical portion is 49 points. All vendors not attaining the minimum acceptable score of 49 points shall be disqualified and removed from further consideration.

The criteria for selection will include, but are not limited to the following:

	Sections	Points
A.	Executive Summary, Company Background, Financials	8
B.	Background in Similar Operations	8
C.	References and Lost Accounts	5
D.	Proposed Management Structure, Operations and Services	12
E.	Product Overview / Brand Portfolio	12
F.	Campus ID Card Experience	6
G.	Machine Specifications	8
H.	Marketing Support	6
I.	Transition Plan	5
	Total Technical Points	70

- A. **Executive Summary** - highlights the contents of your proposal and includes a mission statement, overall business philosophy of the company, reasons for responding to this RFP, as well as, unique features of your approach to this RFP. The Executive Summary should not exceed 10 pages and include the following information: Your Company's unique qualifications; Highlights of the Transition Plan; Highlights of the Financial Proposal, including any investment.

Company Background - demonstrate how your company is considered a leader in the vending machine industry.

Financial Statement - One copy of the most recent corporate financial statement for fiscal years 2015-16, 2016-17 and 2017/18 shall be submitted in a separate, sealed envelope marked, Attention: Office of Purchasing. Statements provided in response to this request will not be disclosed to other than the Proposal Review Committee.

- B. **Background in Similar Operations** - Provide a general description of your background and experience with operations similar to the University or other business entities.

- C. **References and Lost Accounts** - Provide five current accounts that are similar in size and nature to the University. The University reserves the right to contact these references and conduct on-site visits to verify information provided by the vendor and references. List the client's information (name, location, address, telephone number, and email address), length of account tenure, and detailed description of services provided. If performed in association with another company, list your company's specific areas of responsibility.

Lost Accounts – For the past 12 months, provide a listing of all previously held accounts that you have not been selected to retain to include: client's information (name, location, address, telephone number, and email address), length of account tenure, and detailed description of services provided.

- D. **Proposed Management Structure, Operations and Services** -

Provide an organizational chart illustrating the proposed management structure for the University's account. All management and supervisory positions should be clearly identified as well as reporting structure to regional and corporate offices. Be advised that if your company is selected for a short-list interview, your key management candidates may be required to be present at the interview.

Organizational chart and the reporting path for the University. Provide a copy of company's organizational chart at corporate, regional, and local levels and supply resumes of local staff that would represent the university account.

The chart should illustrate the proposed management structure for the vending program, from regional management to the on-site management team. All proposed management and supervisory positions should be clearly identified; and

Key personnel and staff support - The vendor shall provide expert administrative, purchasing, equipment consulting, and personnel supervision.

Describe additional support and resources that will be dedicated to the on-site management team from the regional and/or district office, and the national office. Examples may include information technology, accounting, marketing, research, etc.

Operations and Services - Provide general information about operations and how service will be provided. Describe service communication system and response time to service calls that will be provided to Marshall University. Include phone numbers, email, pager numbers, etc.

List route personnel and repair technicians including years of experience in vending trade, who will be assigned to this account to include location of dispatch office.

Identify the training programs and standards for personnel. Provide examples of standard uniform and identification.

Include all information concerning the company's current ability to provide machines and card reader vending capabilities, including the ability to assume costs associated with providing the specified card readers. Marshall utilizes a campus-wide debit vending system using Blackboard Transact Vending Readers to be supplied by the contractor.

Provide your method and frequency of cash collection.

Explain your customer refund policy. The contractor will be responsible for funding the maintenance and upkeep of the card readers. Provide your maintenance plan. Maintenance /repair/replacement of the readers will be coordinated through Marshall and billed at cost to the contractor. Details of the maintenance program will be negotiated as part of the contract.

- E. Product Overview/Brand Portfolio** - Provide an itemized listing of product offerings to include brand name, portion size and recommended pricing.
- F. Campus ID Card Experience** - The University is interested in continuing the campus debit card as a payment method at all point of sale locations. Describe your experience and provide information to meet the University Card Program as it relates to equipment, technology, marketing, and operations.
- G. Machine Specifications** - Vendor will provide machine specifications and manufacturers' literature on the machines to be provided. Contractor shall provide schematic drawings with photos of examples of other operations showing their configuration and aesthetic setting. Include information on microwave ovens.

