

Vendor: McGriff Insurance Services, Inc.

Organization Name: Marshall University

Contractor shall provide insurance to Marshall University Athletics in accordance with the terms and conditions contained herein. The carrier's certificate of coverage will be supplied to the University for Exact Coverage Amounts.

1. Plan Installation

- Coordinate the Renewal Process to smoothly transition to other carriers (if applicable)
- Finalize applications, contracts, and policy descriptions
- Verify participation and contribution requirements
- On-site informative benefits presentations and enrollment support
- Assure receipt and accuracy of master contract, booklets, and ID cards
- Ensure schools receive Group Administrator's kit, contracts, and booklets

2. Client Support

- Dedicated point of contact for Marshall University
- Respond to all service requests within 24 hours and assist with escalated claim resolution
- Act as a liaison between the university, carrier, and student/parent
- Ensure timely and fair resolution of claims and billing issues
- Conduct school educational meetings (if needed)
- Coordinate training and assistance for the plan administrator
- Conduct quarterly Account Management meetings (as needed)
- Market coverages and produce proposals which compare options in a clear and concise manner
- Work with carriers to receive and analyze claims data on a monthly basis
- Process enrollments, invoicing and payments through carrier

3. Eligibility: All enrolled student athletes, cheerleaders, dance team, student managers, student trainers, and student coaches of the Policyholder.

4. Coverage: Coverage for the insured includes any type for accident or injury sustained while participating in scheduled intercollegiate athletic events, practices or games.

5. Type: Claims will be paid EXCESS of all other insurance for eligible injuries incurred during the policy period of the related expenses incurred within the benefit period.

6. Carrier: Catlin Insurance Company Incorporated

7. Claim Administrator: Bob McCloskey Insurance & BMI Benefits, LLC. (BMI)

8. AD Plan Claims Administration

Claims will be adjusted by the administrator to the medical maximum limit of insurance. All covered medical expenses will be paid at the reasonable/customary charge, screened for PPO discounts that are then applied to the aggregate deductible. When claims payments have reached the aggregate limit, any additional amounts will be paid by the underwriter's stop-loss policy. Accidental death and dismemberment claims will not be applied toward the aggregate and be paid from first dollar by the underwriter's stop-loss policy.

a. Plan Claims Monies

All monies forwarded for the purpose of claims payments will be placed in a non-interest-bearing account. These monies will only be used for the payment of covered medical expense. Payment of non-covered claims must be requested in writing by the insurance coordinator at the University.

All monies in the claims paying account are the University's and any remaining balance can be refunded to the University after receiving a request in writing. If there are no monies in the fund account, claims will not be paid until monies are deposited into the fund account or the aggregate deductible has been satisfied. The University bears the sole responsibility of funding the aggregate deductible account until the claims reaches the aggregate level.

b. AD Plan Reporting

BMI will provide access to monthly claims reporting and all payments including Administration fees, aggregate, and primary reporting and provider payments.

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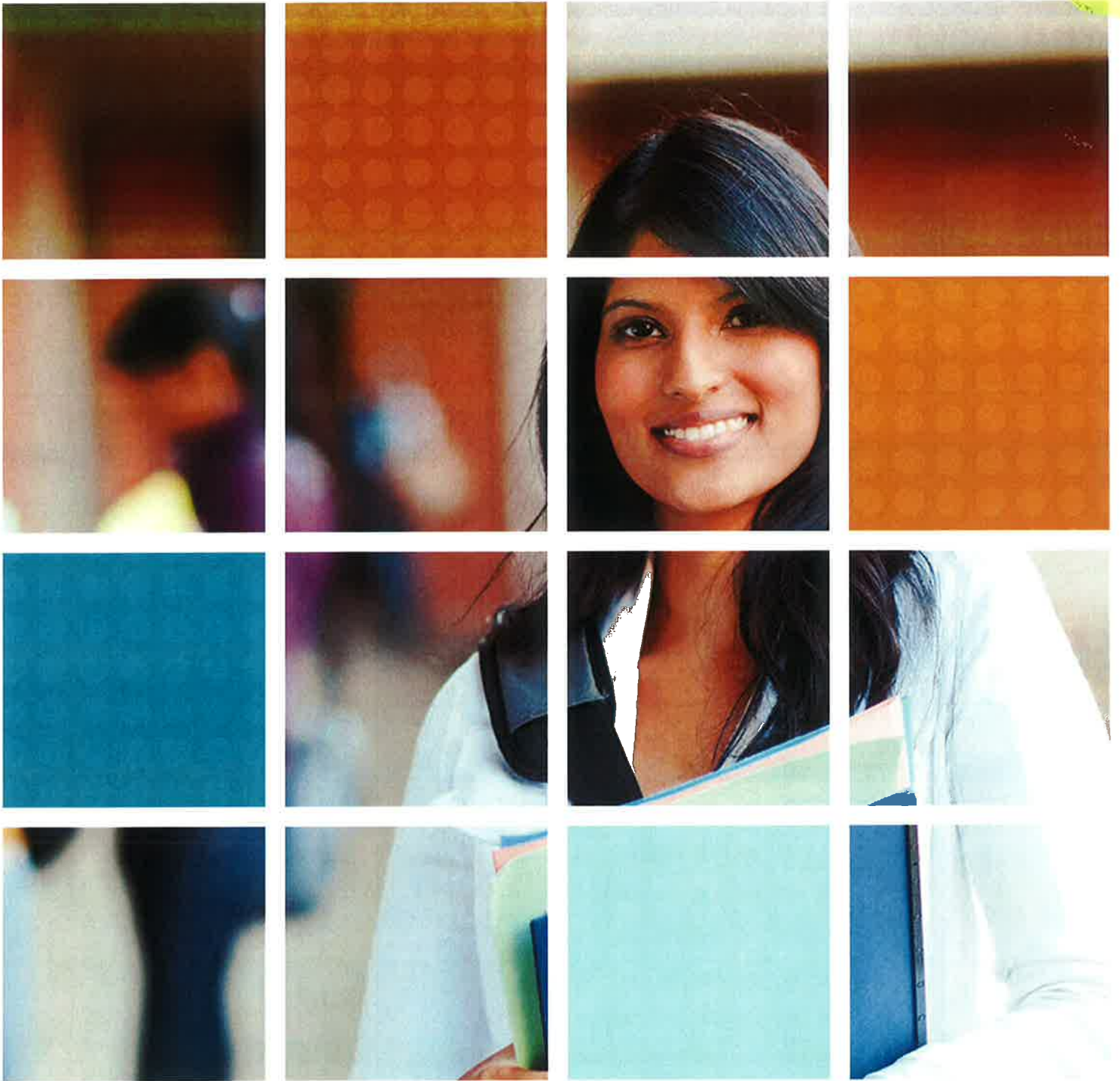
Pricing Page – Option # 3

Option # 3 - 20K

Monthly

Participant	\$154.40
Spouse	\$463.15
Child	\$231.60
Children	\$463.20

- See Geo Blue Benefits “Inbound International Health Plans and Services” for additional pricing information.



Inbound International Health Plans and Services

 Marshall University

Effective Date: 08/01/2020

GeoBlue 
International Health Insurance for Higher Education

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Christine Salmon
Student Sales Representative | GeoBlue
Phone: 267-473-4854
Email: csalmon@geo-blue.com



...because insurance is not enough.

Executive Summary

GeoBlue® combines the largest network in the U.S. and worldwide healthcare expertise to deliver global medical assistance and health benefits that put the health, safety and convenience of world travelers first. GeoBlue's innovative approach opens the door to an elite community of thousands of carefully selected, contracted doctors and hospitals in almost every country in the world. GeoBlue also delivers exceptional service via toll-free multilingual customer support and its proprietary web-based administrative capabilities.

GeoBlue is jointly owned by Bupa, The Blue Cross Blue Shield Association and Select Blue Cross and/or Blue Shield Plans and is the international solution for all Blue Cross and/or Blue Shield Plans.

Health plans that power intellectually curious travelers in every corner of the world

GeoBlue focuses on creating a smooth transition for international students coming into the U.S. for an educational program. Our core strength is service, so we work closely with students to instill confidence that they will be comfortable accessing healthcare.

Provider Network

Inside of the U.S., GeoBlue provides access to the Blue Cross Blue Shield network, which has the largest hospital and physician network in the United States. Representing 96 percent of all U.S. hospitals and 95 percent of all U.S. physicians, this network includes more participating board-certified doctors than any other.

