

Request for Proposal	Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-3157	RFP# MU20STFE
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Vendor: Phone:	For information: Buyer: Tracey Brown-Dolinski Office of Purchasing browndolinsk@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 IN ORIGINAL, SIGNED IN FULL INK, AND NUMBER OF COPIES REQUESTED IN THE PROPOSAL, RECEIVED HAVE A DATE/TIME STAMP AFFIXED AND SUBMITTED IN BONFIRE BY PROPOSAL OPENING TIME AND DATE. The Institution reserves the right to accept or reject proposals separately or as a whole, to reject any or all proposals, to waive informalities or irregularities and to contract as the best interests of the Institution may require. PROPOSALS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.

DATE 4/22/2019	DELIVERY REQUIREMENTS	DEPARTMENT REQUISITION NO.	Proposal OPENS: 3:00pm 5/14/2019	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
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Item #	Quantity	Description	Unit Price	Extended Price
<p><u>REQUEST FOR PROPOSAL (RFP)</u></p> <p>Marshall University, on the behalf of Marshall University Research Corporation (MURC) will accept proposals for the following services until 3:00pm on May 14, 2019. At that time, proposals will be opened and read aloud in Room 125, Old Main Building, Huntington, WV 25755</p> <p>Recreational Trail Feasibility Study</p>				

To the Purchasing Department,

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

Proposer guarantees shipment from _____

within _____ days

FOB

After receipt of order at address shown

Terms _____

Proposer's name
Vendor _____

Signed By _____

Typed Name _____

Title _____

Street Address _____

City/State/Zip _____

Date _____

Phone _____

Fax _____

Fein _____

BOG 43

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1. GENERAL INFORMATION

1.1. Purpose and Intent

Marshall University, on the behalf of Marshall University Research Corporation (MURC) and Robert C. Byrd Institute, will accept proposals for Recreational Trail Feasibility Study.

1.2. Inquiries

All inquiries and questions must be emailed to:

Tracey Brown-Dolinski

E-mail: purchasing@marshall.edu

Subject Field: RFP MU20STFE

Companies/organization 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.

For all e-mail correspondence, include MU20STFE in the subject field.

1.3. Proposal Timetable

The tentative timetable for the process is:

RFP Release Date:	April 23, 2019
Deadline for Vendor Questions:	April 30, 2019
Release for Addendum: (Response to Vendor Questions)	May 7, 2019
Proposal Opening Date and Time:	May 14, 2019 at 3:00 PM

Marshall University reserves the right to amend times and dates in its sole discretion. Any proposal 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 and uploaded to Bonfire portal.

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

1.4. Proposal Responses

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

1.4.1. 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.

Vendor's are required to submit two separate sections, described below, in response to this RFP:

- Technical
Written technical proposals
Required forms
- Cost proposal

1.4.2. Written Technical Proposal

Front page of original RFP fill-out, except cost 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 cost into the cost 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.

1.5. Proposal Evaluation Criteria

The following weights will be used to evaluate the proposal

- 20%/points – Trail Models
- 10%/points – Government Experience
- 20%/points – Industry Experience
- 10%/points – Economic Development
- 10%/points – Communication

	Total Technical = 70
	Cost = 30
	Grand Total = 100

1.5.1. Technical Section

The consultant must have expertise in recreational trail models related to food and beverages, state and federal laws governing alcohol production, bonding, and taxation, feasibility analysis, economic development, and ideally, experience in the beer, cider, and spirits industry. The consultant must demonstrate the capacity to successfully and articulately present information in

writing and in-person.

Vendors must score a minimum of 70% of the total technical points possible. The technical points are listed above in Section 1.5. The minimum qualifying score on the technical portion is 49 points. All vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

1.5.2. Cost Proposal Format:

Include all services that you anticipate making available to MURC with the associated fees, and how the fees are assessed.

Cost information must be included in the Vendor’s Cost Proposal and NOT included in the written technical proposal. Inclusion of cost information or any reference to pricing in the written technical proposal may result in disqualification of the vendor's proposal from further consideration.

For evaluation purposes, the cost points will be calculated as shown in the following formula for all bidders who attain the minimum acceptable score. The costs will be inserted in a computation.

