


Request for Proposals	 Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2820	Proposal # MU17MAILSYS
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Vendor: _____ **Phone:** _____ **For information call: 304-696-2820**
Fax: _____ **Purchasing Contact:** Virginia Campbell-Turner
Phone: (304) 696-2820
campbell@marshall.edu
purchasing@marshall.edu

FEIN/SSN: _____

Sealed requests for proposals for furnishing the supplies, equipment or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED IN BONFIRE, ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for items contained herein. The Institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.

DATE 01/20/2017		DELIVERY IS REQUIRED NO LATER THAN	DEPARTMENT REQUISITION NO.	BIDS OPEN: 3:00 pm on 02/17/2017	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID	
Item #	Quantity	Description			Unit Price	Extended Price
		<p style="text-align: center;"><u>REQUEST FOR PROPOSALS</u></p> <p>Marshall University will accept sealed proposals for the following items and services until 3:00 p.m. on 02/17/2017. At that time, sealed proposals will be opened and recorded in Room 125, Old Main Building.</p> <p>Bidders may obtain a copy of public bids at: http://www.marshall.edu/purchasing/resources/bids-and-proposals/</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 _____

BOG 43
 MU Rev. 05/08/07

Bidder's name Vendor _____

Signed By _____

Typed Name _____

Title _____

Street Address _____

City/State/Zip _____

Date _____ Phone _____

Fein _____

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INSTRUCTIONS TO BIDDERS

(purchases greater than \$50,000)

1. **BIDDER'S REPRESENTATIONS:** the bidder, by making a bid, represents that: (a) the bidder has read and understands the bidding documents, terms and conditions, and the Bid is made in accordance therewith; and (b) the bid is based upon the materials, equipment, systems, printing and/or services specified.
2. **QUALITY STANDARDS:** Brand names, when identified, include the standard of quality, performance or use desired. Unless otherwise noted, bids by bidders on equivalents may be considered, provided the bidder furnishes descriptive literature and other proof required by the Buyer. Samples, when required, must be furnished free of charge, including freight. In the event the Buyer elects to contract for a brand purported to be an equivalent by the bidder, the acceptance of the item will be conditioned on the Buyer's inspection and testing after receipt. If, in the sole judgment of the Buyer, the item is determined not to be equivalent, the item will be returned at the Seller's expense and the contract terminated.
3. **SUBMISSION OF BIDS:** the bid, the bid security, if any and other documents required to be submitted with the bid shall be submitted as instructed. The submittal shall include the bid number, the bid opening time, and the bid opening date. Bids received after the time and date for the bid opening will be unaccepted. The bidder shall assume full responsibility for timely delivery.
4. **MODIFICATION OR WITHDRAWAL OF BIDS:** Prior to the time and date designated for receipt of bids, a bid submitted may be modified or withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the bidder and shall be received prior to the designated time and date for receipt of bids. A modification shall be worded so as not to reveal the amount of the original bid.
5. **OPENING OF BIDS:** Bids shall be publicly opened and read aloud at the designated location for receipt of bids shortly after the time and date bids are due.
6. **REJECTION OF BIDS:** The Buyer shall have the right to reject any and all bids, in whole or part; to reject a bid not accompanied by a required bid security or other data required by the bidding documents; or reject a bid which is in any way incomplete or irregular.
7. **ACCEPTANCE OF BID (AWARD):** It is the intent of the Buyer to award a purchase order to the lowest responsible and responsive bidder provided the bid does not exceed the funds available. The Buyer shall have the right to waive informalities or irregularities in a bid received, and to accept the bid which, in the Buyer's judgment, is in the Buyer's own best interests. All bids are governed by the West Virginia Code and the Procedural Rules of the Governing Board having jurisdiction.
8. **VENDOR REGISTRATION:** Prior to any award for purchases exceeding \$50,000, the apparent successful bidder must be properly registered with the W. Va. Department of Administration, Purchasing Division, and have paid the required vendor registration fee.
9. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
10. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payment may only be made after the delivery and acceptance of goods or services. Interest may be paid for late payment in accordance with the West Virginia Code.
11. **RESIDENT VENDOR PREFERENCE:** A resident vendor preference will be granted upon written request in accordance with the West Virginia Code.
12. **TAX EXEMPTION:** the State of West Virginia, the Governing Board and its institutions are exempt from Federal and State taxes and will not pay or reimburse such taxes.

INTRODUCTION

General Information

Marshall University, herein referred to as “MU” or “University”, is soliciting proposals for a Mailing and Finance Information System until 3:00 p.m. on February 17, 2017. At that time, Marshall University will open and record proposals in the Old Main Building, Room 125, Huntington, WV.

Marshall University reserves the right to reject any or all proposals. It is the intent of the Buyer to award a purchase order to the lowest, responsible and responsive bidder provided the bid does not exceed the funds available. The Buyer shall have the right to waive informalities or irregularities in any proposal received, and to accept the bid which, in the Buyer's judgment, is in the University's best interests. All bids are governed by West Virginia Code and the Procedural Rules of the Governing Board having jurisdiction.