Outside of the U.S., GeoBlue has a highly disciplined process for evaluating and contracting with medical providers that is unparalleled in the international insurance industry. Today, GeoBlue maintains contractual relationships with carefully selected doctors in over 190 countries. Our contracted network receives direct payment from GeoBlue so members will not have to pay and submit a claim.

Extended Relationships

GeoBlue extends its global reach through development of relationships, including those with the Blue Cross Blue Shield network in the U.S. and Bupa outside the U.S., to address compliance, regulatory and network challenges. GeoBlue monitors the global legislative landscape and local requirements and through the extension of Bupa Global's relationships with local insurers we offer and/or facilitate for our clients a locally compliant and registered solution. GeoBlue in combination with Bupa Global is often able to introduce local insurers and/or administrators to solve the most unique client needs. By leveraging our strong relationships we are able to deliver not only compliant local solutions but an extensive global network.

Multilingual Customer Service

The dedicated GeoBlue customer service team is available to assist members with finding providers, accessing care and addressing health concerns. GeoBlue provides support to members in need of expected or unexpected access to quality medical care, second opinions, medical evacuation and repatriation services. This team also assists members with planning for health care needs prior to their arrival in the U.S.

Innovative Technology

GeoBlue's unique online and mobile tools provide members with the resources to manage their healthcare and access the best local doctors, hospitals and resources anywhere in the world. Through the GeoBlue mobile app, members can quickly and conveniently find, access and arrange for GeoBlue to pay directly for care delivered outside the U.S. With the mobile app, proof of coverage is always available to share with providers. Inside the U.S., members can search the BCBS network using convenient online and mobile tools.



Provider Network in the U.S.

The provider network available to members in the U.S. ensures timely and convenient access to quality care.

Contracted Provider Network

GeoBlue members have access to the Blue Cross Blue Shield network, the largest hospital and physician network in the U.S.

The BCBS provider network is available in both metropolitan and rural markets and offers unparalleled breadth, depth, stability, accessibility, and quality. Through this network GeoBlue is able to deliver consistently high quality healthcare benefits wherever members live or travel.

The 95% of doctors and 96% of hospitals participating allow for maximum convenience and flexibility for those in need of healthcare services. This network will bill GeoBlue directly so members don't have to worry about out-of-pocket expenses during care—whether it's inpatient or outpatient.

Driving healthcare quality and affordability

- BCBS is leading the shift from fee-for-service to value-based care, which rewards providers for the quality outcomes of their patients versus volume of services provided.
- Blue Cross Blue Shield companies across the U.S. have developed 570 programs designed to reward providers for better coordinated care, managing the whole patient, and delivering improved health outcomes.
- Each of these value-based programs is tailored to the unique needs of the local community in which it was developed.
- Today these value-based programs impact nearly 230,000 providers caring for over 25 million BCBS members, and these numbers continue to grow.
- Blue Distinction is the BCBS designation given to providers that meet national quality and affordability criteria. The programs, Blue Distinction Specialty Care and Blue Distinction Total Care, provide a credible means to guide members to higher-value care while meeting their quality and cost objectives.



Member Services

GeoBlue provides toll-free, concierge-level, multilingual customer service.

Customer Services

GeoBlue's toll-free, concierge-level, multilingual customer service team is located in our company headquarters in King of Prussia, PA.

Unrivaled Service for Members in Higher Education

GeoBlue is built on a strong foundation of great customer service. From plans designed to meet the needs of international students, to processes that make it easy to find care and file claims, meeting customer needs is our goal.

GeoBlue has a clear knowledge of U.S. healthcare and a deep understanding of the confusion experienced by those who are unfamiliar with it. Our U.S.-based customer service and medical assistance teams are readily available to help international members understand and navigate the U.S. healthcare system. For inbound populations, plan features such as PPO plan designs, deductibles and copays can be confusing, and our expert customer service team helps orient members all along the way.

Our representatives cover many foreign languages, allowing us to discuss coverage and personal health topics with our international members in their native tongue.

Medical Evacuations

GeoBlue plays an active coordination role in all medical evacuations. When a member is in a situation that may require an evacuation, GeoBlue's medical team will work with the doctor responsible for treating the patient to assess the appropriateness of local care.

If it is necessary to transfer the patient, GeoBlue will work with a contracted air ambulance provider. These providers are carefully screened and credentialed, with specific attention paid to safety records. Selection of a specific provider is based on the location of the patient, the patient's medical condition and aircraft availability. If a patient can be transported by commercial airline and requires a medical escort, we arrange for a physician and/or nurse with specific expertise on managing patients during a flight. GeoBlue will also ensure that all transportation logistics are in place, and that re-admission arrangements have been made and secured.

Repatriation

GeoBlue will coordinate the repatriation of mortal remains to any location around the globe. GeoBlue will liaise with local authorities to ensure that all required documentation is issued in a timely manner and coordinate transportation of the remains to the member's home country based on family preferences and in conjunction with the receiving facility.



Online and Mobile Member Tools

With the GeoBlue online and mobile tools, members have convenient access to the best local doctors, hospitals and resources anywhere in the world.



Online and Mobile Member Tools

While in the U.S., students can use GeoBlue's mobile apps and digital tools to locate care, translate medical terms, phrases and medications, and be notified of any health and safety issues.



GeoBlue Mobile App

The GeoBlue app provides members with the most convenient access to the best doctors, hospitals and resources anywhere in the world. The app is available for Apple, Android and Kindle Fire devices and puts the following functions in the hands of the member:

- Find a medication's availability, generic name, and local brand name.
- Translate medical terms and phrases for many symptoms and situations; use the audio feature to play the translation.
- Display an ID Card on a mobile device and email/fax a copy directly to provider's office.

Global Security Intelligence

GeoBlue's unsurpassed online and mobile resources promote personal safety by giving members convenient access to vitally important tools and news:

- Receive daily alerts detailing the latest security and health issues in a specific destination.
- View country or city profiles on crime, terrorism and natural disasters.



Program Administration Tools and Services

GeoBlue strives to make information easily manageable for our clients without adding to the burden of administrative tasks.



Program Administration

Dedicated Account Manager

Each group covered by GeoBlue is assigned a dedicated account manager who will assume and address any issues you encounter related to any special circumstances or additional assistance needed to manage your plan: benefit questions, escalated claims, enrollment, invoicing and renewal inquiries, and fulfillment or website issues. This account manager will support any training and educational initiatives you offer your international students or to the administrators using the web tools.

Invoicing

Invoices can be customized and printed from the advisors site. Schools are invoiced from the submitted rosters. An invoice has a cover sheet that lists the total premium owed and an invoice date. Supporting documentation will include certificate number, name, date of birth, coverage dates, premium amount per person and coverage type. Premiums can be paid by check or credit card up to thirty days after submission of the roster.

Claims Processing

Claims for reimbursement of medical expenses, if not directly billed or for AD&D benefits, would be accompanied by a claim form, available for download from the website or by calling the Customer Service Center. Claims can be paid in any currency legally allowable to be sent from the U.S.

Enrollment

Online rosters are processed the same business day. GeoBlue fulfillment materials are available in print or electronic formats.

ID cards are available on the web immediately following processing of rosters. Documents are also sent through the mail to the destination of your choice.

- **Option 1:** GeoBlue can mail a complete fulfillment package (ID card, certificate, claim forms and privacy policy) to each student individually.
- **Option 2:** GeoBlue can provide the school's plan administrator with the fulfillment package for the administrator to distribute.
- **Option 3:** GeoBlue can send partial fulfillment packages such as the certificate, claim forms and privacy policy to the administrator. The ID cards are sent to each individual enrollee.

Members can access all the tools and services once they are registered online. An electronic copy of their ID card is available through the website and the GeoBlue mobile app.



