

Request for Proposal



Marshall University
Office of Purchasing
One John Marshall Drive
Huntington, WV 25755-4100
Direct all inquiries regarding this order to: (304) 696-3157

Proposal #

MU20-ATM

Vendor: **For information contact:**
Purchasing Agent: Tracey Brown-Dolinski
Phone: (304) 696-3157
Fax: browndolinsk@marshall.edu and
Email: purchasing@marshall.edu
Phone:
Fax:
Email:

FEIN/SSN:

Sealed requests for proposals furnishing services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, THE PROPOSAL WILL BE SUBMITTED ON THIS FORM IN ORIGINAL (3) COPIES, SIGNED IN FULL IN INK, AND 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 6/14/2019	DELIVERY IS REQUIRED NO LATER THAN	DEPARTMENT REQUISITION NO. MU20-ATM	PROPOSALS OPEN: 3:00 pm on July 1, 2019	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
--------------------------	---------------------------------------	--	--	--

Item #	Quantity	Description	Unit Price	Extended Price
		<p><u>REQUEST FOR PROPOSALS</u></p> <p>Marshall University will accept proposals for the following services until 3:00 p.m. on July 1, 2019. At that time, sealed proposals will be opened and read aloud in Room 125, Old Main Building.</p> <p>ATM MACHINE(S) SERVICES</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 Bidder's name Vendor _____

FOB _____ After receipt of order at address shown Signed By _____

Terms _____ Title _____

Email _____

Street Address _____

City/State/Zip _____

Date _____ Phone _____

BOG 43 Fein _____

Table of Contents

1. Overview.....	6
1.1 Introduction	6
1.2 University Background	6
1.3 General Responsibilities of the University.....	6
1.4 Inquiries.....	7
1.5 Tours.....	7
1.6 Proposal Timetable.....	7
1.7 Submission Type	8
1.8 Award.....	8
2. Proposal.....	8
2.1 General	8
2.2 Vendor’s Proposal	9
2.2.1 Written Technical Proposal Format	9
2.2.2 Financial Consideration	10
2.2.2.1 Financial Explanation (Optional)	11
2.3 Evaluation.....	11
2.3.1 Technical (70) Points	11
2.4 Deliverables.....	15
2.4.1 Submission Electronic - Bonfire Portal	15
2.4.1.1 Submission1 Request for Proposal (RFP) Document.....	15
2.4.1.2 Submission 2 – Financial Consideration – Bid Table	16
2.4.1.3 Submission 3 – Historical Financial Statements	16
2.4.1.4 Submission 4 (Optional) – Financial Explanation.....	16
2.4.2 Physical Proposal Submission	16
2.4.2.1 Labeling	16
2.4.2.2 Physical Submission 1 – Technical Documents and Forms	16
2.4.2.3 Physical Submission 2 – Financial Consideration Documents	17
2.4.2.4 Physical Submission 3 – Historical Financial Resources	17
3. Scope of Services.....	17
3.1 Current ATM Environment.....	17
3.2 Contract Administration.....	18
3.3 Information (Appendices):	18
3.4 Installation and Maintenance	19

3.5	Utilities / Functionality.....	21
3.6	Damage.....	21
3.7	Operation Requirements, General Services and Machine Specifications	21
3.8	Communication Requirements	22
3.9	Security of ATMs.....	22
3.10	User Access to ATMs.....	23
3.11	Monthly Reports.....	23
3.12	Conditions Imposed by ATM Network	23
3.13	Payments to the University.....	23
3.14	Transaction Fees	23
3.15	Campus Relations	23
3.16	Operational Requirements	24
3.17	Diversity	24
4.	Bonfire Portal Submission Instructions for Proposers.....	24
4.1	Prepare your submission materials:.....	24
4.1.1	Requested Information.....	24
4.1.2	Commodity Codes	25
4.1.3	Requested Documents:.....	26
4.1.4	Requested BidTables:	26
4.2	Upload your submission at:.....	26
4.3	Important Notes:.....	26
4.4	Need Help?.....	26
5.	RFP Supplemental General Terms Information	28
I.	RESPONSE.....	28
A.	Pre-Proposal Conference	28
B.	Delivery.....	28
C.	Labeling Mailed Packages	28
D.	Separate Submission of Cost and Technical Proposals	28
	Technical Proposal.....	29
	Cost/Fee/Price Proposal (separate file):.....	29
II.	RFP TERMS	29
A.	Best and Final Offers	29
B.	Exceptions or Restrictions	29
C.	Incurring Costs.....	29

D.	Independent Price Determination	29
E.	Inquiries	30
F.	Oral Statements and Commitments	30
G.	Cost/Fee/Price Quotations	30
H.	Best Price Guarantee.....	30
I.	Rejection of Proposals	30
J.	Waiver of Minor Irregularities.....	30
K.	Mandatory Requirements.....	30
L.	Public Record.....	31
M.	Written Release of Information.....	31
N.	Risk of Disclosure.....	31
III.	DOCUMENTS.....	31
A.	RFP Addenda	31
B.	Addenda Acknowledgement.....	31
C.	Agreement Addenda	32
D.	Drug Free Workplace.....	32
E.	HIPAA Business Associate Addendum.....	32
F.	Vendor Preference:	32
G.	Vendor Registration:	32
H.	Purchasing Affidavit	32
I.	Taxpayer ID Number and Certification (W9).....	33
J.	Proof of Good Standing and Authorization to Do Business.....	33
K.	Disclosure of Interested Parties to Contract.....	33
L.	Insurance Requirements	33
M.	License Requirements	33
N.	Purchase Order.....	33
O.	Life of Contract.....	33
IV.	EVALUATION AND AWARD.....	33
A.	Assignment of Points	34
B.	Committee.....	34
C.	Cost Evaluation and Resident Vendor Preference:.....	34
D.	Disqualification of Bidders.....	34
E.	Debarment and Suspension.....	34
F.	Technical Evaluation:	34