Schedule of Events

RFP emailed to prospective vendors	01/24/2017
Emailed pre-proposal questions deadline	01/31/2017 @ 2:00 pm
Written responses to questions from pre-proposal questions	02/03/2017
Proposal submission deadline	02/17/2017 @ 3:00 pm
University proposal review deadline	02/27/2017
Award is made	03/03/2017

The University reserves the right to amend times and dates in its sole discretion.

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

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

Inquiries

All inquiries and questions must be emailed to:

Virginia Campbell-Turner, Asst. Director
Marshall University Office of Purchasing
E-mail: campbell@marshall.edu and purchasing@marshall.edu;
Subject Field: RFP# MU17MAILSYS Questions

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

Pre-Proposal Questions

Deadline for email of Pre-Proposal Questions is January 31, 2017 at 2:00 p.m. Subject field must read **RFP# MU17MAILSYS**. The response will be submitted in addenda form. Vendors are responsible for checking Marshall University's Office of Purchasing's website <http://www.marshall.edu/purchasing/resources/bids-and-proposals/> for posted addenda. Addenda must be signed and submitted in Bonfire as part of the RFP package.

Forms

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>

Vendor Preference Certificate: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. Failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference.

Vendor Preference does not apply to construction projects.

Vendor preference can be applied to the cost portion of the proposal only -

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

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>

FINANCING

Master Lease Purchase Financing

The State of WV has a statewide Master Lease Purchase Financing Agreement issued by the Finance Division of the Department of Administration. The resulting purchase may be financed under the Master Lease Purchase Financing Agreement. Any request to enter into a lease purchase agreement other than the Master Lease Purchase Financing Agreement must be approved in advance. Link to the Master Lease Purchase Agreement entitled "State College and University System of West Virginia Lease Purchase Agreement" @

<http://www.marshall.edu/purchasing/files/2013/09/HigherEdEquipLPawEscrowTemplateREVJun2012.docX>

Bidder's Interest Rate

The University may elect to purchase and finance through another source.

Indicate net interest rate: _____% for a 5-year term.

Third Party Financing

Bidders that are bidding, using a third party for financing, must identify the company, quote the interest rate, and include a copy of their lease or rental contract. Failure of the third party to agree to the terms of this document may disqualify your bid.

SPECIFICATIONS

System Replacement

Marshall University is requesting proposal for a complete and fully integrated mailing and shipping system to replace two (2) Pitney Bowes DM 1100s and Business Manager. Current speeds – 145 LPM in WOW Mode and up to 295 LPM in Non-WOW Mode.

During fiscal year 2015/2016, MU Campus Mail Services processed 720,723 pieces.

Accounting System

There is a total of 717 accounts and an increase in numbers is expected. Mail codes are alpha numeric and can be up to 8 digits. System includes network printing and must be able to export into Excel. All current account information needs to be migrated to the new system, including month to date and year to date balances.

Mailing System

- Minimum speed: 130 LPM in WOW Mode,
- 70 lb. scales
- Sealing system sealing options (Note: 1st machine must have open and close flat sealing; 2nd machine may not have both but selectable options.)
-
- Automatic feed stacker
- Dynamic scale with sensors to detect mail dimensions to ensure Shape Biased Pricing
- Barcode Scanner
- Meter rental
- E-certified and other E-postal services plus supplies. (separate cost)
- Must have the ability to run mail without connecting to the internet (include information storage device for these instances.
- USPS Rates with all updates.

Technical Support Response Time

Vendor response time is expected to be within a 24 hour period for offsite and onsite. This includes all maintenance and upgrades on machines, software and USPS rates.

Operational Timeline

Mailing System must be fully operational by April 1, 2017.

Configurations

Proposals are to be on complete systems in an à la carte or shoppers list (for example: if you have a model 1, 2, 3 of machines, list the price for each as a complete system for the main system and a secondary).

Marshall University wishes to select configurations that would best serve University's need that are equal or comparable to one step below current system. Literature or brochure must be included for each machine. Include option tables or platforms for the systems with dimensions and additional pricing.

Delivery / Freight

Delivery Charges: Cost proposal shall include all delivery charges paid by the bidder, F.O.B. Destination, unless otherwise provided in the solicitation. Any invoiced delivery charges not quoted and itemized on the purchase order are subject to rejection and non-payment.

Bidders must indicate number of days for delivery of items after receipt of order (ARO). Provide the number of calendar days for delivery ARO: _____

Provide freight cost in the Cost Proposal.

Delivery for all items on this order will be made to:

Leonard Lovely

Marshall University Mail Services

Old Main Building Room B23

Huntington, WV-25755 United States

Ph. No: +1 304 696 6644; email: lovely@marshall.edu

PROPOSAL SUBMISSIONS

Technical Proposal Preparation

Do not include Cost in the Technical Proposal.

- **1st Tab** – Signed RFP and all Addenda with the most recent Addenda on top and the RFP last.
- **2nd Tab** – Company's Profile including contact information such as name, address, phone number and email address.
- **3rd Tab** – Include information on (1) multiple mail system and components; and, (2) service and maintenance.