Benefit Summary

		GeoBlue PREMIER	
Coverages	Limits – Covered Person		
MEDICAL BENEFITS			
Coverage Year Limit	Unlimited		
Coverage Year Deductible	\$100		
Coverage Year Out-of-Pocket Limit Out-of-Pocket Limit means the amount of Reasonable Expenses for which the Covered Person is responsible after which the Insurer pays 100% of the Reasonable Expenses, subject to the limits and provisions of the Certificate.	After the Covered Person reaches a \$5,000 Out-of-Pocket Limit per Coverage Year, the Insurer pays the Reasonable Expenses at 100% and up to the applicable maximums in the Tables 2 and 3. Deductibles, Copayments, and amounts above the maximums do not apply toward the Out-of-Pocket Limit.		
	IN NETWORK LIMITS	OUT OF NETWORK LIMITS ¹	
Physician Office Visits	After the Deductible is satisfied, 90% of the Allowed Amount after \$20 Copayment per visit ²	After the Deductible is satisfied, 70% of the Allowed Amount	
Treatment at an Urgent Care Facility	After the Deductible is satisfied, 90% of the Allowed Amount after \$50 Copayment per visit	After the Deductible is satisfied, 70% of the Allowed Amount	
Hospital and Physician Outpatient Services	After the Deductible is satisfied, 90% of the Allowed Amount after \$50 Copayment per visit	After the Deductible is satisfied, 70% of the Allowed Amount	
Inpatient Hospital Services	After the Deductible is satisfied, 90% of the Allowed Amount after \$50 Copayment per visit	After the Deductible is satisfied, 70% of the Allowed Amount	
Emergency Hospital Services	After the Deductible is satisfied, 90% of the Allowed Amount after \$200 Copayment per visit. If admitted to Hospital, then 100% of Copayment Waived.	After the Deductible is satisfied, 70% of the Allowed Amount	
Benefits listed below are subject to Maximums per Injury and Sickness, Co-Insurance, Out-of- Pocket Maximum and the above listed PPO Plan type limits			
MEDICAL BENEFIT LIMITATIONS			
Medical treatment arising from participation in intercollegiate, interscholastic or club sports	OPTION 1 Allowed Amount up to a \$10,000 Maximum per Period of Coverage. Injuries from participation in intramural sports are covered as any other Injury.	OPTION 2 Allowed Amount up to a \$15,000 Maximum per Period of Coverage. Injuries from participation in intramural sports are covered as any other Injury.	OPTION 3 Allowed Amount up to a \$20,000 Maximum per Period of Coverage. Injuries from participation in intramural sports are covered as any other Injury.
Maternity Care for a Covered Pregnancy	Allowed Amount		
Complications of Pregnancy	Allowed Amount		
Inpatient treatment of mental and nervous disorders including drug or alcohol abuse	Allowed Amount to \$10,000 Maximum per Coverage Year for a maximum period of 30 days per Coverage Year		
Outpatient treatment of mental and nervous disorders including drug or alcohol abuse	Allowed Amount up to \$1,000 Maximum per Coverage Year for a maximum period of 30 visits per Coverage Year		
Treatment of Specified therapies, including acupuncture and Physiotherapy	Allowed Amount up to 20 visits per Coverage Year on an Outpatient basis		
Annual cervical cytology screening for women 18 and older	Allowed Amount		



Benefit Summary

GeoBlue PREMIER	
Low dose mammography screening, one baseline mammogram and one mammogram per year	Allowed Amount
Colorectal cancer screenings	Allowed Amount
Diabetic Supplies/Education	Allowed Amount
Prostate screening tests	Allowed Amount
Diabetic Supplies/Education	Allowed Amount
Child Preventive and Primary Care Services	Allowed Amount
Breast Reconstruction due to Mastectomy	Allowed Amount
Medical treatment of injuries sustained as a result of a covered motor vehicle accident	Allowed Amount
Repairs to sound, natural teeth required due to an Injury	Allowed Amount up to \$500 per Coverage Year maximum
Outpatient prescription drugs including oral contraceptives and devices	Prescription Drug Program with the Copayment stated below. Limited to a 31 day supply for initial fill or refill.
Generic Drugs	All except a \$10 Copayment per prescription
Brand Name Drugs	All except a \$20 Copayment per prescription
Injectables	All except a \$20 Copayment per prescription
OTHER COVERAGES	
Emergency Medical Evacuation	Maximum Benefit up to \$100,000 per Coverage Year
Emergency Family Travel Arrangements	Up to a maximum benefit of \$1,500 for the cost of one economy round-trip air fare ticket to, and the hotel accommodations in, the place of the Hospital Confinement for one (1) person
Repatriation of Mortal Remains	Maximum Benefit up to \$50,000
Accidental Death & Dismemberment	Maximum Benefit: Principal Sum up to \$10,000 for Insured Person; \$5,000 for Spouse; and \$1,000 for Child(ren)
OTHER INCLUDED SERVICES	
Global Assistance Services	Emergency Medical and Travel Assistance services provided, including coordination of all evacuations and repatriations if needed
Pharmacy Discount Card	Prescription drug discounts through a leading pharmacy benefit company with an extensive, nationwide, pharmacy network that offers discounts on prescriptions.
PRE-EXISTING CONDITION LIMITATION ³	The Insurer does pay benefits for loss due to a Preexisting Condition

1. Allowed Amount Calculation for out-of-network charges – 150% of Medicare

2. If there is a charge for visits to, or medical services, treatments and supplies received from, a Recognized Student Health Center for an Injury or a Sickness, benefits for those visits, medical services, treatments and supplies will be paid at 100% of Reasonable Expenses with no Copayment.

3. Pre-Existing Condition means any Injury or Sickness for which a Physician was consulted or for which treatment or a medication was recommended or received up to 6 months prior to the Covered Person's effective date of coverage.



Benefit Summary

Exclusions

1. Expenses incurred in excess of Reasonable Expenses.
2. Services or supplies that the Insurer considers to be Experimental or Investigative.
3. Expenses incurred prior to the beginning of the current Period of Coverage or after the end of the current Period of Coverage except as described in Covered General Medical Expenses and Limitations and Extension of Benefits.
4. Preventative medicines, routine physical examinations, or any other examination where there are no objective indications of impairment in normal health, unless otherwise noted.
5. Services and supplies not Medically Necessary for the diagnosis or treatment of a Sickness or Injury, unless otherwise noted.
6. Surgery for the correction of refractive error and services and prescriptions for eye examinations, eye glasses or contact lenses or hearing aids, except when Medically Necessary for the Treatment of an Injury.
7. Cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance or self-esteem or to treat psychological symptomatology or psychosocial complaints related to one's appearance.
8. Surgical breast reduction, breast augmentation, breast implants or breast prosthetic devices, except as specifically provided for in the Certificate.
9. Expenses incurred for elective treatment or elective surgery except as specifically provided elsewhere in the Certificate and performed while the Certificate is in effect.
10. For diagnostic investigation or medical treatment for reproductive services, infertility, fertility, or for male or female voluntary sterilization procedures, or the reversal male or female voluntary sterilization procedures.
11. Expenses incurred for, or related to sex change surgery.
12. Organ or tissue transplant.
13. Participating in an illegal occupation or committing or attempting to commit a felony.
14. While traveling against the advice of a Physician, while on a waiting list for a specific treatment, or when traveling for the purpose of obtaining medical treatment.
15. The diagnosis or treatment of Congenital Conditions, except for a newborn child insured under the Certificate.
16. Expenses incurred within the Covered Person's Home Country.
17. Treatment to the teeth, gums, jaw or structures directly supporting the teeth, including surgical extraction's of teeth, TMJ dysfunction or skeletal irregularities of one or both jaws including orthognathia and mandibular retrognathia, unless otherwise noted.
18. Expenses incurred in connection with weak, strained or flat feet, corns or calluses.
19. Diagnosis and treatment of acne.
20. Diagnosis and treatment of sleep disorders.
21. Expenses incurred for, or related to, services, treatment, education testing, or training related to learning disabilities or developmental delays.
22. Expenses incurred for the repair or replacement of existing artificial limbs, orthopedic braces, or orthotic devices.
23. Deviated nasal septum, including submucous resection and/or surgical correction, unless treatment is due to or arises from an Injury.
24. Unless specifically provided for elsewhere under the Certificate, the cost of treatment or services that are provided normally without charge by the Member's Student Health Center, covered or provided by the student health fee, rendered by a person employed by the Member, including team Doctor and trainers or any other service performed at no cost.
25. Expenses incurred for any services rendered by a family member or a Covered Person's immediate family or a person who lives in the Covered Person's home.
26. Loss due to an act of war; service in the armed forces of any country or international authority and Participation in a Riot or Civil Commotion.
27. Riding in any aircraft, except as a passenger on a regularly scheduled airline or charter flight.
28. Loss arising from
 - a. participating in any professional sports, contest or competition;
 - b. Racing or speed contests;
 - c. SCUBA diving, sky diving, mountaineering (where ropes or other climbing gear is customarily used), ultra-light aircraft, parasailing, sailplaning/gliders, hang gliding, parachuting, or bungee jumping.
29. Medical Treatment Benefits provision for loss due to or arising from a motor vehicle Accident if the Covered Person operated the vehicle without a proper license in the jurisdiction where the Accident occurred.
30. Under the Accidental Death and Dismemberment provision, for loss of life or dismemberment for or arising from an Accident in the Covered Person's Home Country.
31. Inpatient room and board charges in connection with a Hospital stay primarily for diagnostic tests which could have been performed safely on an outpatient basis.
32. Orthopedic shoes (except when joined to braces) or shoe inserts, including orthotics.
33. Routine hearing tests except as provided under Preventive and Primary Care.
34. Expense covered under any Other Plan.
35. To the extent that such payments would be prohibited by law.