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

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

1.5.3. Costs Sheet (Table)

ALL costs associated with this procurement must be listed in the Cost Table. The cost tables are to demonstrate the straight purchase costs stated in firm dollar amounts. Phrases such as "plus expenses" or "costs to be determined" may be deemed as non-responsive.

All costs must be identified. The vendor will provide, at no additional charge to MURC, any item or service proposed by the vendor for which a cost is not identified in the cost proposal. If the cost table does not include all items necessary for the proposer's response, it is the vendor's responsibility to itemize these costs under "Other Fees" found in the Cost Table. The vendor must ensure that all costs associated with the proposal response are indicated in the Cost Sheet section.

The awarded vendor agrees to provide pricing to MURC and its participating entities that reflects the lowest pricing available and the pricing shall remain so throughout the duration of the contract.

1.6. Award

One contract award is anticipated under this solicitation. The resulting contract from this RFP will have an estimated completion date of October 1, 2019, which may be extended at the discretion of MURC.

MURC 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 or grants by any Federal agency or from participating in any Federal healthcare programs. Each vendor must submit an eligibility award form with its proposal.

The Office of Purchasing and MURC reserves the right to select the vendor(s) or firms(s) (“vendor”) that is deemed 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. SPECIFICATIONS

2.1. Background

The project is part of a strategy for redevelopment of a multi-region area of West Virginia that is seeking to differentiate the drivers of the local economy and expand tourism’s role in supporting the region. Successful redevelopment of the trail system has been identified as a significant priority for each of the counties in the region as represented by their chambers of commerce, economic development authorities, and convention & visitors bureaus. The Robert C. Byrd Institute has taken a number of steps to facilitate coordination of this effort through existing programmatic efforts to support and expand the agricultural and local food economy of the state through the introduction of manufacturing process and techniques into farm and food operations.

One of our partners, Bridge Valley Community and Technical College, is currently undertaking the implementation of curricula and has program approval of craft brewing, distilling, and cider-making applied instruction programs.

2.2. Scope of Work

The Robert C. Byrd Institute seeks the services of a consultant for an exciting project to complete a feasibility study for creation of a recreational trail to support startups and expansions of craft breweries, distilleries, and cideries as part of the expansion of gastro- and agro-tourism related to the beverage industries in central West Virginia. Specifically, the study will focus on Cabell, Jackson, Kanawha, Putnam and Roane counties.

The Robert C. Byrd Institute has been convening a group of partners to establish this beverage-related industry that supports production of craft beer, cider, and spirits. This trail can include many aspects including education, recreation, support for craft breweries, cideries, and distilleries, and supporting ancillary businesses in the recreation, hospitality and restaurant industry necessary to round out a multi-day attraction for the region. Building supports for these emerging craft beverage

industries is the primary strategy to catalyze redevelopment of the communities in the central part of the state. This project has positive implications for the sectors across the supply chain related to food, beverage and hospitality. An important component of this effort is the identification of assets which are in place and where there are shortages/leakages for the communities in relationship to trail development. The feasibility study is intended to provide community leaders with a roadmap to develop a trail program and garner investment for appropriately designed and scaled businesses in the region.

2.2.1. Elements

The study will include the following elements:

- Identify and define a matrix of options/models of recreational trails appropriate to craft brewing, distilling and cider-making and assess the business case of each.
- Outline considerations for needed businesses to support craft brewing, distilling, and cider production. Identify best practices for industry-specific supply chain models and a preliminary plan to avoiding failure, structure for success, and models of operation.
- Recommend best model and develop pro forma and implementation.
- Estimate the costs for the construction of a facility and required amenities.
- Quantify potential economic impacts of recommended programs and facilities (see Exhibit A, Economic Impacts Reporting).
- Identify public and private partners at the local, regional, state and federal level as potential funding partners for operational funding and program operation.
- Present the findings of the study to the partners and other parties; in addition to preparing a final publishable report for distribution.

2.3. Supplier Diversity

Marshall University is committed to supplier diversity. By taking an active role in working with Diverse Suppliers, the university can optimize price, service, and delivery conditions while building the local community and economy. If your organization has an initiative already in place, please include the information within the technical submission section of the proposal.