G.	Presentations	34
H.	Contract Approval and Award	34
I.	Contract Provisions	35
J.	Contract Termination	35
K.	Vendor Protests	35
V.	TERMS AND CONDITIONS	35
A.	Conflict of Interest	35
B.	Prohibition against Gratuities	36
C.	Certifications Related to Lobbying	36
D.	Changes	36
E.	Emergency Purchases	37
F.	Subsequent Forms	37
G.	Antitrust	37
H.	Assignment	37
I.	Bankruptcy	37
J.	Bureau of Employment Programs Regulations	38
K.	Compliance with Laws and Regulations	38
L.	Governing Law	38
M.	Indemnification	38
N.	Policy Advisements	38
O.	Record Retention (Access & Confidentiality)	38
P.	Subcontracts/Joint Ventures	39
Q.	Vendor Relationship	39
VI.	PAYMENT INFORMATION	39
A.	Funding	39
B.	Invoices	40
C.	Interest	40
D.	Progress Payments	40
E.	Credit Card Acceptance	40
F.	Purchase Order Procedure	40

1. Overview

1.1 Introduction

Marshall University herein referred to as Marshall is soliciting the services of a qualified vendor that has experience and expertise in providing automatic teller machine (ATM) services.

Marshall wishes to obtain interested vendors to install, properly service, maintain and clean ATM on the main Huntington WV campus.

The main objective is to provide attractive, convenient, well-maintained, ATM for the convenience of the campus community. Marshall University's intent is to have full accountability in all transactions, to provide a reasonable return to the institution while allowing the vendor to have a profitable operation, and to comply with all University policies, audit requirements and state statutes related to purchasing.

The awarded vendor must be willing and able to share the customer bank communication terminal with any other bank that meets reasonable standards with regards to sharing said customer bank communication terminal regardless of that other bank's affiliation with another interchange system.

1.2 University Background

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

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

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

The selected vendor will be responsible for providing ATM services on the main campus of Marshall University.

1.3 General Responsibilities of the University

The University will provide the indicated areas and facilities and supporting areas for the use of the vendor to provide ATM services to the University.

The University will provide the vendor with advance notification of fifteen (15) business days prior to closing all or part of the ATM services facilities for planned maintenance (painting, flooring repair, utility upgrades, etc.).

The University will provide limited access during business hours to the service facilities. The University Representative, located in the Memorial Student Center Main Office, will determine this access.

1.4 Inquiries

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

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

Tracey Brown-Dolinski, Assistant Director of Purchasing
E-mail: browndolinsk@marshall.edu and purchasing@marshall.edu.
Subject Field: **MU20-ATM**

Initial questions must be sent on or before June 19, 2019. Utilize the subject line “MU20-ATM”

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

1.5 Tours

Site visit maybe conducted when prior arrangements have been made via email.

1.6 Proposal Timetable

Proposals must be received on or before July 1, 2019 at 3:00pm.

RFP Schedule

Release of the RFP	June 14, 2019
Proposer’s Written Questions	June 19, 2019
Marshall’s Response Questions	TBD
Proposal Opening	July 1, 2019
Technical Evaluation	TBD
Cost Evaluation	TBD

Best and Final Offer	TBD
Notification of Successful Proposer	TBD
Proposed Award of Contract	TBD
Services fully operational	July 1, 2019 estimated

1.7 Submission Type

Two response types, an **electronic** and **physical**, are required for this proposal. The electronic proposal must be uploaded through MU’s Bonfire portal and one (3) physical copies sent to the Office of Purchasing by the proposal opening date and time.

1.8 Award

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

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

2. Proposal

2.1 General

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

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

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

Proposers may modify or withdraw their proposal before the time and date as specified for receipt of the proposals by giving notice, in writing, to the Marshall University Office of

Purchasing. Notice shall include the signature of the Proposer and shall be received before the designated time and date for receipt of proposals.

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

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

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

2.2 Vendor’s Proposal

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

Technical

Written technical proposals
Required forms

Financials

Financial Consideration Numbers
Financial Explanation (Optional)
Vendors Historical Financial Statements

2.2.1 Written Technical Proposal Format

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

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

RFP Subject and number
Vendor's name
Vendor's business address
Vendor's telephone number, email address, and fax number
Name of authorized contact person to speak on behalf of the Vendor
Contact name for proposal clarification
Date

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

Proposal Response Preparation:

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

Vendors are discouraged from submitting advertising literature, unless they contain information directly related to the proposal response and there is a specific reference in the response to the page number (s) where relevant sections are found. Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's capability to satisfy the RFP requirements. Special binds, color displays, promotional materials, etc., are not desired. Emphasis should be on completeness and clarity of content.