Rate Quote

Name of Sponsoring Organization: MARSHALL UNIVERSITY

Covered population(s): International Students

Under this Program, the coverages and benefits listed in the proposal dated 06/26/2020, will be effective on 08/01/2020. The Program fees provided are valid through 07/31/2021, as long as both parties sign this proposal within 60 days of the date on which it was created. For coverage details, please see the benefits section of this proposal. At the end of the coverage period, GeoBlue will notify Marshall University of the next policy period's rates. If Marshall University would like to terminate the plan, it must provide written notice and a reason for cancellation to GeoBlue.

The Program Fees for these plans are:

Option 1 <input type="checkbox"/>		Option 2 <input type="checkbox"/>		Option 3 <input checked="" type="checkbox"/>	
GeoBlue Student Premier Plan		GeoBlue Student Premier Plan		GeoBlue Student Premier Plan	
10K	Monthly	15K	Monthly	20K	Monthly
Participant	\$ 146.85	Participant	\$ 150.60	Participant	\$ 154.40
Spouse	\$ 440.50	Spouse	\$ 451.80	Spouse	\$ 463.15
Child	\$ 220.25	Child	\$ 225.90	Child	\$ 231.60
Children	\$ 440.50	Children	\$ 451.80	Children	\$ 463.20

*Please select the plan to implement for your group.
Waiver Requirements - Mandatory No Waiver

The coverage referenced herein shall be issued through certificates issued under a master policy of insurance (the "Master Policy") issued by 4 Ever Life International Limited, a Bermuda insurance company and an independent licensee of the Blue Cross Blue Shield Association. Coverage under the Master Policy is provided to the Global Citizens Association ("GCA"), for the exclusive benefit of its members and their participants, on a surplus lines basis, under the laws of Washington, D.C. Membership in the GCA is a necessary condition to the coverage referenced herein; your GCA Program fee identified above includes insurance premium and all other charges. Additional information about the GCA, expenses and other member benefits can be viewed on the GCA's website - www.gcassociation.org. As this is surplus lines coverage, the plan may not be required to comply with every state's insurance regulations governing admitted insurers, including guarantee fund requirements. The coverage is not qualifying health coverage ("Minimum Essential Coverage") for purposes of satisfying the health coverage requirement of the Affordable Care Act. If you are required by law to maintain Minimum Essential Coverage, you could owe additional federal tax.

The Organization named above accepts membership in the GCA and the Program fees outlined in this Proposal.

Accepted By:	David Steele	Date:	8/13/20
Signature:			
Contact Information:	Address:	Marshall Athletics, PO Box 1360	
	City, State, Zip Code	Huntington, West Virginia 25715-1360	
	E-mail Address:	stele@marshall.edu	Phone #: 304-696-2483

GeoBlue is dedicated to providing the highest level of service in the industry. We understand your selection of a medical insurance partner is a critical decision and we appreciate the opportunity to work with you to provide the best health plans and services to your participants.

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New Group Setup Form

Please confirm the legal name of the school for use on contracts and policy documents: Marshall University

Primary Group Contact Information:

- Please provide primary contact for the sub-group/university/college

Name: DAVID STEEBE
 Address: MARSHALL ATHLETICS P.O. BOX 1360
 Email: steebe@marshall.edu
 Telephone: 304-696-2463

Would you like to sign up for our quarterly newsletter? Yes / No

Contact for Invoicing:

Name: DAWN KIRTNER
 Address: MARSHALL ATHLETICS P.O. BOX 1360
 Email: DAWN.KIRTNER@marshall.edu
 Invoices can be accessed online via your GeoBlue Administrative portal. Would you like email notifications for invoices? Yes / No
HUNTINGTON, WV 25715-1360

Contact for Fulfillment:

Name: Chris Lapole
 Address: MARSHALL ATHLETICS P.O. BOX 1360
 Email: lapolec@marshall.edu
HUNTINGTON, WV 25715-1360

ID Card Fulfillment:

Members can conveniently view, fax or email their ID card through our mobile app under, "Eligibility." Members can also access an electronic copy of the ID card on the Member Hub, at www.geobluesstudents.com. The electronic copy of the ID card includes all the same information as the plastic copy and is still valid at providers' offices.

Does this group require mailed physical ID cards? Yes / No

If Yes: Please designate where you would like the ID card to be sent: School's Fulfillment Contact / Member Home Address

Policy Document Fulfillment:

The "Plan Information" tab on the GeoBlue Admin and Student website will show the Certificate, Member guide, and Administrative guide once uploaded.

- Do you require hard copies? Yes / No If hard copies are required, please provide requested quantities:

Certificate: ✓
 Member Guide: ✓
 Admin Guide: ✓

Enrollment Contact:

Please provide the enrollment contact for the sub-group/university/college

Name: Brady Mangus
 Address: MARSHALL ATHLETICS P.O. BOX 1360
 Email: mangus7@marshall.edu
 Telephone: 304-696-6383
 Full Access

HUNTINGTON, WV 25715-1360

MARSHALL UNIVERSITY

GENERAL TERMS AND CONDITIONS

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document constitutes acceptance of this contract (the Contract) made by and between Marshall University (University or Marshall) and the Vendor. Vendor's signature to the Contract signifies Vendor's agreement to be bound by and accept the terms and conditions contained in the Contract. Therefore, the parties agree that the following contractual terms and conditions are dominate over any competing terms made a part of the Contract. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THESE GENERAL TERMS AND CONDITIONS, THESE GENERAL TERMS AND CONDITIONS SHALL CONTROL**

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications, if applicable, included with the Solicitation/Contract.

2.1 "Award Document" means the document that identifies the Vendor as the Contract holder when signed by the Vendor and Marshall University's Office of Purchasing and, when necessary, approved as to form by the Attorney General.

2.2 "Bid" or "Proposal" means the Vendor's verbal bid or written bid provided in response to a solicitation by the University.

2.3 "Board" means the Governing Board of Marshall University.

2.4 "Buyer" means an individual designated by a Chief Procurement Officer to perform designated purchasing and acquisition functions as authorized by the Chief Procurement Officer.

2.5 "Chief Procurement Officer" means the individual designated by the President of Marshall University to manage, oversee and direct the purchasing and acquisition of supplies, equipment, services, and printing for the University.

2.6 "Contract" means the binding agreement that is entered between the University and the Vendor to provide requested goods and/or services requested in the Solicitation.

2.7 "Governing Board" means the Marshall University Board of Governors as provided for in the West Virginia state code.

2.8 "Higher Education Institution" means an institution as defined by Sections 401(f), (g) and (h) of the federal Higher Education Facilities Act of 1963, as amended.

2.9 "Office of Purchasing" means the section within Marshall University headed by the Chief Procurement Officer and its personnel.

December 2, 2019

Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.

- Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.
- Fixed Period Contract:** The Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____.
- Fixed Period Contract with Renewals:** The Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract must be completed within _____ days. Upon completion, the Vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ successive one-year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total.
- One-Time Purchase:** The term of the Contract shall run from the issuance of the Award Document until all the goods contracted for have been delivered, but in no event, will the Contract extend for more than one fiscal year.
- Other:** See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of the Contract immediately upon receiving notice to proceed unless otherwise instructed by the University. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under the Contract shall be determined in accordance with the category that has been identified as applicable to the Contract below.

- Open End Contract:** Quantities stated in the solicitation are approximations only, based on estimates supplied by the University. It is understood and agreed that the Contract shall cover the quantities ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

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- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One-Time Purchase:** The Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under the Contract without an appropriate change order approved by the Vendor, University, and/or when necessary, the Attorney General's office.

6. EMERGENCY PURCHASES: The Chief Procurement Officer may suspend the use of a university wide mandatory contract (the University's Office of Purchasing has created standard specifications that are establish University wide contracts for commonly used commodities and services that are needed on a repetitive basis), or the competitive bidding process to allow a Department to purchase goods or services in the open market if 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, provided that a required University emergency purchase with another vendor does not cause a breach of contract.

7. REQUIRED DOCUMENTS: All the items checked below must be provided to the University by the Vendor as specified below.

- BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Marshall University Office of Purchasing Office prior to Contract award.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be received by the Marshall University Office of Purchasing Office prior to Contract award.
- MAINTENANCE BOND:** The successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and received by the Marshall University Office of Purchasing Office prior to Contract award.
- LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the University.
-
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INSERT ADDITIONAL CONDITIONS BELOW:

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications prior to Contract award regardless whether that requirement is listed above.