3. SUBMISSION OF PROPOSAL

3.1 Submission of Proposal in Bonfire

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

3.1.1 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. Both RFP and Forms are to be submitted as one PDF file.

RFP signed cover page with:

- Technical Proposal
- Requested Forms

Forms

- MURC-2 Agreement Addendum
<https://www.marshall.edu/murc/forms/>
- Provisions Required for Federally Funded Procurement
- Eligibility for Award

3.1.2 Submission 2 – Finance / Cost Document

Cost must be submitted into the Bonfire portal in Excel format. Vendor must use Excel Cost Sheet available for download from Marshall University Purchasing's website under its respective RFP information: <http://www.marshall.edu/purchasing/resources/bids-and-proposals/>. The cost sheet template is named "Cost Table" in Bonfire.

Excel Price Sheet

Reference Attachment B for the Excel Worksheet. The Cost Table can be obtained at <https://marshall.bonfirehub.com/opportunities/12874>. The Cost table may take a significant amount of time to prepare.

Vendor Support Portal

A Vendor Support Portal is provided at the following link: <https://bonfirehub.zendesk.com/hc/en-us>. Need Help? Contact Bonfire at Support@GoBonfire.com for technical questions related to your submission.

3.2 Physical Proposal Submission

All proposals must be received prior to deadline **3:00pm** on **14, May 2019** in accordance with the Instructions to the RFP. All proposals will be date and time stamped to verify official time and date of receipt. Vendors mailing proposal should

allow sufficient time for mail delivery to ensure timely arrival. Any proposal received after the opening date and time may be immediately disqualified.

3.2.1 Labeling

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

Tracey Brown-Dolinski
 Marshall University Office of Purchasing
 Old Main, Room 125
 Huntington, WV 25755
Subject Line: MU20STFE

3.2.2 Physical Submission 1 – Technical Documents and Forms

- MURC-2 Agreement Addendum
<https://www.marshall.edu/murc/forms/>
- Provisions Required for Federally Funded Procurement
- Eligibility for Award

3.2.3 Physical Submission 2 – Finance / Cost Document

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

4. TERMS AND CONDITIONS

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. MURC reserves the right to waive any informality of this proposal format and minor irregularities.

NOTE: Nothing in the RFP may be construed to limit MURC from negotiating for a change in the Services or fees during the term of the purchase order issued pursuant to the RFP.

4.1. General

After the successful Proposer is selected, a formal contract document will be executed between MURC and Proposer. In addition, the RFP and the Proposer’s response will be included as part of the contract by reference. The order of precedence is the contract, the RFP and the Proposer’s bid in response to the RFP.

No modification or change of any provision in the contract shall be made, or construed to have been made, unless such modification or change is mutually agreed upon in writing by the Vendor and MURC. The agreed upon modification or change will be incorporated as a written contract amendment and processed through MURC for approval prior to the effective

date of such modification or change.

The only representatives authorized to modify this contract on behalf of MURC and the Vendor are shown below:

Vendor:	Person(s) designated by the Contractor
MURC:	John Maher
Robert C. Byrd:	To Be Announced
Purchasing:	Tracey Brown-Dolinski

4.1.1 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 MURC.

4.1.2 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.

4.1.3 Understanding, Exceptions or Restrictions

By making a proposal, the Vendor warrants that: a) The Vendor has read and understand 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.

Vendor 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 Vendor 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 Vendor's solution, must be described in detail. The exception must be contained within the original Proposal's submission. If the Vendor's solution is not contained within the original submission the exceptions will not be considered.

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.

4.1.4 Best and Final Offers

MURC may, but is not required, to negotiate with Vendors. If MURC elects to negotiate, negotiations shall be conducted with Vendors 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 Vendors 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 MURC's full understanding of proposals. No Vendor shall be provided information about any other Vendor's proposal, and no Vendor 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.

4.1.5 Best Price Guarantee

The awarded vendor agrees to provide pricing to MURC 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.

4.1.6 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.

4.1.7 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 MURC 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 proposal.

4.1.8 Rejection of Proposals

MURC shall select the best value solution according to the evaluation criteria and within the best interest of MURC; however, MURC reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. MURC reserves the right to withdraw an RFP at any time and for any reason. Submission of, or receipt by MURC 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.