Energy usage should be included.

All machines must be in excellent operating condition, have excellent appearance and will be debit card ready as per contract requirements. The Blackboard Transact Vending Readers will be factory installed OR installed internally onsite (side mount not accepted) on all machines currently furnished with data connections All vending machines shall be equipped with card readers within six months of the first year of the contract. Additional locations of machines will be determined by Marshall University. Electrical power and data connections to each location will be furnished by Marshall. The successful contractor will be responsible for all costs associated with the proper implementation and installation of the readers. Machines must be compatible for installation of card reader. Replacement of readers due to malfunction, vandalism, and wear will be the responsibility of the contractor.

Contractor must have ability to provide additional machines and card readers as requested by the institution should new vending locations be determined during the life of the contract or should new buildings be erected on campus.

The machines should be modular or capable of being capped to present an attractive appearance. Replacements of equipment will be made with new machines as required with wear and obsolescence. These replacements shall be made at the request of the Director of Business Operations. Contractor will install microwave, condiments areas and enclosures as needed.

It is our preference that all equipment be factory new equipment of the most recent models available. Equipment shall not be more than five years old or manufactured prior to 2015. All machines must meet with the approval of the Director of Business Operations.

All new machines will be equipped with bill validators and must accept any combination of nickels, dimes and quarters.

Equipment supplied will be a type approved by the National Sanitation Foundation, National Automatic Merchandising Association, or a recognized state or local health department.

All electrically operated vending machines furnished shall be equipped so as to provide thermal overload protection. All machines furnished shall be equipped with all necessary safety devices which shall be maintained in good operating condition at all times, and shall be listed with Underwriters' Laboratories, Inc. All product vending machines must be approved by the National Sanitation Foundation, or other approved testing organization, and the National Automatic Merchandising Association.

Microwave Equipment: Contractor will maintain all microwave ovens used with food vending in satisfactory condition.

H. Marketing Support - The proposal will include a business plan defining the vendor's marketing approach and merchandising policy specific to Marshall. The

successful contractor is responsible for a year-round merchandising and marketing program. It is Marshall’s intent to explore and pursue innovative ways for individual contractors to support other University initiatives to the mutual benefit of both parties. Such initiatives, along with a brief description and quantification that the contractor feels would be of value to Marshall, should be included with the proposal submission for consideration. Incentives may include in kind product contributions for events, marketing donations, scholarship contributions, etc.

- I. Transition Plan** – Provide a detailed, proactive Transition Plan for assuming management of the contract. The Plan shall be subject to review and approval of the University.

2.3.2 Financial Consideration Number (30) Points

Sections	Number Type
Minimum Annual Guarantee Income/Commission (MAGI)	Dollars
Percentage of annual gross revenue collections (PAGR)	Percentage
Debit Card Sales Commission	Percentage
All Other Sales Commissions	Percentage
ID Office System Maintenance Fee	Percentage
Other – Sponsorships and Contributions	Dollars
Annual Marketing/Promotional Funds	Dollars

2.3.3 Combined Points

	Points
Technical Points	70
Financial Points	30
Total Possible Points	100

2.4 Deliverables

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

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

2.4.1 Submission Electronic - Bonfire Portal

Submission of Proposal in Bonfire - This part of the RFP outlines the format bidders must follow in arranging information within responses. Reference pages 24-26 and Attachment A for Bonfire Submission Instructions for Suppliers. All submissions are uploaded into Bonfire. The arrangement of submissions is outlined below.

2.4.1.1 Submission 1 – Request for Proposal (RFP) Document

The cover page must be filled out and signed by the vendor and include the following, but not limited to, other requested information within this RFP document. Note, the cover page must exclude pricing information.