8. INSURANCE: The Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the University with proof that the insurance mandated herein has been continued. Vendor must also provide with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of the contract. The Vendor shall also furnish proof of any additional insurance requirements prior to the Contract award regardless of whether that insurance requirement is listed in this section.

Any provisions requiring the University to maintain any type of insurance for either of its or the Vendors benefit is deleted.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000 per occurrence and an aggregate of \$5,000,000.

Automobile Liability Insurance in at least an amount of: _____ per occurrence and an aggregate of _____.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence and an aggregate of _____.

Commercial Crime and Third-Party Fidelity Insurance in an amount of: _____ per occurrence and an aggregate of _____.

Cyber Liability Insurance in an amount of: _____ per occurrence and an aggregate of _____. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in performance of the Contract and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.
_____ per occurrence and an aggregate of _____.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the University's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

11. ACCEPTANCE: Vendor's signature on the certification and signature page, constitutes an offer to the University that cannot be unilaterally withdrawn, signifies that the product or service proposed by Vendor meets the mandatory requirements for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions unless otherwise indicated.

12. STATUTE OF LIMITATIONS - Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.

13. PRICING/BEST PRICE GUARANTEE: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation by the University. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the University and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

15. PAYMENT METHODS: The Vendor must accept payment by electronic funds transfer or P-Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's P-Card or by electronic funds transfer as payment for all goods and services for the reason(s) stated below:

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16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract. Any references contained in the Contract, Vendor's bid, or in any American Institute of Architects documents obligating the University to pay to compensate Vendor, in whole or in part, for lost profit, pay a termination fee, pay liquidated damages if the Contract is terminated early, seeking to accelerate payments in the event of Contract termination, default, or non-funding, costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is hereby deleted. Any language imposing and interest or charges due to late payment is deleted.

17. FEES OR COSTS: Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

18. RISK SHIFTING: Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

19. LIMITING LIABILITY: Any language limiting the Vendor's liability for direct damages is deleted.

20. TAXES: The Vendor shall pay any applicable sales, use, personal property or other taxes arising out of the Contract and the transactions contemplated hereby. The University is exempt from federal and state taxes and will not pay or reimburse such taxes. The University will, upon request, provide a tax-exempt certificate to confirm its tax-exempt status.

21. FISCAL YEAR FUNDING: The Contract shall continue for the term stated herein, contingent upon funds being appropriated by the WV Legislature or otherwise being made available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the University may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

22. CANCELLATION/RIGHT TO TERMINATE: The University reserves the right to cancel/terminate the Contract immediately upon written notice to the Vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The University may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor. In the event of early cancellation, the University agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

In the event that a vendor fails to honor any contractual term or condition, the Chief Procurement Officer may cancel the contract and re-award the contract to the next lowest responsible and responsive bidder in accordance with the Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, section 7.4.1

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Any language seeking to accelerate payments in the event of Contract termination, default or non-funding is hereby deleted.

23. RIGHT OF FIRST REFUSAL Any language seeking to give the Vendor a Right of First Refusal is hereby deleted.

24. DISPUTES – Any language binding the University to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the University shall be brought in the West Virginia Legislative Claims Commission. Other causes of action must be brought in the West Virginia Court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

25. TIME: Time is of the essence with regard to all matters of time and performance in the Contract.

26. DELIVERY -All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.

27. APPLICABLE LAW: The Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, W. Va. Code or Marshall University Board of Governors Policy No. FA-9 Purchasing Policy is void and of no effect. Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia

28. COMPLIANCE WITH GOVERNING LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that, as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

29. ARBITRATION: Any references made to arbitration contained in the Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to the Contract are hereby deleted, void, and of no effect.

30. MODIFICATIONS: Notwithstanding anything contained in the Contract to the contrary, no modification of the Contract shall be binding without mutual written consent of the University, and the Vendor.

31. AMENDMENTS - The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

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32. NO WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of the Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

Any provisions requiring the University to waive any rights, claims or defenses is hereby deleted.

33. SUBSEQUENT FORMS: The terms and conditions contained in the 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.

34. ASSIGNMENT: Neither the 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 or office that may be required to approve such assignments.

The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.

35. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by the Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the University; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

36. UNIVERSITY EMPLOYEES: University employees are not permitted to utilize the Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

37. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the University, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the University's policies, procedures, and rules.

Proposals are NOT to be marked as confidential or proprietary Any Provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W.Va. Code §29B-1-1, et. seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the University's sole discretion. The University shall not be liable in any way for disclosure of any such records

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Any provisions regarding confidentiality of or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

38. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §18B-5-4 and the Freedom of Information Act in W.Va. Code Chapter 29B.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL,
CONTAINING A TRADE SECRET(S), OR IS OTHERWISE NOT SUBJECT TO
PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Marshall University Office of Purchasing constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document.

39. LICENSING: Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local University of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state University or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the University to verify that the Vendor is licensed and in good standing with the above entities.

40. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from Marshall University, the Vendor agrees to convey, sell, assign, or transfer to the University 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 Marshall University. Such assignment shall be made and become effective at the time the University tenders the initial payment to Vendor.

41. THIRD-PARTY SOFTWARE: If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.

42. RIGHT TO REPOSSESSION NOTICE: Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.

43. VENDOR CERTIFICATIONS: By signing its bid or entering into the Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that the Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity

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that could be considered a violation of law; and (4) that it has reviewed the Contract in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the University. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with the all State agencies as required.

44. VENDOR RELATIONSHIP: The relationship of the Vendor to the University shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the University for any purpose 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, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and 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.

45. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the University, their 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, and hour laws.

46. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §18B-5-5 and §5A-3-18 the University is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Marshall University Office of Purchasing affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

47. WEST VIRGINIA DRUG-FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Alcohol and Drug-Free Workplace Act requires public improvement contractors to have and implement a drug-free workplace policy that requires drug and alcohol testing. This act is applicable to any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract for which the value of contract is over \$100,000. No public authority may award a public improvement contract which is to be let to bid to a contractor unless the terms of the contract require the

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contractor and its subcontractors to implement and maintain a written drug-free workplace policy and the contractor and its subcontractors provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free workplace policy.

48. DISCLOSURE OF INTERESTED PARTIES A state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1,000,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract.

49. CONFLICT OF INTEREST: Vendor, its officers, members, or employees shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the University.

50. MARSHALL UNIVERSITY'S INFORMATION TECHNOLOGY SERVICES AND SUPPORT DEPARTMENT (IT) FEES: If a vendor requires services through the Marshall University's IT Department, they must reimburse the University at the IT Rate Schedule which is located at: <https://www.marshall.edu/it/rates/>.

51. PUBLICITY: Vendor shall not, in any way or in any form, publicize or advertise the fact that Vendor is supplying goods or services to the University without the express written consent of the Marshall University Communications Department. Requests should be sent to ucomm@marshall.edu.

52. UNIVERSITY MARKS: Vendor shall not, in any way or in any form use the University's trademarks or other intellectual property without the express written consent of the Marshall University Communications Department. Requests should be sent to ucomm@marshall.edu.

53. INTELLECTUAL PROPERTY: The University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising out of the agreement, and Vendor will execute any assignments of other documents necessary for the University to perfect such rights, provided that, for research collaboration pursuant to subcontracts under sponsored research agreements, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such intellectual property terms to apply to subcontractors.

54. FERPA: Vendor agrees to abide by the Family Education Rights and Privacy Act of 1974 ("FERPA). To the extent that Vendor receives personally identifiable information from education records as defined in (FERPA), Vendor agrees to abide by the limitations on re-disclosure set forth in which states that the officers, employees and agents of a party that receives education record information from Marshall may use the information, but only for the purposes for which the disclosure was made.

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55. REPORTS: Vendor shall provide the University with the following reports identified by a checked box below:

- Such reports as the University may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by University, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by University.

56. PREFERENCE FOR THE USE OF DOMESTIC STEEL PRODUCTS IN STATE CONTRACT PROJECTS: Pursuant to W.Va. Code §5A-3-56, (a)(1) Except when authorized pursuant to the provisions of subsection (b) of this section, no contractor may use or supply steel products for a state contract project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W.Va. Code §5A-3-56. As used in this section (2):

(A) "State contract project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of any materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after the effective date of this section on or after June 6, 2001.

(B) "Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made by the open hearth, basic oxygen, electric furnace, bessemer or other steel making process.