4.1.9 Waiver of Minor Irregularities

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

4.1.10 Performance Standards, Actual Damages, Liquidated Damages, and Retainage

MURC may require corrective action in the event that any deliverable, report or the like should indicate that the Vendor is not in Compliance with any provision of a Contract. MURC may also require the modification of any policies or procedures of the Vendor relating to the fulfillment of its obligations pursuant a contract. MURC may issue a deficiency notice and may require a corrective action plan shall delineate the time and manner in which each deficiency is to be corrected. A corrective action plan shall delineate the time and manner in which each deficiency is to be corrected. The corrective action plan shall be subject to approval by MURC, which may accept it as submitted, accept it with specified modifications, or reject it. MURC may extend or reduce the

time frame for corrective action depending on the nature of deficiency, and shall be entitled to exercise any other rights or remedy available to it, whether or not it issues a deficiency notice or provides Vendor with opportunity to take corrective action. The Vendor shall have five (5) business days from the date of the notice in which to dispute MURC's determination.

4.2. Additional Terms and Conditions

The Request for Proposal contains all the contractual terms and conditions under which MURC 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.

4.2.1 Term of Contract

The term of the initial contract shall be determined as specified within the RFP. Extensions/renewals evaluated by MURC, and upon the mutual written consent of Vendor and MURC the services will continue. The Office of Purchasing will be notified within 30 days of any agreed upon extension/renewal. Any resulting extension/renewal will be in accordance with the terms and conditions of the original contract.

4.2.2 Termination of Contract

The contract resulting from this RFP may be terminated by MURC as follows:

- A. For default by the Vendor;
- B. convenience;
- C. Vendor's bankruptcy, insolvency, receivership, liquidation; and,
- D. non-availability of funds.

A. Termination for Default by the Vendor

(1) Default.

If Vendor refuses or fails to perform any of the provisions of this contract within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, MURC may notify Vendor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by MURC, such officer may terminate Vendor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, MURC may procure similar supplies or services in a manner and upon terms deemed appropriate by MURC. Vendor shall continue

performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) Vendor's Duties.

Notwithstanding termination of the contract and subject to any directions from the Contract Administrator, Vendor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Vendor in which MURC has an interest.

(3) Compensation.

Payment for completed services delivered and accepted by MURC shall be at the contract price. MURC may withhold from amounts due Vendor such sums as the MURC deems to be necessary to protect MURC against loss because of outstanding liens or claims of former lien holders for the excess costs incurred in procuring similar goods and services.

(4) Excuse for Nonperformance or Delayed Performance.

Vendor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Vendor to make progress in the prosecution of the hereunder which endangers such performance) if Vendor has notified MURC within 10 (ten) days after the cause of delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. Upon request of the Vendor, MURC shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasion by any one or more of the excusable causes, and that, but for the excusable causes, Vendor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly.

(5) Erroneous Termination for Default.

If, after notice of termination of Vendor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph

(4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, be the same as if the notice of termination had not been issued pursuant to such clause.

(6) Additional Rights and Remedies.

The rights and remedies of MURC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

B. Termination for Convenience

(1) Termination.

MURC may terminate this contract in whole or in part, for the convenience or beyond MURC's control. MURC shall give written notice of the termination to Vendor specifying the contract terminated and when termination becomes effective.

(2) Vendor's Obligations.

Vendor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Vendor will stop work.

C. Termination for the Vendor Bankruptcy

This contract may be terminated in whole or in part by MURC upon written notice to Vendor, if Vendor should become insolvent, become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary.

In the event, MURC elects to terminate the contract under this provision, it shall do so by sending Notice of Termination to the Vendor by certified mail, return receipt requested, email, or delivered in person. The date of termination shall be the close of business on the date specified in such notice to the Vendor.

D. Availability of Funds

Vendors are advised that entering into a contract for services is contingent upon the availability of funds. If funds are not available, MURC reserves the right not to enter into an agreement. If the funds anticipated for the continuing fulfillment of the contract are, at any time, not forthcoming or insufficient, are not otherwise available to MURC, MURC shall provide written notice to the Vendor to

terminate this contract without damage, penalty, cost, or expenses to MURC. An effective termination date would be specified within a notice of termination.