RFP signed cover page with:

- Technical Proposal
- Requested Forms:
 - A. MU96 Agreement Addendum
<http://www.marshall.edu/purchasing/files/Eff-2019-3-1-MU-96-final.pdf>
 - B. Purchasing Affidavit (completed, signed, and notarized)
<http://www.state.wv.us/admin/purchase/vrc/pAffidavit.pdf>
 - C. Vendor Preference Certificate (if applicable)
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>

2.4.1.2 Submission 2 - Financial Consideration – Bid Table

Reference Attachment A for the Excel Worksheet. The Cost Table can be obtained at <https://marshall.bonfirehub.com/opportunities/16100> .

Responses must be submitted into the **BONFIRE PORTAL** (See **Exhibit B**) (<https://marshall.bonfirehub.com/opportunities/16100/>).

2.4.1.3 Submission 3 – Vendors Financial Statements

2.4.1.4 Submission 4 (Optional) – Financial Explanation

Upload one PDF file.

2.4.2 Physical Proposal Submission

All proposals must be received prior to the deadline of 3:00pm on June 14, 2019 in accordance with the Instructions in the RFP. All bids will be date and time stamped to verify official time and date of receipt. Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. Any proposal received after the opening date and time may be immediately disqualified.

2.4.2.1 Labeling

Each proposal shall be enclosed in a sealed, self-addressed, opaque envelope, plainly marked, and shall be mailed or hand delivered to:

Derrick Gillespie
 Marshall University Office of Purchasing
 Old Main, Room 125
 Huntington, WV 25755
Subject Line: MU20VENDSN

2.4.2.2 Physical Submission 1 – Technical Documents and Forms

RFP signed cover page with:

- Technical Proposal
- Requested Forms:
 - A. MU96 Agreement Addendum
<http://www.marshall.edu/purchasing/files/Eff-2019-3-1-MU-96-final.pdf>
 - B. Purchasing Affidavit (completed, signed, and notarized)
<http://www.state.wv.us/admin/purchase/vrc/pAffidavit.pdf>
 - C. Vendor Preference Certificate (if applicable)
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>

2.4.2.3 Physical Submission 2 – Financial Consideration Documents

Financial proposals shall be enclosed in a sealed, self-addressed, opaque envelope plainly marked “**Cost/Financials Consideration**”. The optional financial explanation may be included within this package.

2.4.2.4 Physical Submission 3 – Financial Resources

Financials Statements shall be enclosed in a sealed, self-addressed, opaque envelope plainly marked “**Financials Statements**”

3. Scope of Services

Marshall is considering proposals snack/food vending only (not cold beverages). Contractors are encouraged to submit proposals showing innovative ideas to enhance the proposed contract.

The successful contractor shall furnish all machines in the quantities requested (See Appendix A) for current configuration), along with service, collection, reporting, refunds, commissions and all other items necessary for complete vending service. Vending machines shall be serviced and operated through the entire year, but with reduced selection, arrived at by mutual agreement between the Director of Business Operations and the contractor, for the summer sessions and institution vacation breaks.

Companies submitting proposals must have the resources now to furnish the quantity, quality and levels of service to meet demands. The ability to provide good, quality service during the entire length of the contract will be a prime factor in the selection of a company to service Marshall University. Bidders must show that their company is fully experienced and has a successful record in operating vending machine service.

The contractor(s) shall provide Marshall with freshly made products. Pull dates should be stamped on all products. Transportation of perishable products shall be done in vehicles equipped according to state health standards to transport perishable products.

3.1 Product Pricing and Selection

Current products and vending prices are attached in Appendix D of this proposal. The listing is a minimum of products which must be offered. Contractors are encouraged to enhance the product listing.

Twenty-five percent of each snack/food machine should offer healthy options that are whole grain, low calorie, low added sugar & low fat.

Thirty (30) days prior to the commencement of this contract, the contractor shall provide to the Director of Operations a complete proposal of product listing, portion sizes, location and prices with product invoices to substantiate proposed prices. The Director of Operations shall have final approval of the products offered, portion sizes, locations and prices.