(b) Notwithstanding any provision of subsection (a) of this section to the contrary, the Director of the West Virginia Department of Administration, Purchasing Division ("Director of the Purchasing Division") may, in writing, authorize the use of foreign steel products if:

(1) The cost for each contract item used does not exceed one tenth of one percent of the total contract cost or \$2,500, whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

(2) The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

57. PREFERENCE FOR DOMESTIC ALUMINUM, GLASS AND STEEL PRODUCTS:

In Accordance with W. Va. Code § 5-19-1 et seq.,

(a) Every state spending unit, as defined in chapter five-a, shall require that every contract or subcontract for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works contain a provision that, if any aluminum, glass or steel products are to be supplied in the performance of the contract, or subcontract, only domestic aluminum, glass or steel products shall be supplied unless the spending officer, as defined in chapter five-a, determines, in writing, after the receipt of offers or bids, that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest or that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements: Provided,

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That this article applies to any public works contract awarded in an amount more than \$50,000, and with regard to steel only, this article applies to any public works contract awarded in an amount more than \$50,000 or requiring more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

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DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to the Contract.

Gail Gray, Account Executive - Educational Risk Specialist

(Name, Title)

Gail Gray, Account Executive - Educational Risk Specialist

(Printed Name and Title)

47 Airpark Court, Greenville, SC 29607

(Address)

864.672.1345

1.888.751.3014

(Phone Number)

(Fax Number)

Gail.Gray@McGriffInsurance.com

(Email Address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through BONFIRE, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to Marshall University that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the Vendor in a contractual relationship; and that to the best of my knowledge, the Vendor will properly register with the WV Purchasing Division and Marshall University.

McGriff Insurance Services, Inc.

(Company)

Dan Nunnery

Digitally signed by Dan Nunnery
DN: cn=Dan Nunnery, ou=McGriff Insurance Services, postalAddress=, email=DNunnery@McGriffInsurance.com, c=US
Date: 2020.08.10 09:36:59 -0400

(Authorized Signature)

Dan Nunnery, Sr. Vice President, Educational Risk

(Printed Name and Title of Authorized Representative)

8/10/2020

(Date)


864.442.4005

888.751.3016

(Phone Number)

(Fax Number)

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Request for Proposal	 Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2599	Proposal # MU20INTATHINS No. 01
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Vendor	Phone:	For Information Contact: Michelle Wheeler 304-696-2727 wheelersha@marshall.edu and purchasing@marshall.edu
FEIN/SSN:		

Sealed requests for proposals furnishing services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE PROPOSAL WILL BE SUBMITTED IN BONFIRE ON OR BEFORE THE DATE AND TIME SHOWN FOR THE PROPOSAL OPENING. 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 06/23/2020	MANDATORY PRE-BID MEETING N/A	DEPARTMENT REQUISITION NO. MU20INTATHINS	Proposals Open: 3:00 p.m., LPT on July 2, 2020	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
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Item #	Quantity	Description	Unit Price	Extended Price
		<u>ADDENDUM No. 01</u> Project Name: MU20INTATHINS International Student-Athletes Intercollegiate Sports Health Insurance The purpose of Addendum No. 01 is to respond to vendors' technical questions and to provide a link to the virtual bid opening that will be held on July 2, 2020, at 3:00 p.m., LPT		

To the Purchasing Department, **Total**

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

Bidder guarantees shipment from _____
_____ within _____ days
FOB _____ After receipt of order at address shown
Terms _____

Bidder's name Vendor McGriff Insurance Services, Inc.
Signed By 
Typed Name Dan R. Nunnery
Title Sr. Vice President, Educational Risk
Street Address 417 East First Avenue
City/State/Zip Easley / SC / 29640
Date July 1, 2020 Phone 864.442.4005
Fein 56-1623293

REQUEST FOR PROPOSAL
MU20INTATHINS – Department of Athletics
International Student-Athletes Intercollegiate Sports Health Insurance

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State Department that may require registration.

McGriff Insurance Services, Inc.
(Company)

Dan R. Nunnery / Sr. Vice President, Educational Risk
(Representative Name, Title)



Phone: 864.442.4005 / Fax: 888.751.3016
(Contact Phone/Fax Number)

July 1, 2020
(Date)



Department of Athletics
International Student-Athletes
Intercollegiate Sports Health Insurance
MU20INTATHINS - TECHNICAL PROPOSAL

Marshall University
1 John Marshall Drive
Huntington, WV 25755



Dan Nunnery
Sr. Vice President of Education Risk
McGriff Insurance Services, Inc.
417 East First Avenue
Easley, SC 29640
DNunnery@McGriffInsurance.com
Phone: 864.442.4005
Toll Free: 800.948.3486
Fax: 888.751.3016

Matt D'Antoni
Vice President
McGriff Insurance Services
1359 21st Avenue North, Suite 105
Myrtle Beach, SC 29577
MDAntoni@mcgriffinsurance.com
843.213.2621

Signature:  Date: 7/1/2020

Marshall University

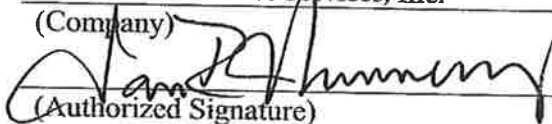
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RESPONSE TO	TOPIC	PAGE(S)
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DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to the Contract.

Dan R. Nunnery, Sr. Vice President, Educational Risk
(Name, Title)
Dan R. Nunnery, Sr. Vice President, Educational Risk
(Printed Name and Title)
417 East First Avenue, Easley, SC 29640
(Address)
864-442-4005 888-751-3016
(Phone Number) (Fax Number)
DNunnery@McGriffInsurance.com
(Email Address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through BONFIRE, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to Marshall University that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the Vendor in a contractual relationship; and that to the best of my knowledge, the Vendor will properly register with the WV Purchasing Division and Marshall University.

McGriff Insurance Services, Inc.
(Company)

(Authorized Signature)

Dan R. Nunnery, Sr. Vice President, Educational Risk
(Printed Name and Title of Authorized Representative)

July 1, 2020
(Date)

864-442-4005 888-751-3016
(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT
FORM SOLICITATION NO 1**

Addendum No. 01 MU20INTATHINS - International Student-Athletes Intercollegiate
Sports Health Insurance

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any University personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

McGriff Insurance Services, Inc.

Company

Authorized Signature

July 1, 2020

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: McGriff Insurance Services, Inc.

Authorized Signature:  Date: 7/01/2020

State of South Carolina

County of Easley, to-wit:

Taken, subscribed, and sworn to before me this 25 day of June, 2020.

My Commission expires August 17, 2020.

AFFIX SEAL HERE

NOTARY PUBLIC



Purchasing Affidavit (Revised 01/19/2018)
9

State of West Virginia
Agent License

License No: 5626229 NPN: 5626229

DANIEL R. NUNNERY

LICENSE TYPE	LINES OF AUTHORITY	LOA EFFECTIVE DATE	LICENSE EXPIRATION DATE
Insurance Producer	Life Accident & Sickness	11/16/2012 11/16/2012	12/31/2020



DANIEL R. NUNNERY
102 MEDINAH DR
EASLEY SC 29642-3126

State of West Virginia

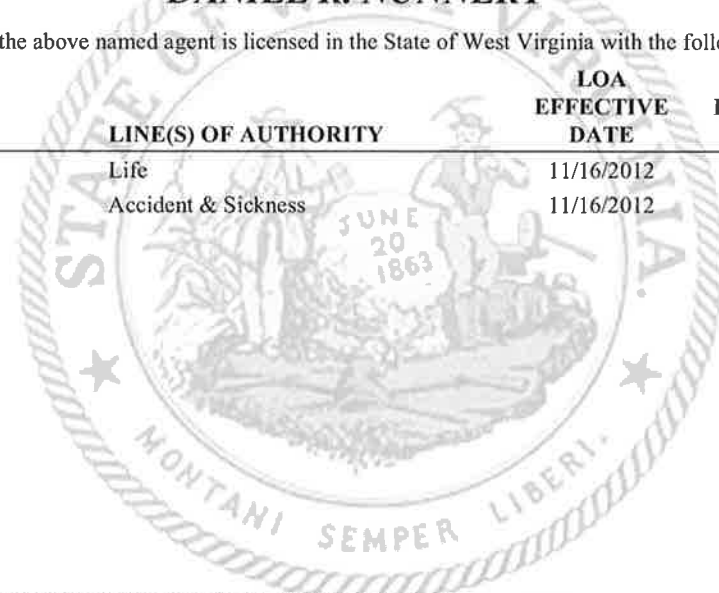
License No: 5626229 NPN: 5626229

Agent License

DANIEL R. NUNNERY

This is to certify that the above named agent is licensed in the State of West Virginia with the following authority(ies):