4.2.3 Procedures on Termination

Vendor Responsibilities

Upon receipt of a Notice of Termination specifying the nature of the termination, the Vendor shall stop work, deliver to MURC copies of all data and documentation in the appropriate media related to the project, promptly transfer necessary information related to any outstanding claims, Vendor shall perform the responsibilities within a reasonable time without delay and determine or adjust the amount of any item of reimbursable price under this clause.

The Vendor has a duty to cooperate and help with orderly transition of duties to MURC or related designee following termination of the contract.

4.3. 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 MURC 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 purchases.

4.4. Applicable Law

The contract shall be governed by and construed in accordance with the laws of the State of West Virginia, excluding its conflict of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State of West Virginia. The Vendor shall comply with applicable Federal, State, and local laws and regulations including, but not limited to, Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972 (regarding education programs and activities); the Age Discrimination Act of 1975; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990 as amended; section 1557 of the Patient Protection and Affordable Care Act; and all other State and Federal laws and regulations referenced in this RFP.

4.5. Notices

All notices required to be given by one party to the other hereunder shall be in writing and shall be addressed as follows:

To MURC
Robert C. Byrd Institute

Purchasing
Tracey Brown-Dolinski

Marshall University Office of Purchasing
One John Marshall Drive, Old Main 125
Huntington, WV 25755
PHONE: 304-696-3157
browndolinsk@marshall.edu

If to the Vendor:

4.6. Ownership of Documents

Where activities supported by this contract produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, MURC shall have the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others do so. If the material is qualified for copyright, the Vendor may copyright such material, with approval of MURC, but MURC shall reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

4.7. Ownership of Information and Data

MURC, and/or their agents shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Vendor under any contract resulting from this RFP. The Vendor agrees to grant agents, employees, representatives, assignees, and subcontractors to MURC, and the State of West Virginia and to their officers, agents, and employees acting in their official capacities a royalty-free, non-exclusive, and irrevocable license throughout the world to publish, reproduce, translate, deliver, and dispose of all such information now covered by copyright of the proposed Vendor.

Excluded from the foregoing provisions in this shall be items mutually agreed upon in writing, however, are any pre-existing, proprietary tools owned, developed, or otherwise obtained by Vendor independent of this Contract. Vendor is and shall remain the owner of all rights, title and interest in and to the Proprietary Tools, including all copyright, patent, trademark, trade secret and all other proprietary rights thereto arising under Federal and State law, and no license or other right to the Proprietary Tools is granted or otherwise implied. Any right that MURC may have with respect to the Proprietary Tools shall arise only pursuant to a separate written agreement between the parties.

4.8. Record Retention (Access & Confidentiality)

Vendor shall comply with all applicable MURC, 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 ten (10) years and make available all records to MURC personnel at Vendor's location during normal business hours upon written request by MURC within 10 days after receipt of the request.

Vendor may have access to private and confidential data maintained by MURC 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 MURC and 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.

4.9. Licenses, Patents and Royalties

MURC does not tolerate the possession or use of unlicensed copies of proprietary software. The Vendor shall be responsible for any penalties or fines imposed as a result of unlicensed or otherwise defectively titled software.

The Vendor, without exception, shall indemnify, save, and hold harmless MURC and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process, or article manufactured by the Vendor. MURC will provide prompt written notification of a claim of copyright or patent infringement.

If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

4.10. Right of Inspection

MURC, or any other auditing agency prior-approved by MURC, or their authorized representative shall, at all reasonable times, have the right to enter onto the Vendor's premises, or such other places where duties under this contract are being performed, to inspect, monitor, or otherwise evaluate (including periodic systems testing) the work being performed. The Vendor shall provide access to all facilities and assistance for MURC representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. Refusal by the Vendor to allow access to all documents, papers, letters or other materials, shall constitute a breach of contract. All audits performed by persons other than MURC staff will be coordinated through MURC and its staff.

4.11. 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 Marshall University and when necessary, approved as to form by MURC; 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 MURC, 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 MURC 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.