Price increases after the commencement of the contract must be submitted for approval by the Director of Operations and will only be considered if the increase is a pass-through cost from the manufacturer. The supplier increases are to be documented in writing through invoices from said supplier.

3.2 Machines

3.2.1 Locations

All locations of vending machines shall be the same as present locations unless approved by Marshall. (See Appendix A).

3.2.2 Installation

All machines proposed and approved (with or without card reader) shall be installed and operational within the first week of the contract period. Installations shall be scheduled with Marshall University. Any damage done by the contractor or his agents during installation or removal shall be repaired at the contractor's expense.

Additional service required upon installation that was not brought to the attention of Marshall shall be installed at the contractor's expense.

The contractor shall be responsible for the cost of installation and removal of machines at contract termination and shall dispose of all trash.

3.2.3 Utilities / Functionality

Marshall will provide all normal utilities within the area served. All bidders may examine utilities serving current machines. Marshall shall be advised in the proposal of any changes required. Every attempt will be made to maintain an uninterrupted source of power. However, Marshall assumes no responsibility for damages due to failure.

3.2.4 Service and Maintenance

The contractor shall provide vending, card reader, and auxiliary equipment maintenance and repair service 24 hours a day, seven days a week to minimize vending equipment down time should malfunctions be reported. Equipment which cannot be returned to full service within 48 hours of notification of needed repair shall be replaced with comparable equipment of like quality until the original equipment is returned to service.

The contractor shall be responsible for keeping all machines and equipment in clean and sanitary condition.

The contractor shall dispose of all trash and remove from University premises during daily service of machines. University dumpsters shall not be used for garbage removal. However, compactors for cardboard disposal are located on campus for the contractor's use. Contractor must break down all boxes before disposal.

The Memorial Student Center, Corbly Hall, Smith Hall, Harris Hall, Drinko Library, Science Hall and all residence halls shall be serviced five days per week, except for University breaks. The contractor must abide by all visitation guidelines in the residence halls when servicing or maintaining machines.

All machines can be serviced Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m. during the regular academic semesters. During the summer semester, some buildings will not require daily service. In this case, a list of buildings will be provided.

The contractor shall be alert to specific equipment which requires product inventory stocking more frequently than once per day to maintain adequate product variety and inventory and to provide satisfactory service 24 hours per day. The contractor shall maintain a continual program of equipment replacement in high volume locations where obsolescence becomes a factor resulting in a decrease in potential service or sales.

Complaints of unreliable equipment, poor technical service response, or inadequate level of attention shall be made by the Director of Business Operations or representative to the contractor. Immediate steps must be taken by the contractor to resolve any and all complaints. The contractor must advise the Director of Business Operations of corrective actions.

3.2.5 Damage

Marshall is not responsible for theft or vandalism to the machines, but will cooperate to investigate acts reported to the Marshall Police (696-4357).

3.3 Collections

Collection from all machines shall be done on a daily basis as the machines are serviced. Marshall requires a monthly accounting by machine as outlined in the Financial Terms section of this proposal.

3.4 Refund/Out of Order Procedures

The contractor shall attach to vending machines, information to the user where to report out of order or malfunction complaints, product quality comments or refund requests on cash sales. Complaints, comments and refund requests should be directed to the Student Center Main Office, Room 2W6, Memorial Student Center, (304) 696-6472. Contractor shall provide and maintain a balance of \$100.00 in change in the Memorial Student Center Main Office. The contractor shall make refund exchanges in the Student Center Main Office, as requested, Monday through Friday. Refund balances shall also be provided for both the South Charleston and Mid-Ohio Valley campuses.

3.5 Campus Card Program

The University Campus ID Card Program (Herd Points) offers convenient payment method to students, faculty and staff at more than 100 locations on-campus. Competition for the card program is primarily other debit cards and any other payment method available to customers. However, other than the Campus Card, there is no single option available that can serve as a payment option for the board plan, on-campus copying, printing and vending; verify enrollment status; track print recovery program; and provide building/room access.