LICENSE TYPE	LINE(S) OF AUTHORITY	LOA EFFECTIVE DATE	LICENSE EXPIRATION DATE
Insurance Producer	Life Accident & Sickness	11/16/2012 11/16/2012	12/31/2020



Please visit sbs-wv.naic.org/Lion-Web/jsp/sbsreports/AgentLookup.jsp for the current status of this license.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/7/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services Inc. 301 College Street, Suite 208 Asheville NC 28801	CONTACT NAME: Karen Wray PHONE (A/C, No, Ext): 501-661-4973 E-MAIL ADDRESS: CertificateRequests@bbandt.com FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B : Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER C : National Union Fire Ins Co of Pitt. PA</td> <td>19445</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Company	19682	INSURER B : Twin City Fire Insurance Company	29459	INSURER C : National Union Fire Ins Co of Pitt. PA	19445	INSURER D :		INSURER E :		INSURER F :
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INSURER D :														
INSURER E :														
INSURER F :														
INSURED 09TRUPC Truist Financial Corp. & Subsidiaries c/o McGriff Insurance Services 301 College Street, Suite 208 Asheville NC 28801														

COVERAGES

CERTIFICATE NUMBER: 329236288

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			22CSES70002	12/6/2019	5/1/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			22CSES70003	12/6/2019	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			28295320	12/6/2019	5/1/2021	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
A B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	22WNS70000 22WBR70001	12/6/2019 12/6/2019	5/1/2021 5/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

22WNS70000 - Workers Compensation (Various Writing Company Names within the Hartford Fire Insurance Group apply based on the state of employment)
 --- 22WBR70001 - Workers Compensation for Wisconsin ONLY

FUTURE RENEWAL CERTIFICATES SHOULD BE OBTAINED BY ACCESSING THE FOLLOWING WEBSITE (www.mcgriffinsurance.com/truisteoi)

NOTE: The website is case sensitive so be sure to use all lower case letters when typing the web address.

RFP: MU20INTATHINS Marshall University Department of Athletics International Student-Athletes Intercollegiate Sports Health Insurance

CERTIFICATE HOLDER

Marshall University Office of
 Purchasing Old Main 125
 Attn: Michelle Wheeler
 One John Marshall Dr.
 Huntington WV 25755

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Nila S. Swink

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Office of Purchasing

Re: Letter of Intent to Purchase

Date: August 5, 2020

RFP: MU20INTATHINS
International Student-Athlete Health Coverage

Dear Ms. Gray,

This letter of intent will serve as notification that Marshall University agrees to procure your services for Marshall University's International Student-Athlete Health Coverage as provided in the RFP response dated July 2, 2020, signed by Dan R. Nunnery, Sr. Vice President, Educational Risk.

Purchasing is currently working with Athletics to get a purchase order issued for the services specified in this RFP response. This intent to purchase letter precedes a purchase order contract documents that will be sent when it becomes available.

Mr. David Steele will contact you to begin the service.

Sincerely,

Michelle Wheeler, Associate Director of Purchasing

Cc David Steele, Athletic Director, Athletics

Dawn Kirtner, Accountant, Athletics
Angela White Negley, Director of Purchasing/CPO
Purchasing File

WE ARE... MARSHALL.

One John Marshall Drive • Huntington, West Virginia 25755-4100 • Tel 304/696-2821
A State University of West Virginia • An Affirmative Action/Equal Opportunity Employer

UC Defaulted Accounts Search Results

Sorry, no records matching your criteria were found.

FEIN: 561623293
Business name: MCGRIFF INSURANCE SERVICES INC.
Doing business
as/Trading as:

Please use your browsers back button to try again.

WorkforceWV	Unemployment Compensation	Offices of the Insurance Commissioner
-----------------------------	---	---



Office of Purchasing
One John Marshall Drive
Huntington, West Virginia 25755-4100
304/696-3157

MEMORANDUM

TO: David Steele Director, Assoc. Athletic Director, Asst. Ad Finance
FROM: Michelle Wheeler, Associate Purchasing Director
DATE: 8/5/2020
RE: Review of Cost Bids Received on MU20INTATHINS

The offer from McGriff is the sole qualified proposal for International Student Athlete Health Coverage. If this offer meets the minimum specifications and is acceptable, please sign, date, and return this form to Purchasing.

Four submissions were received, McGriff, IFS, Health Protection and Bordon Periman. McGriff was the sole vendor whose technical proposal met the minimum technical score of 49 points and will receive the 30 point cost assignment.

Please advise Purchasing of the selected option(s) below.

Thank you.

McGriff	Option 1 (10K) Rates					Selection X
#1-1	Participant	1	\$ 1,762.20	\$ 146.85	\$ 1,762.20	
#1-2	Spouse	1	\$ 5,286.00	\$ 440.50	\$ 5,286.00	
#1-3	Each Child	1	\$ 2,643.00	\$ 220.25	\$ 2,643.00	
Option 2 (15K) Rates						
#2-1	Participant	1	\$ 1,807.20	\$ 150.60	\$ 1,807.20	
#2-2	Spouse	1	\$ 5,421.60	\$ 451.80	\$ 5,421.60	
#2-3	Each Child	1	\$ 2,710.80	\$ 225.90	\$ 2,710.80	
Option 3 (20K) Rates						
#3-1	Participant	1	\$ 1,852.80	\$ 154.40	\$ 1,852.80	X
#3-2	Spouse	1	\$ 5,557.80	\$ 463.15	\$ 5,557.80	
#3-3	Each Child	1	\$ 2,779.20	\$ 231.60	\$ 2,779.20	

Signature

Date

8/5/2020

MEMORANDUM

DATE: July 31, 2020

TO: Michelle Wheeler
Associate Director of Purchasing

FROM: David Steele 
Evaluation Committee Chairman

RE: **Technical Scoring**
MU20INTATHINS Marshall University's International Student-Athletes Insurance

The Evaluation Committee has completed the technical evaluation for the proposal received for the above referenced RFP and has reached a consensus decision on the technical scoring of the proposal.

The proposal received the following technical scores out of 70 possible points:


McGriff	64/70
Insurance for Students	23/70
Borden Perlman	28/70
Health Protection	13/70

A detailed explanation of the technical score is attached.

Approved.




Chairperson
David Steele, Assoc. Athletic Director,
Marshall University Athletics



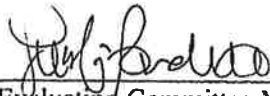
Evaluating Committee Member
Dawn Kirtner, Accountant, Marshall University
Athletics



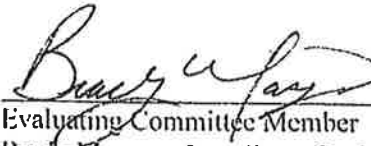
Evaluating Committee Member
Beatrice Crane, Associate Athletic Director,
Marshall University



Evaluating Committee Member
Brandi Anders, Assistant Athletic Trainer,
Marshall University



Evaluating Committee Member
Lesli Burdett, AD of Admissions for International
Students, Marshall University



Evaluating Committee Member
Brady Mangus, Compliance ^{AD} ~~Graduate Assistant~~,
Marshall Athletics Compliance

Vendor	Scoring Categories	Total Allowable Points	Category	Deductions	Page	Section	Explanation
McGriff	Agent must provide coverage as indicated in the benefit chart Attachment B.	10	Mandatory Requirements		27	Section 4 Subsection 4.2.2 Item 4.2.2.1	
McGriff	Agent's carriers must demonstrate experience in athletic insurance coverage for a minimum period of time not less than five (5) years.	10	Qualification and Experience		27	Section 4 Subsection 4.2.2 Item 4.2.2.2	
McGriff	Agent's carrier(s) for this coverage shall possess, as a minimum, and "A.M. BEST" rating of "A" or higher, as reported by the same for the published year of 2018/2019. Written evidence certifying this rating shall be submitted with proposals and authenticated by the rating service.	5	Qualification and Experience		27	Section 4 Subsection 4.2.2 Item 4.2.2.3	
McGriff	Agent's carrier(s) shall demonstrate knowledge of athletic medical expenses and history of claims payments for University Athletic Departments.	15	Mandatory Requirements		27	Section 4 Subsection 4.2.2 Item 4.2.2.4	
McGriff	Disclosure of the Management firm that will be associated with the carrier shall be submitted at the time of proposal submission.	3	Mandatory Requirements		27	Section 4 Subsection 4.2.2 Item 4.2.2.5	
McGriff	Agency shall provide references for five (5) current University accounts, of similar size and configuration to that of Marshall University. References may be contacted to confirm the Bidders abilities and qualifications as stated in the Bidder's response. The University may perform due diligence by contacting any applicable business reference. The University reserves the right to disqualify any Bidder whose references do not support their stated claim of qualifications in their response.	15	Qualification and Experience	4	27/28	Section 4 Subsection 4.2.2 Item 4.2.2.6	References provided not all of similar size and configuration to Marshall
McGriff	Demonstrate claims payments will be made within 10 business days of receiving documents required for processing	5	Mandatory Requirements	2	28	Section 4 Subsection 4.2.2 Item 4.2.2.7	Indicated payments would be made 90% of the time in 10 days
McGriff	Proof of financial position sufficient to provide required insurance and services.	2	Mandatory Requirements		28	Section 4 Subsection 4.2.2 Item 4.2.2.8	
McGriff	Students <i>must be</i> able to purchase this policy directly from the vendor if needed.	5	Mandatory Requirements		28	Section 4 Subsection 4.2.2 Item 4.2.2.9	
TOTAL DEDUCTIONS				6		TOTAL SCORE	64