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

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

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

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

2.2.2 Financial Consideration

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

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

2.2.2.1 Financial Explanation (Optional)

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

2.3 Evaluation

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

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

Proposals will be evaluated across the categories listed in Section 2.3.1 of this RFP using a scoring system that will total 100 points. Incomplete or insufficient answers to proposal requirements may cause a reduction in points awarded.

2.3.1 Technical (70) Points

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

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

	Sections	Points
A.	Executive Summary	7
B.	Background in Similar Operations	10
C.	References and Lost Accounts	10
D.	Proposed Mgt Structure, Operations & Services	10
E.	Marketing Support	8
F&G	Number of ATMs, Locations, Machine Specs	10
H.	Network Compatibility	5
I.	Business and Transition Plans	3
J.	Sample Transactions	4
K.	Other (Optional)	3
	Total Technical Points	70

- A. Executive Summary** - highlights the contents of your proposal and includes a mission statement, overall business philosophy of the company, reasons for responding to this

RFP, as well as, unique features of your approach to this RFP. The Executive Summary should not exceed 10 pages and include the following information: Your Company's unique qualifications; Highlights of the Transition Plan; Highlights of the Financial Proposal, including any investment.

Company Background – describe your specific knowledge, experience and expertise in the ATM banking services business or market.

Financial Capability – Vendor should provide sufficient data to lead evaluators to the conclusion that vendor's firm has the financial capability to perform. Provide (one copy) audited comparative financial statements of the vendor's company that have been prepared in accordance with general accepted accounting principles (GAAP). At a minimum, this information should include comparative income statement and balance sheet information for the three (3) most recent years for which audited financial statements have been completed. Statements provided in response to this request will not be disclosed to other than the Proposal Review Committee.

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

C. References and Lost Accounts - Provide a current list of a minimum of three (3) active contracted accounts of comparable size as well as dollar volume in gross sales and transactions for each year in which the vendor has similar ATM services, including applicable references. Please provide for each reference the name, address, fax number, e-mail address and telephone numbers of the main contact person at these accounts, information as to the contract and its duration, as well as the number of ATM services machines at the location and the total annual sales volume for the reference.

Lost Accounts – Provide audited comparative financial statements of the vendor's company that have been prepared in accordance with general accepted accounting principles. At a minimum, this information should include comparative income statement and balance sheet information for the three (3) most recent years for which audited financial statements have been completed.

D. Proposed Management Structure, Operations and Services-The University requires a complete listing of positions, including full-time and part-time positions, and an organizational chart including each position for the staffing to be maintained in the operating of the ATM services.

Describe the criteria for general hiring including screening, criminal background checks, or any other means of verification or employee information, or, explain other means of ensuring the integrity and suitability of the vendor's employees.

Describe the vendor's training and development of both full-time and part-time personnel (i.e., students or temporary/contracted personnel) regarding the vendor's mission and goals as to customer service, equipment, rush periods, policies and procedures, or any other deemed general training for in-person and telephone responses.

E. Marketing Support - The University desires that the ATM services complement the University as to its community customer base as well as to its service in the areas of expansion on campus with the designs of the building layouts. The ATM services vendor and its equipment and products will enhance the facilities, and the vendor shall devise marketing strategies to encourage the use of the ATM machines and ATM products.

The University requires that the ATM services vendor have the ability, experience, and resources to efficiently and effectively operate and upgrade the current ATM services as well as to enhance the future growth and customer service for the University community.

In response to the University's specific requirements of these operations, vendors should respond to this RFP document by clearly defining its proposed plan of operations and benefits to the University. Additionally vendor should detail in the vendor's response proposed time lines and other factors pertaining to the RFP requirements.

The vendor will ensure the use of appropriate signage, personnel, and any other means of marketing communication between the vendor and the University in order to inform the University community of its services. The University shall be advised of all such actions.

The vendor will notify the University in advance as to any special notices and other general publications for distribution.

Any advertisements or logos for use shall meet with the prior written approval of the University. No handouts, brochures, advertisements, or flyers will be placed on campus without prior approval from the University. For any advertisements other than those that are initiated by the University, a separate mutually agreed upon contract, or amendment to the ATM services contract, is required to include parameters and compensation to the University for such advertisement(s).

The vendor shall grant the University the limited right to use the vendor's logo or service marks to promote the vendor's service (i.e., Marshall University website, designated University Representative, and the University's publications and/or events). The University shall approve the use of University logos by the vendor.

Upon approval by the University, the vendor may be given the opportunity to participate with recognized University organizations as to the selling and/or donating

of items for fund raising events, applicable athletic tournaments, large conferences, and/or University events. The University shall clear all additional promotions or marketing plans.

- F. Number & Locations of ATM / Machines Specifications** - Proposals must be based upon the operation of ATMs at the locations specified in Section 3.1 and Proposer shall designate additional locations, if any, which Proposer would like to incorporate into its ATM service on the University Campus. University may, in its discretion, consider approving additional ATM locations proposed by the Contractor. Include specifications for ATMs to be provided.

All ATM services machines on campus shall be of adequate size and capacity for the intended use. The equipment should be of modular design and be the same height and color to give uniformity of appearance, except otherwise mutually agreed upon in writing by the University and the vendor.

- G. Changes in the Location or Number of ATM Sites** -Proposals must describe the circumstances and conditions under which the Proposer would (i) initiate a request and (ii) respond to a request by University for changes in the number or location of ATMs operated by the Proposer on Campus.