4.12. 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 MURC 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.

4.13. Subcontracting

The Vendor is solely responsible for fulfillment of the contract terms with MURC. MURC will make contract payments only to the Contractor. The Vendor shall not subcontract any portion of the services under this contract without the prior written approval of MURC. The Vendor shall notify MURC not less than thirty (30) days in advance of its desire to subcontract and include a copy of the proposed subcontract with the proposed subcontractor. Approval of any subcontract shall neither obligate MURC as a party to that subcontract nor create any right, claim, or interest for the subcontractor against MURC, their agents, their employees, their representatives, or successors. Any subcontract shall be in writing and shall contain provisions such that it is consistent with the Vendor's obligations pursuant to this Contract. The Vendor shall be solely responsible for the performance of any subcontractor under such subcontract approved by MURC. The Vendor shall give MURC immediate written notice by certified

mail, facsimile, or any other carrier that requires signature upon receipt of any action or suit filed and prompt notice of any claim made against the Vendor or subcontractor which in the opinion of the Vendor may result in litigation related in any way to the contract with MURC.

4.14. Disputes

After the successful Proposer is selected, a formal contract document will be executed between MURC and Proposer. In addition, the RFP and the Proposer's response will be included as part of the contract by reference. The order of precedence is the contract, the RFP and the Proposer's bid in response to the RFP. Disputes arising out of the contract shall be presented in writing to MURC for resolution.

The vendor agrees to pay reasonable attorney fees incurred by MURC in enforcing this contract. MURC shall not bear any of the Vendor's cost of litigation for any legal actions initiated by the vendor against MURC unless assessed by a court of competent jurisdiction.

4.15. Conformance with Federal and State Regulations

The Vendor shall be required to conform to all Federal and State laws, regulations, and policies as they exist or as amended. In the event that the Vendor requests that MURC or his/her designee issue policy determinations or operating guidelines required for proper performance of the contract, MURC shall do so in timely manner. The MURC shall be entitled to rely upon and act in accordance with such policy determinations and operating guidelines unless the Vendor acts negligently, maliciously, fraudulently, or in bad faith.

The Vendor expressly agrees to all of the provisions and requirements as set forth in the RFP, West Virginia State, Federal regulations, and understands those provisions and requirements are also incumbent on the Vendor.

4.16. Indemnification

The Vendor agrees to indemnify, defend and hold harmless, MURC and its officers, employees and affiliates 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.

4.17. Severability

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

4.18. No Limitation of Liability

Nothing in this contract shall be interpreted as excluding or limiting any liability of the Vendor for harm caused by the intentional or reckless conduct of the Vendor, or for damages incurred in the negligent performance of duties by the Vendor, or for the delivery by the Vendor of products that are defective, or for breach of contract or any other duty by the Vendor. Nothing in the contract shall be interpreted as waiving the liability of the Vendor for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense related to the Vendor's conduct or performance under this contract.

4.19. Status of Contractor

It is expressly agreed that the Vendor is an Independent Contractor performing professional services for MURC and is not an officer or employee of MURC. It is further expressly agreed that the contract shall not be construed as a partnership or joint venture between the Vendor and MURC.

The Vendor shall be solely responsible for all applicable taxes, insurance, licensing and other costs of doing business. Should the Vendor default on these or other responsibilities jeopardizing the Vendor's ability to perform services effectively, MURC, in its sole discretion, may terminate this contract.

The Vendor shall not purport to bind MURC, its officers or employees to any obligation not expressly authorized herein unless MURC has expressly given the Vendor the authority to do so in writing.

The Vendor shall give MURC immediate notice in writing of any action or suit filed, or of any claim made by any party which might reasonably be expected to result in litigation related in any manner to this contract or which may impact the Vendor's ability to perform.

In no way shall the Vendor represent itself directly or by inference as a representative of MURC except within the confines of its role as an Independent Contractor for MURC. MURC's approval must be received in all instances in which the Vendor distributes publications, presents seminars or workshops, or performs any other outreach. The Vendor shall not use MURC's name or refer to the contract and the services provided therein directly or indirectly in any advertisement, news release, professional trade or business presentation without prior written approval from MURC.