Customer recognition, convenient access to deposit options, reliability of the card program, and the number of places at which the card can be used, has a significant impact on the growth of the program as well as the customer's perceived value of the card. The ability to effectively market the Campus Card to incoming freshmen and their parents also affects the rate at which the program grows.

Students are technologically savvy and expect the availability of an instrument such as the Herd Points program with which to conduct their business. Parents also look for fast, easy,

safe, and convenient ways to replenish their students' funds.

Marshall is continually striving to enhance and/or upgrade the debit card system to provide its community with a state-of-the-art debit card system. Marshall reserves the right to implement or expand the same or similar cards during the life of the agreement. It is expected that the Blackboard Transact product in service will reach the end of its useful life during the contract. Therefore, the contractor will be responsible to update equipment to meet the requirement of the new or updated ID card system.

The card is part of a computerized control system with digitized imaging storage capabilities for identification purposes and debit transactions. The Blackboard System is the property of Marshall. The MU ID Card services include enrollment verification, library identification, debit card service including bookstore purchases, food service, campus vending machines and residence hall laundry facilities. Marshall continues to improve the services available and "user friendliness" of the MU ID Card.

3.6 Vehicles

Trucks or service vehicles used to service the account must be easily identified with company name. Contractor is responsible for contacting the Department of Public Safety to obtain permits for service vehicles to park while servicing machines.

3.7 Management, Training and Personnel

The contractor must maintain adequate staff at all times for efficient operation in servicing and maintaining the account. The contractor shall have the staff and resources to continually provide training for employees in the areas of refrigeration, maintenance, defensive driving, equipment repair and proper sanitation. The contractor will be responsible for the expense of such training. Employees servicing the account must be provided company uniforms and identification tags with company and employee name clearly displayed. There shall be no exceptions.

Marshall reserves the right to interview personnel who will service the account. Marshall also reserves the right to require removal of any personnel who, while performing their duties with the account, engage in conduct deemed unprofessional by Marshall.

The contractor will not discriminate against any employee or applicant for employment because of age, race, color, religion, national origin, ancestry, sexual orientation, or sex. The contractor will take affirmative action to insure that minority applicants are employed, and that they are treated during employment without regard to age, race, color, religion, national origin, ancestry, sexual orientation, or sex.

3.8 Signage

All instructional signage, advertising, etc. shall be provided by the contractor and

approved by the Director of Business Operations. Posted advertising shall reference only items and brands being served by the contractor. Signage for machines placed in remote locations should be posted in a more visible area, such as a lobby or first floor of a building.

Professionally produced, vandal resistant, and attractive instructional signage shall be provided on each machine with the following:

- A. Name of contractor.
- B. Place to report out of order, malfunction, quality comments or refund requests. These shall be to the Student Center Main Office, Room 2W6, Memorial Student Center, (304) 696-6472.
- C. Machine identification number.
- D. Operating instructions.

3.9 Financial Terms and Reporting

It is the intent of Marshall to structure the contract with a minimum annual guaranteed income (MAGI) or percentage of annual gross revenue collections (PAGR), if percentage is greater than the guarantee. Contractor will be required to pay in twelve, equal monthly payments and/or payment based on Vendor's accounting periods.

Gross Revenue shall be defined as the total revenue earned from all sales of vending products, without any allowance or deduction for operational cost, taxes, equipment charges, or other fees, expenses, or payments to suppliers.

Royalty payments on gross revenues for the calendar month shall be paid monthly by the 15th of the month for the preceding calendar month; and any balance remaining unpaid upon termination of this agreement shall be paid within fifteen (15) days after date of such termination.

Contractor shall indicate Minimum Annual Guarantee Income (MAGI) in dollars (\$) and percentage of annual gross revenue collections (PAGR) in percentage (%) which shall be clearly stated in the submitted proposal, as firm and fixed for the duration of the contract period and any extensions thereof.