- H. Network Compatibility** -Proposals must describe the extent to which Proposer's ATMs are compatible with the ATM networks currently operating within the local community. Proposers shall provide ATMs with the latest in IT network connectivity technology.

Campus. Individuals or other entities not having a bank account with the successful Proposer(s) institution may be charged a transaction fee.

- I. Business and Transition Plans** - The vendor shall submit a detailed one (1) year business plan of operation for ATM services. The emphasis and details enclosed in the plan should efficiently and effectively provide an in-depth analysis and description of the proposed services.

The vendor should submit a plan to allow for a smooth transition from the current vendor to the new vendor, if the current vendor is not selected, to insure uninterrupted service to the University community. The vendor should separately describe its Business Plans for the ATM services in detail.

- J. Sample Transaction(s)** - Provide a listing of any sample transaction count reports (i.e., sales [not dollar values] by location), including which were previously furnished to other universities and/or business centers for the University to review.

- K. Other Unique Features (Optional)** -Discuss other unique features offered by the vendor or any additional benefits.

2.3.2 Financial Consideration Number (30) Points

Sections	Number Type
Monthly Guarantee (Rent)	Dollars
Per Transaction Commission Rate	Dollars
Non-Bank Transaction Rate	Dollars
Other – Sponsorships and Contributions	Dollars

2.3.3 Combined Points

	Points
Technical Points	70
Financial Points	30
Total Possible Points	100

2.4 Deliverables

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

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

2.4.1 Submission Electronic - Bonfire Portal

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

2.4.1.1 Submission1 Request for Proposal (RFP) Document

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

RFP signed cover page with:

- Technical Proposal
- Requested Forms:
 - A. MU96 Agreement Addendum
<http://www.marshall.edu/purchasing/files/Eff-2019-3-1-MU-96-final.pdf>

- B. Purchasing Affidavit (completed, signed, and notarized)
<http://www.state.wv.us/admin/purchase/vrc/pAffidavit.pdf>
- C. Vendor Preference Certificate (if applicable)
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>

2.4.1.2 Submission 2 – Financial Consideration – Bid Table

Responses must be submitted into the **BONFIRE PORTAL** (<https://marshall.bonfirehub.com/opportunities/16953/>). Reference Attachment A for the Excel Worksheet.

2.4.1.3 Submission 3 – Historical Financial Statements

Upload one PDF file.

2.4.1.4 Submission 4 (Optional) – Financial Explanation

Upload one PDF file.

2.4.2 Physical Proposal Submission

All proposals must be received prior to the deadline of 3:00pm on July 1, 2019 in accordance with the Instructions in the RFP. All bids will be date and time stamped to verify official time and date of receipt. Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. Any proposal received after the opening date and time may be immediately disqualified.

2.4.2.1 Labeling

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

Tracey Brown-Dolinski
Marshall University Office of Purchasing
Old Main, Room 125
Huntington, WV 25755
Subject Line: MU20-ATM

2.4.2.2 Physical Submission 1 – Technical Documents and Forms

RFP signed cover page with:

- Technical Proposal
- Requested Forms:
 - A. MU96 Agreement Addendum

<http://www.marshall.edu/purchasing/files/Eff-2019-3-1-MU-96-final.pdf>

- B. Purchasing Affidavit (completed, signed, and notarized)
<http://www.state.wv.us/admin/purchase/vrc/pAffidavit.pdf>
- C. Vendor Preference Certificate (if applicable)
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>

2.4.2.3 Physical Submission 2 – Financial Consideration Documents

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

2.4.2.4 Physical Submission 3 – Historical Financial Resources

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

3. Scope of Services

Marshall University is considering proposals for services from a qualified vendor that has experience and expertise in providing automatic teller machine (ATM) services.

The main objective is to provide attractive, convenient, well-maintained, ATM for the convenience of the campus community. Marshall University’s intent is to have full accountability in all transactions, to provide a reasonable return to the institution while allowing the vendor to have a profitable operation, and to comply with all University policies, audit requirements and state statutes related to purchasing.

3.1 Current ATM Environment

ATM service operation services are in the following locations:

Memorial Student Center, Plaza
--Three (3) Full service, 24 hr. ATM

Drinko Library
--Minimum service, 24 hr. ATM

Twin Towers East
--Minimum service, 24. hr. ATM

Harris Hall
--Minimum service during the following hours:
Mon/Fri. 7:00 a.m. – 10:00 p.m. Fall/Spring Semester

Mon/Fri. 7:00 a.m. – 5:00 p.m. Summer Semester

PNC Bank also has a full-service ATM located on the Student Center Plaza. This contract is not up for bid.

THE VENDORS WILL BE BIDDING ON THE FOLLOWING:

- One (1) full service, 24 hr. ATM located on the Memorial Student Center Plaza;
- One (1) minimum service ATM located at Drinko Library, Towers East & Harris Hall.

The University desires that the ATM services complement the University as to its community customer base as well as to its service in the areas of expansion on campus with the designs of the building layouts. The ATM services vendor and its equipment and products will enhance the facilities, and the vendor shall devise marketing strategies to encourage the use of the ATM machines and ATM products.

The University requires that the ATM services vendor have the ability, experience, and resources to efficiently and effectively operate and upgrade the current ATM services as well as to enhance the future growth and customer service for the University community.