The Vendor shall not use MURC's name or refer to the contract and the services provided therein directly or indirectly in any advertisement, news release,

professional trade or business presentation without prior written approval from MURC.

4.20. Conflict of Interest

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

4.21. 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.

4.22. Subawardee

If the resulting services/project is subject to subaward. The awarded vendor will be subject to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS).

4.23. 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.

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.

Attachment A

Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement	Instructions
Cost BidTable (BT-35CL)	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	
Form Provisions	File Type: PDF (.pdf)	Multiple	Required	
Form Eligibility	File Type: PDF (.pdf)	Multiple	Required	

Commodity Codes

Commodity Set	Commodity Code	Title	Description
UNSPSC	811215	Economic analysis	
UNSPSC	80101601	Feasibility studies or screening of project ideas	

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/14337>.

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

2. Upload your submission at:

<https://marshall.bonfirehub.com/opportunities/14337>

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

Attachment B: Excel Worksheet

			Numeric	Text		
#	Item	Quantity Required	Unit Price	Comments/Notes	Total Cost	
#0-1	Total Cost of project	1	Sample		-	

Appendix A

Provisions Required for Federally Funded Procurements

Federal Funds: This purchase is being funded in whole or in part with Federal Funds and is subject to the requirements established in 2 CFR § 200. Pursuant to 2 CFR § 200.317 the provisions of 2 CFR §§ 200.322 and 200.326 are expressly included in this solicitation below and incorporated into any contract resulting from this solicitation by reference.

By signing below, I certify that I have reviewed the requirements for Federally Funded Procurements in their entirety; understand the requirements, terms and conditions, and other information contained herein and agree to be bound by them for the term of this agreement.

(Company)

(Authorized Signature) (Representative Name, Title)

(Phone Number) (Fax Number) (Date)

Appendix B

Eligibility for Award

As the vendor on this proposal, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

Have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or received stolen property.

Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses indicated above.

Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

Your signature certifies that neither you or your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

WITNESS THE FOLLOWING SIGNATURE:

Vendor Name _____

Authorized Signature: _____

State of _____

County of _____

Taken, subscribed, and sworn to before me this _____ day of _____
20_____

My Commission expires _____

NOTARY PUBLIC _____

AFFIX SEAL HERE

Exhibit A: Economic Impacts Reporting

The following list of economic impacts are required by the grantor (Community Economic and Revitalization Board (CERB)):

The following economic impacts and demographics must be provided as part of the study:

- a. A product market analysis linked to economic development.
- b. A market strategy containing action elements linked to timelines.
- c. Identification of targeted industries.
- d. Identification of the group responsible for implementing the marketing strategy. Describe the group's capacity to complete the responsibility.
- e. The site's appropriateness by addressing, at minimum, appropriate zoning, affect to the state or local transportation system, environmental restrictions, cultural resource review, and the site's overall adequacy to support the anticipated development upon project completion.
- f. A location analysis of other adequately served vacant industrial land.
- g. Total funding for the public facilities improvements is secured or will be secured within a given time frame.
- h. An analysis of how the project will assist local economic diversification efforts.
- i. Indicate the specific issues that will be addressed.
- j. List one or more economic outcomes that you expect from the proposed CERB project.
- k. Describe the specific, quantifiable measures of the outcome(s) that will indicate success. Describe in measurable terms what you expect to be able to show as progress toward the outcome for each year before the whole outcome has been achieved.
- l. Describe what data you will collect to determine whether the outcome is being achieved.
- m. Describe the data collection procedure including when data will be collected, from whom and by whom.
- n. The estimated median hourly wage of the jobs created when development occurs.
- o. If the project is determined to be feasible, the following information must be provided within the final report:
 1. Total estimated jobs created (in FTEs).
 2. Describe benefits offered to employees.
 3. Describe the median hourly wage of the new jobs in relation to the median hourly county wage.
 4. The county three-year unemployment rate in relation to the state rate.
 5. County population change in the last five years.
 6. The estimated jobs created represent what percentage of the county's labor force.
 7. The estimated jobs created represent what percentage of the county's unemployed workers.
 8. Estimated new annual state and local revenue generated by the private business.
 9. Estimated private investment generated by project.