The contractor shall maintain separate and distinct records on each unit showing number and amount of cash vends and number and amount of debit card vends (in order to reconcile payment with Campus I.D. Office). Marshall-wide student card makes purchases more convenient and can increase sales of vending items. I.D. card sales volume is shown in Appendix C. Marshall encourages a proposal that anticipates a greater sales volume. The contractor will receive from Marshall a detailed sales report for the debit card sales and a check for those sales. The contractor will be required to issue a separate check to the Campus I.D. Office for the "System Maintenance Fee." This fee is based on a percentage of debit card sales to help cover Marshall's cost of maintaining the

automated computing system and for card transactions. The minimum requirement for 2019-20 is 5% of actual debit card sales. The percentage will be determined annually for the life of the contract by mutual agreement of Marshall and the contractor.

Commission checks must be accompanied by an itemized statement listing each machine, gross revenue (cash and debit card vends listed separately), net revenue and commission. The same commission shall apply to all contractor products.

3.10 Regulations/Permits/Taxes

The contractor shall comply with all statutes, and regulations of federal, state, county and city governments applicable to the operation of the vending account. The contractor shall pay all taxes and license fees pertaining to the business herein described and obtain at contractor's expense, all necessary permits required by federal, state, county, and city statutes.

3.11 Exclusions

The contractor selected shall have exclusive vending machine concession on the Marshall University campus, except for the following:

- A. The agreement does not include copying or duplicating.
- B. The agreement does not include laundry.
- C. The agreement does not include food service in the following areas:
 - Banquet/Catering facilities on second floor of Memorial Student Center
 - Campus catering in any building on campus
 - Dining halls (upon approval)
 - Concessions and catering at athletic events
 - Medical education buildings
 - Bake sales, etc. sponsored by recognized campus clubs or organizations
 - Drinko Coffee Express
 - MU Bookstore
 - Starbucks

3.12 Subcontractors

The contractor who is awarded this contract is required to submit a list of all subcontractors with the proposal. Any subcontract arrangements must be reviewed and approved by Marshall University.

3.13 Contract Administration

Upon the final award of contract all notices to be given by one party to the other hereunder shall be in writing. All matters pertaining to service and operation shall be addressed as follows:

Contact

William “Tootie” Carter, Director of Business Operations

Marshall University

Memorial Student Center

Office: Room 2W6

Huntington, WV 25755

Telephone: (304) 696-2528

Fax: (304) 696-4350

4. Bonfire Portal Submission Instructions for Proposers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement	Instructions
MU20VENDSN BidTable (BT-04FP)	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	
MU96Addendum	File Type: PDF (.pdf)	Multiple	Required	
Purchasing Affidavit	File Type: PDF (.pdf)	Multiple	Required	
Vendor Preference	File Type: PDF (.pdf)	Multiple	Optional	

Name	Type	# Files	Requirement	Instructions
Financial Explanation	File Type: PDF (.pdf)	Multiple	Optional	
Financial Statements	File Type: PDF (.pdf)	Multiple	Required	

Commodity Codes

Commodity Set	Commodity Code	Title	Description
UNSPSC	4811	Vending machines	
UNSPSC	48111103	Snack or small package goods display machines	
UNSPSC	48111104	A la carte foods vending machines	

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/16100>.

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

2. Upload your submission at:

<https://marshall.bonfirehub.com/opportunities/16100>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Jun 14, 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>



MARSHALL UNIVERSITY REQUEST FOR PROPOSAL SUPPLEMENTAL PACKAGE

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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 (MU-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/Eff-2019-3-1-MU-96-final.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%206-8-18%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.

ATTACHMENT A

Financial Consideration Excel Worksheet

#	Item	Quantity Required	Financial Consideration	Total Funds
#0-1	Minimum Annual Guarantee Income (MAGI)	1		-
#0-2	Percentage of Annual Gross Revenue Collections (PAGR)	1		-
#0-3	Debit Card Sales Commission	1		-
#0-4	All Other Sales Commissions	1		-
#0-5	ID Office System Maintenance Fee	1		-
#0-6	Other Sponsorships and Contributions	1		-
#0-7	Annual Marketing/Promotional Funds	1		-

SAMPLE