The vendor should respond to this RFP document by clearly defining its proposed plan of operations and benefits to the University in response to the University’s specific requirements of these operations as well as detail in the vendor’s response applicable to time lines and other factors pertaining to the RFP requirements.

3.2 Contract Administration

Contact Person:

William “Tootie” Carter, Director Business Operations, Student Center, or appointed representative, shall serve as the primary University representative for all matters pertaining to service and operations of the final contract.

Memorial Student Center – Suite 2W5
Huntington, WV 25755
Telephone: 304-696-2528
E-mail: carterw@marshall.edu
FAX: 304-696-4350

3.3 Information (Appendices):

- Appendix A: Commissions 3yr (BB & T)
- Appendix B: Commissions 3yr (United Bank)
- Appendix C: Population Fact Sheet
- Appendix D: Campus Map

3.4 Installation and Maintenance

The vendor will work with the University facilities personnel to install secured outlets that cannot be unplugged from the wall at the locations of the ATM services machine. These outlets may provide additional security for the machines electrical and telephone lines, and may prevent unintended interruptions in service.

To ensure the continuity of services to the University community and to verify the authenticity of any major service maintenance or machine change, the University requests that the vendor's service agent shall contact him for approval of signage, design and plans of the anticipated and necessary changes in equipment for any ATM space.

All ATM services machines on campus shall be of adequate size and capacity for the intended use. The equipment should be of modular design and be the same height and color to give uniformity of appearance, except otherwise mutually agreed upon in writing by the University and the vendor.

The University desires to maintain state-of-the-art ATM services equipment, the University will request that all ATM services machines installed at the commencement of this Agreement, or replacement equipment, be state-of-the-art unless otherwise agreed upon by the University.

The vendor is responsible for any costs to ensure accessibility to the disabled or to anyone who needs such assistance in the area as required by the Americans with Disabilities Act and any other applicable federal and state laws.

All ATM services facilities will have clearly posted and written instructions for the operation of the equipment and a telephone answering system to report service calls, with routine maintenance and repair services.

Renovation, maintenance, repair, installation and all associated costs for the installation or removal of ATM services will be the responsibility of the vendor. The vendor will be held liable for any maintenance or repair to the University or its infrastructure, due to any negligence on behalf of the vendor or its representatives.

The University will provide, at vendor's cost, services for pulling the cable line. Depending on analog line or a special circuit (frame relay, ISDN, DSL, etc.) installation, the vendor will be charged monthly.

The following are to be provided (at vendor's expense) to the University:

- Vendor's written recommendations and requests for University approval for any ATM services signage and/or anticipated equipment changes.
- Estimated costs and plans, (including any necessary drawings and color boards, etc.).

This information shall be included in the packet of initial, approved, and final packets of information given to the University prior to and after the completion of the initial project.

The design specifications shall meet all federal, state, county, city and University regulations and laws applicable to the signage, design and safety standards of these agencies.

The vendor will keep its service area secured with only authorized personnel maintaining the ATM services machines.

Upon commencement of the Agreement, the working copy of the Operational Plans for Safety, Maintenance, Repair, and Emergency Personnel; to include names, addresses, fax numbers, pager numbers, e-mails and telephone numbers of key personnel, should be initially supplied the University Representative(s) and routinely updated during the term of the Agreement. Key personnel shall include a listing of administration, accounting and maintenance contacts, with the compatible required machine code numbers to allow University personnel to promptly identify and report service issues.

The vendor shall address how routine preventative maintenance will be accomplished, with a minimum commitment to visits to all machines regardless of service calls.

The vendor shall have in place the procedures as to operational malfunctions which concern any inoperative equipment, time factors for re-establishing service, and handling of inconvenienced customers. The vendor will immediately notify the University of any such occurrences. Should equipment continue to malfunction or repeatedly break down, the University shall be informed if there is a plan to replace the equipment; thus, if the vendor's records indicate that any equipment should be withdrawn from campus, the manager or supervisor shall contact and obtain permission from the University as to the unit(s) to be removed or changed with all replacement equipment as new with the brand and model consistent with the other equipment used in the facility.

The vendor will advise the University as to any preventative maintenance or related issues pertaining to responsibilities regarding the operation of the ATM services system. If the vendor, for instance, requires access to the telephone/communications connections area to service or restore capability to the ATM services machines, the vendor shall advise the University of to whom and when access is requested in order to arrange such access.

The vendor shall provide a written policy outlining procedures for handling emergency maintenance and repair services. This shall also include the names, phone numbers, and pager/beeper numbers of the responsible personnel to be contacted in the event of an emergency during non-operating hours.

During any maintenance of the ATM services machines, the general area shall be cleaned. If the service technician leaves the facility without the ATM services machines working with full functionality, the technician shall place an "Out of Order" sign on the machine and notify University personnel as to the situation and timeline in order to advise the University community of any inoperative machines.

The vendor and his employees shall maintain clean and safety certified equipment.

3.5 Utilities / Functionality

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

3.6 Damage

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

3.7 Operation Requirements, General Services and Machine Specifications

All ATM services machines on campus shall be of adequate size and capacity for the intended use. The equipment should be of modular design and be the same height and color to give uniformity of appearance, except otherwise mutually agreed upon in writing by the University and the vendor.