Cost Proposal Preparation

Cost is not to be included with the Technical proposal. See Bonfire Submission Instructions for Suppliers. Submit Cost under "RFP Cost Proposal" in a single PDF file.

COST AND LIFE CYCLE TABLES

The table below is for replacing two machines; Machine 1 and Machine 2.

Machine 1 will serve as the main machine and Machine 2 will serve as a secondary.

COST					
	1 st Machine	2 nd Machine	Accounting	Service	Total
Option 1					
Option 2					
Option 3					
Option 4					

Include Life Cycle Cost of Equipment for each option based on annual mail pieces of 720,723. Life Cycle cost will be used in the cost evaluation.

Life Cycle of Equipment	
Company Name	
Equipment Name	
Investment including complete system installation, maintenance and meter rental cost	
Main System	
2 nd System	
Total cost of contract	
Consumable supply cost	
Average cost per year	
Expected years of operation for the equipment	
Estimated equipment value after the end of the contract	
Estimated maintenance cost per year after the end of the contract	

Finance (Cost) Document Submittal

The Finance document, including terms and conditions, must be submitted into Bonfire as “Finance Document”.

PROPOSAL EVALUATION AND AWARD

Committee Evaluation

Proposals will be evaluated by a committee of three (3) or more individuals in accordance with the criteria stated. The vendor who meets all of the mandatory specifications, and attains the final highest point of all vendors, (possible one-hundred (100) points maximum), may be awarded the contract. The recommendation of the successful vendor will be made by a consensus of the evaluation committee.

Evaluation Criteria

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

Criteria	Weight %
Accounting Program	20
Speed	10
Sealer & Auto Stacker	5
WOW Dynamic weighing	5
E-Cert/Confirmation Services	5
Features/Options	5
Service	20

Total Technical	70
Cost	30

Minimum Acceptable Score

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

Marshall reserves the right to accept or reject any or all proposals, in whole or in part, if to do so is in the best interest of the University.

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

Award

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

BONFIRE SUBMISSION INSTRUCTIONS FOR SUPPLIERS

This part of the RFP outlines the format the vendor must follow in arranging information within vendor's bid response as outlined under Bonfire Submission Instructions for Suppliers. The arranging of information are for three separate submissions as outlined below. Reference the Bonfire Submission Instructions for Suppliers.

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement	Instructions
RFP Technical Response Document	File Type: PDF (.pdf)	Single	Required	To include signed RFP, addenda, and forms
RFP Cost Proposal	File Type: PDF (.pdf)	Single	Required	Cost Response
Finance Document	File Type PDF (.pdf)	Single	Required	Include Finance documents and applicable terms and conditions.

Requested Documents:

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

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

Requested Bid Tables:

The Bid Table Response Templates can be obtained at <https://marshall.bonfirehub.com/opportunities/1485>.

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

2. Upload your submission at: <https://marshall.bonfirehub.com/opportunities/1485>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **02/17/2017 3:00 PM EDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) hour** 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 8/9/10+, Google Chrome, or Mozilla Firefox. JavaScript 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>

ADDITIONAL TERMS & 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 offer, the successful Vendor agrees to be bound by all the terms contained in the RFP package.

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 bid and the evaluation process will be terminated for that vendor. Decisions regarding compliance with any mandatory requirement shall be at the sole discretion of the University.

Public Record

Submissions are Public Record. All documents submitted to Marshall University, Office of Purchasing, related to purchase orders or contracts are considered public records. All bids, proposals or offers submitted by bidders shall become public information and are available for inspection during normal official business hours at the Office of Purchasing of MU after the bid opening.

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>

Risk of Disclosure

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

Conflict of Interest

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

Prohibition against Gratuities

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

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

Certifications Related to Lobbying

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with 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.

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 Agency or Purchasing Division 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.

COMPLIANCE

Antitrust

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

Assignment

Neither 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.

Bankruptcy

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

Bureau of Employment Programs Regulations

West Virginia State Code §21A-2-6(17) prohibits Marshall from contracting with any contractor not in compliance with the regulations set forth by the Bureau of Employment Programs.

Compliance with Laws and Regulations

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. The State of West Virginia and the University are exempt from the goods and/or services and under no circumstances shall either be held liable for any obligation of the same.

Debarment and Suspension

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

Governing Law

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to

comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

Indemnification

The Vendor agrees to indemnify, defend and hold harmless, Marshall University and 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.

Policy Advisements

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

Record Retention (Access & Confidentiality)

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

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

Subcontracts/Joint Ventures

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

Vendor Relationship

The relationship of the Vendor to MU shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees, representatives and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this 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.

ORDERING PROCEDURE

Departments will issue a purchase order for ordering in reference to this RFP.

PAYMENT INFORMATION

Funding

This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

Invoices

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

Interest

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

Payment Methods

The ordering unit is not permitted to use the Purchasing card for purchases in reference to this RFP.

Purchasing Card Acceptance

N/A