In that the University desires to maintain state-of-the-art ATM services equipment, the University will request that all ATM services machines installed at the commencement of this Agreement, or replacement equipment, be state-of-the-art unless otherwise agreed upon by the University.

All ATM services machines installed will be brought to the University fully assembled with any approved signage (i.e., Braille, discounts, machine numbers, etc.) and ready for electrical connections.

All ATM services machines on campus shall be of adequate size and capacity for the intended use. The equipment should be of modular design and be the same height and color to give uniformity of appearance, except otherwise mutually agreed upon in writing by the University and the vendor.

The vendor is responsible for any costs to ensure accessibility to the disabled or to anyone who needs such assistance in the area as required by the Americans with Disabilities Act and any other applicable federal and state laws.

The vendor shall address how routine preventative maintenance will be accomplished, with a minimum commitment to visits to all machines regardless of service calls.

The vendor shall have in place the procedures as to operational malfunctions which concern any inoperative equipment, time factors for re-establishing service, and handling of inconvenienced customers. The vendor will immediately notify the University of any such occurrences. Should equipment continue to malfunction or repeatedly break down, the University shall be informed if there is a plan to replace the equipment; thus, if the vendor's

records indicate that any equipment should be withdrawn from campus, the manager or supervisor shall contact and obtain permission from the University as to the unit(s) to be removed or changed with all replacement equipment as new with the brand and model consistent with the other equipment used in the facility.

The vendor will advise the University as to any preventative maintenance or related issues pertaining to responsibilities regarding the operation of the ATM services system. If the vendor, for instance, requires access to the telephone/communications connections area to service or restore capability to the ATM services machines, the vendor shall advise the University of who and when access is requested in order to arrange such access.

The vendor shall provide a written policy outlining procedures for handling emergency maintenance and repair services. This shall also include the names, phone numbers, pager/beeper numbers of the responsible personnel to be contacted in the event of an emergency during non-operating hours.

The vendor and his employees shall maintain clean and safety certified equipment and area.

3.8 Communication Requirements

The vendor will maintain a channel of communication to discuss any changes in activity, applicable marketing plan(s), and any routine analysis or recommendations.

There will be direct communication between the vendor to the University community in advance of any changes or rescheduling of operating hours or services which impact the University.

The vendor may have the opportunity to provide information to be posted to the Student Center website to inform the University community of its services. This information will be published in accordance with the policies and procedures of the University.

The University will inform the vendor as to any pertinent information, such as University policies concerning inclement weather, procedures for delivery of services, etc.

Advertisements or logos for use shall meet with written approval of the University. Advertisements, services (i.e., sale of postage stamps) or logos posted or for use as an additional service of the ATM services shall meet with the written approval of the University. For any other advertisements or services than those which are initiated by the University will require a separate written agreement with a negotiated commission rate. All licensing and trademark item promotions are subject to approval through the University.

3.9 Security of ATMs

University shall permit the Contractor to install telecommunication lines to connect Contractor's alarm system to its ATMs located on University's Campus.

3.10 User Access to ATMs

University retains the exclusive right to determine both the hours and days that customer access to ATM sites will be permitted. Access to an ATM will be available to customers (i) during the normal business days and hours of the building in which the ATM is located, or (ii) in the case of an ATM accessible without entering the interior of a building, during all days and hours that the pertinent portion of Campus is open for public use. University approval must be obtained for the exact location of each ATM and any modifications to the areas surrounding each ATM. Contractor's ATM equipment must meet all applicable legal requirements for accessibility by the disabled, including without limitation, the Americans with Disabilities Act.

3.11 Monthly Reports

The Contractor will be required to report to the University on a monthly basis the transaction volume, including both proprietary transactions and foreign transactions, for each ATM.

3.12 Conditions Imposed by ATM Network

Both the University and the Contractor will acknowledge that ATM service is contingent upon the support of one or more central networks through which transactions are processed/switched. This third-party network relationship exists by contract between the network and the participating financial institutions. From time to time, changes in that relationship can occur through changes in technology, ownership of the network, or other conditions beyond the control of either the University or the Contractor. In such an event, where operation of ATM service is either permanently or temporarily changed, both the University and the successful Proposer(s) will attempt to resolve concerns through mutual effort and reasonable cooperation, provided that the basic objectives of the Agreement between the parties shall not be violated. However, it shall be specified in any Agreement between the University and the Contractor that the terms and conditions of the Agreement between the University and the Contractor shall prevail over any network contract.

3.13 Payments to the University

Proposals must specify the monthly Base Rental and Variable Rental payments offered by the Proposer and all other compensation to be provided to University in consideration for use of the leased premises and other rights granted to the Contractor.

3.14 Transaction Fees

Proposer shall certify in its proposal that individuals or other entities having a bank account with the Proposer financial institution will not be charged a transaction fee for a transaction initiated from the Proposer's ATMs on University's

3.15 Campus Relations

The vendor will maintain good campus relations with the University community and maintain good working relationships with the individual(s) designated by the University to serve as Representative without bias and/or favoritism. Vendor employees are expected to be goodwill ambassadors for the University community.

3.16 Operational Requirements

The vendor will be required to provide any and all equipment needed for the day-to-day operations of the ATM services.

If the vendor is given access to or use of any University owned items or equipment, the vendor shall not relocate, destroy, or alter University property, and shall have prior written permission by the University to process the surplus of any University owned property.

The vendor will inform the University as to the removal of vendor’s property in order to insure customer service options and notification.

The vendor shall provide and routinely update the University as to changes in ownership, business operations, construction or renovation plans, and/or as to any pertinent changes or occurrences with the vendor.

The vendor will advise the University as to property damage and/or theft or any safety hazard, and will contact the designated University Representative who will contact the appropriate departments, such as Marshall University Office of Public Safety.

3.17 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. Please provide your company initiative to this regard.

4. Bonfire Portal Submission Instructions for Proposers

Please follow these instructions to submit via our Public Portal.

4.1 Prepare your submission materials:

4.1.1 Requested Information

Name	Type	# Files	Requirement	Instructions
Financial Consideration (BT-28PZ)	BidTable: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this BidTable. The Response

Name	Type	# Files	Requirement	Instructions
				Template can be downloaded from the project listing on the Bonfire portal.
Proposal	File Type: PDF (.pdf)	Multiple	Required	
Historical Financial Statement	File Type: PDF (.pdf)	Multiple	Required	
Financial Explanation	File Type: PDF (.pdf)	Multiple	Optional	

4.1.2 Commodity Codes

Commodity Set	Commodity Code	Title	Description
UNSPSC	64	Financial Instruments, Products, Contracts and Agreements	This segment includes financial instruments and products arising from contractual agreements of a financial nature.
UNSPSC	84	Financial and Insurance Services	This segment includes services associated with finance, banking, investing and insurance. Included in this section are escrow services.
UNSPSC	6410	Bank offered products	Products generally offered by banks in association with the services they provide

4.1.3 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.

4.1.4 Requested BidTables:

The BidTable Response Templates can be obtained at <https://marshall.bonfirehub.com/opportunities/16953>.

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

4.2 Upload your submission at:

<https://marshall.bonfirehub.com/opportunities/16953>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Jul 01, 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.

4.3 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.

4.4 Need Help?

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



MARSHALL UNIVERSITY REQUEST FOR PROPOSAL SUPPLEMENTAL PACKAGE

Informational document – General Terms

5. RFP Supplemental General Terms Information

I. RESPONSE

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

A. Pre-Proposal Conference

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

B. Delivery

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

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

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

C. Labeling Mailed Packages

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

D. Separate Submission of Cost and Technical Proposals

Technical Proposal

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

Cost/Fee/Price Proposal (separate file):

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

II. RFP TERMS

A. Best and Final Offers

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

B. Exceptions or Restrictions

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

C. Incurring Costs

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

D. Independent Price Determination

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

E. Inquiries

Questions relating to an RFP must be submitted in writing to the Office of Purchasing on or before the date outlined in the RFP. A written response will be issued by addendum when necessary. Verbal responses are non-binding.

F. Oral Statements and Commitments

Vendor must clearly understand that any verbal representation made or assumed to be made during any oral discussion concerning the RFP is not binding. Only the information issued in writing by an official written addendum to the Request for Proposal is binding.

G. Cost/Fee/Price Quotations

The price(s) quoted in the proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for an adjustment in the original contract. Other Marshall University entities may request a quotation for services relative to this proposal. Each entity is solely responsible for services requested. Vendors should note in the proposal package if this option is not available. Unit prices shall prevail in cases of a discrepancy in the Vendor's proposal. Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

H. Best Price Guarantee

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

I. Rejection of Proposals

Marshall University shall select the best value solution according to the evaluation criteria. However, the University reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. Marshall University reserves the right to withdraw an RFP at any time and for any reason. Submission of, or receipt by Marshall University of proposals confers no rights upon the bidder nor obligates Marshall University in any manner.

A contract based on this RFP and the Vendor's proposal, may or may not be awarded. Any contract resulting in an award from this RFP is not valid until properly approved and executed by Marshall University, Office of Purchasing.

J. Waiver of Minor Irregularities

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

K. Mandatory Requirements

Any specification or statement containing the word "must", "shall", or "will" are mandatory. By signing and submitting a response to an RFP, the vendor agrees to all

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

L. Public Record

Submissions are Public Record.

All documents submitted to Marshall University, Office of Purchasing, related to purchase orders or contracts are considered public records. All bids, proposals or offers submitted by bidders shall become public information and are available for inspection during normal official business hours in the Office of Purchasing after the bid opening. Proposals will not be released until after the award.

M. Written Release of Information

All public information may be released with or without a Freedom of Information request; however, only a written request will be acted upon with duplications fees paid in advance. Fees shall apply to all requests for copies of any document. Currently the fees are based upon the "Administrative Procedure ADMIN-3 Freedom of Information Act Request Procedures" posted online at <http://www.marshall.edu/adminproc/files/ADMIN-3.pdf> ? All request maybe emailed to FOIA@marshall.edu.

N. Risk of Disclosure

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

III. DOCUMENTS

A. RFP Addenda

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

A copy of the RFP and any addenda to the RFP will be placed on the University website, and sent to vendors of record. It is the Vendor's responsibility to periodically check the web site to make sure it is aware of and responds to any addenda.

B. Addenda Acknowledgement

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

disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

C. Agreement Addenda

Any contract resulting from an award from this RFP and a contractor's proposal must include, but is not limited to, in its terms and conditions all mandatory sections contained herein. Failure of the successful contractor to sign Agreement Addendum (MU-96), or Software Agreement Addendum (MU96A), and if necessary, the MU Cloud Computing Contract Addendum, as part of the contract may result in disqualification. Agreement Addenda are available online at:

<http://www.marshall.edu/purchasing/files/MU-96.pdf> or
<http://www.marshall.edu/purchasing/files/MU-96A.pdf>
[http://www.marshall.edu/purchasing/files/CC Addendum.pdf](http://www.marshall.edu/purchasing/files/CC_Addendum.pdf)

D. Drug Free Workplace

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

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

E. HIPAA Business Associate Addendum

The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at

<http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.

F. Vendor Preference:

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

Failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

Vendor preference can be applied to the cost portion of the proposal only. A Resident Vendor Certification form may be found at:

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

G. Vendor Registration:

Prior to any award, the apparent successful Vendor must be registered with the Purchasing Division of the Department of Administration. If the successful Vendor is not currently registered, it shall complete and file the Vendor Registration and Disclosure Statement, Form WV-1, and submit the annual registration fee of \$125.00. Vendors do not have to be registered to submit a proposal. Form WV-1 may be found at:

<http://www.state.wv.us/admin/purchase/vrc/wv1.pdf>

H. Purchasing Affidavit

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

I. Taxpayer ID Number and Certification (W9)

Request for Taxpayer Identification Number and Certification can be found at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

J. Proof of Good Standing and Authorization to Do Business

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

K. Disclosure of Interested Parties to Contract

In accordance with West Virginia Code §6D-1-2, vendors must sign, notarize, and submit Disclosure of Interested Parties form if a contract or a series of related contracts either actual or estimated value \$1 million or more. The form is required prior to award of the contract. The document can be found at: <https://ethics.wv.gov/SiteCollectionDocuments/Disclosure%20of%20interested%20parties%20form%206-8-18%20fillable.pdf>

L. Insurance Requirements

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

M. License Requirements

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

N. Purchase Order

In the event an award is made pursuant to the RFP, a purchase order, containing any agreement signed by the parties and attachments thereto, including the original RFP and applicable Addenda, and the Vendor's proposal, will be issued. The purchase order constitutes the contract to which the parties are bound. A signed contract or agreement is not binding on the University until the purchase order has been issued.

O. Life of Contract

When applicable a Life of Contract page containing the effective period of the contract, renewal periods, and terms is attached to the agreement.

IV. EVALUATION AND AWARD

Evaluations are not based solely on price. It is the intent of the University to award a purchase order to the Vendor that will provide the best solution to meet the needs of the University. Generally evaluation information specific to the RFP will be contained in the

RFP document. During the course of the evaluation, the University has the right to contact any Vendor to clarify or elaborate on the proposal.

A. Assignment of Points

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

B. Committee

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

C. Cost Evaluation and Resident Vendor Preference:

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

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

D. Disqualification of Bidders

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

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

E. Debarment and Suspension

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

F. Technical Evaluation:

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

G. Presentations

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

H. Contract Approval and Award

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

I. Contract Provisions

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

J. Contract Termination

Marshall University may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. Marshall University shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, MU shall issue the Vendor an order to cease any and all work immediately. MU shall be obligated only for services rendered and accepted prior to the date of the notice of termination. MU shall have the right to terminate the contract upon thirty (30) days written notice to Vendor.

K. Vendor Protests

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

V. TERMS AND CONDITIONS

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

A. Conflict of Interest

Vendor affirms that it, its officers, members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically

inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the University.

B. Prohibition against Gratuities

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

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

C. Certifications Related to Lobbying

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying. Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

D. Changes

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

As soon as possible after receipt of a written change request from Marshall University, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there

is an impact on price with the change requested and provide Marshall University a written statement identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

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

E. Emergency Purchases

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

F. Subsequent Forms

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

G. Antitrust

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

H. Assignment

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

I. Bankruptcy

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

J. Bureau of Employment Programs Regulations

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

K. Compliance with Laws and Regulations

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

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

L. Governing Law

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

M. Indemnification

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

N. Policy Advisements

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

O. Record Retention (Access & Confidentiality)

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

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

P. Subcontracts/Joint Ventures

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

Q. Vendor Relationship

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

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

VI. PAYMENT INFORMATION

A. Funding

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

B. Invoices

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

C. Interest

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

D. Progress Payments

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

E. Credit Card Acceptance

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

F. Purchase Order Procedure

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

LIFE OF THE CONTRACT

LIFE OF CONTRACT: This contract becomes effective on July 1, 2019 and extends for a period of one (1) year or until such reasonable time thereafter as is necessary to obtain a new contract. Such “reasonable time” shall not exceed twelve (12) months upon expiration of one (1) year from the effective date of this contract by giving the Director of Purchasing thirty (30) days written notice.

RENEWAL: This contract may be renewed upon mutual written consent, submitted to the Director of Purchasing thirty (30) days prior to the date of expiration. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to nine (9) successive one (1) year periods.

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

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

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

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

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

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

Attachment A

#	Item	Quantity Required	Unit Price	Total Cost
#0-1	Monthly Guarantee (Rent)	1		-
#0-2	Per Transaction Commission Rate	1		-
#0-3	Non-Bank Transaction Rate	1		-
#0-4	Other - Sponsorships and Contributions	1		-