Committee Member

Date

Signature

Beatrice Crane

Brandt Anders

Dawn Kinter

Lesli Burdette

Brady Manogue

8/3/20

7/29/20

7/31/20

7/31/20

7/29/20

MU20INTATHINS - International Student-Athletes Intercollegiate Sports Health Insurance

Vendor	Scoring Categories	Total Allowable Points	Category	Deductions	Page	Section	Explanation
Borden-Perlman / CISI	Agent must provide coverage as indicated in the benefit chart Attachment B.	10	Mandatory Requirements	10	27	Section 4 Subsection 4.2.2 Item 4.2.2.1	Did not propose athletic benefit of \$10,000
Borden-Perlman / CISI	Agent's carriers must demonstrate experience in athletic insurance coverage for a minimum period of time not less than five (5) years.	10	Qualification and Experience	10	27	Section 4 Subsection 4.2.2 Item 4.2.2.2	Did not demonstrate actual years of experience.
Borden-Perlman / CISI	Agent's carrier(s) for this coverage shall possess, as a minimum, and "A.M. BEST" rating of "A" or higher, as reported by the same for the published year of 2018/2019. Written evidence certifying this rating shall be submitted with proposals and authenticated by the rating service.	5	Qualification and Experience	0	27	Section 4 Subsection 4.2.2 Item 4.2.2.3	
Borden-Perlman / CISI	Agent's carrier(s) shall demonstrate knowledge of athletic medical expenses and history of claims payments for University Athletic Departments.	15	Mandatory Requirements	15	27	Section 4 Subsection 4.2.2 Item 4.2.2.4	Did not demonstrate
Borden-Perlman / CISI	Disclosure of the Management firm that will be associated with the carrier shall be submitted at the time of proposal submission.	3	Mandatory Requirements	0	27	Section 4 Subsection 4.2.2 Item 4.2.2.5	
Borden-Perlman / CISI	Agency shall provide references for five (5) current University accounts, of similar size and configuration to that of Marshall University. References may be contacted to confirm the Bidders abilities and qualifications as stated in the Bidder's response. The University may perform due diligence by contacting any applicable business reference. The University reserves the right to disqualify any Bidder whose references do not support their stated claim of qualifications in their response.	15	Qualification and Experience	0	27/28	Section 4 Subsection 4.2.2 Item 4.2.2.6	
Borden-Perlman / CISI	Demonstrate claims payments will be made within 10 business days of receiving documents required for processing.	5	Mandatory Requirements	5	28	Section 4 Subsection 4.2.2 Item 4.2.2.7	Did not address
Borden-Perlman / CISI	Proof of financial position sufficient to provide required insurance and services.	2	Mandatory Requirements	2	28	Section 4 Subsection 4.2.2 Item 4.2.2.8	Did not provide
Borden-Perlman / CISI	Students must be able to purchase this policy directly from the vendor if needed.	5	Mandatory Requirements		0	Section 4 Subsection 4.2.2 Item 4.2.2.9	
TOTAL DEDUCTIONS				42		TOTAL SCORE	28

Vendor	Scoring Categories	Total Allowable Points	Category	Deductions	Page	Section	Explanation
Insurance for Students	Agent must provide coverage as indicated in the benefit chart Attachment B.	10	Mandatory Requirements	9	27	Section 4 Subsection 4.2.2 Item 4.2.2.1	Information confusing on athletic benefit - page 30 states sports are excluded.
Insurance for Students	Agent's carriers must demonstrate experience in athletic insurance coverage for a minimum period of time not less than five (5) years.	10	Qualification and Experience	10	27	Section 4 Subsection 4.2.2 Item 4.2.2.2	Did not demonstrate actual years of experience.
Insurance for Students	Agent's carrier(s) for this coverage shall possess, as a minimum, and "A.M. BEST" rating of "A" or higher, as reported by the same for the published year of 2018/2019. Written evidence certifying this rating shall be submitted with proposals and authenticated by the rating service.	5	Qualification and Experience	2	2	Section 4 Subsection 4.2.2 Item 4.2.2.3	Did not provide evidence of rating.
Insurance for Students	Agent's carrier(s) shall demonstrate knowledge of athletic medical expenses and history of claims payments for University Athletic Departments.	15	Mandatory Requirements	15	27	Section 4 Subsection 4.2.2 Item 4.2.2.4	Did not demonstrate
Insurance for Students	Disclosure of the Management firm that will be associated with the carrier shall be submitted at the time of proposal submission.	3	Mandatory Requirements	0	27	Section 4 Subsection 4.2.2 Item 4.2.2.5	
Insurance for Students	Agency shall provide references for five (5) current University accounts, of similar size and configuration to that of Marshall University. References may be contacted to confirm the Bidders abilities and qualifications as stated in the Bidder's response. The University may perform due diligence by contacting any applicable business reference. The University reserves the right to disqualify any Bidder whose references do not support their stated claim of qualifications in their response.	15	Qualification and Experience	4	27/28	Section 4 Subsection 4.2.2 Item 4.2.2.6	References provided not all of similar size and configuration to Marshal
Insurance for Students	Demonstrate claims payments will be made within 10 business days of receiving documents required for processing.	5	Mandatory Requirements	5	28	Section 4 Subsection 4.2.2 Item 4.2.2.7	Did not address
Insurance for Students	Proof of financial position sufficient to provide required insurance and services.	2	Mandatory Requirements	2	28	Section 4 Subsection 4.2.2 Item 4.2.2.8	Did not provide
Insurance for Students	Students must be able to purchase this policy directly from the vendor if needed.	5	Mandatory Requirements	0	28	Section 4 Subsection 4.2.2 Item 4.2.2.9	
TOTAL DEDUCTIONS				47		TOTAL SCORE	23

MU20INTATHINS - International Student-Athletes Intercollegiate Sports Health Insurance

<u>Vendor</u>	<u>Scoring Categories</u>	<u>Total Allowable Points</u>	<u>Category</u>	<u>Deductions</u>	<u>Page</u>	<u>Section</u>	<u>Explanation</u>
Health Protection	Agent must provide coverage as indicated in the benefit chart Attachment B.	10	Mandatory Requirements	10	27	Section 4 Subsection 4.2.2 Item 4.2.2.1	Did provide \$10,000 athletic benefit
Health Protection	Agent's carriers must demonstrate experience in athletic insurance coverage for a minimum period of time not less than five (5) years.	10	Qualification and Experience	5	27	Section 4 Subsection 4.2.2 Item 4.2.2.2	Not specified completely.
Health Protection	Agent's carrier(s) for this coverage shall possess, as a minimum, and "A.M. BEST" rating of "A" or higher, as reported by the same for the published year of 2018/2019. Written evidence certifying this rating shall be submitted with proposals and authenticated by the rating service.	5	Qualification and Experience	0	27	Section 4 Subsection 4.2.2 Item 4.2.2.3	
Health Protection	Agent's carrier(s) shall demonstrate knowledge of athletic medical expenses and history of claims payments for University Athletic Departments.	15	Mandatory Requirements	15	27	Section 4 Subsection 4.2.2 Item 4.2.2.4	Did not demonstrate
Health Protection	Disclosure of the Management firm that will be associated with the carrier shall be submitted at the time of proposal submission.	3	Mandatory Requirements	0	27	Section 4 Subsection 4.2.2 Item 4.2.2.5	
Health Protection	Agency shall provide references for five (5) current University accounts, of similar size and configuration to that of Marshall University. References may be contacted to confirm the Bidders abilities and qualifications as stated in the Bidder's response. The University may perform due diligence by contacting any applicable business reference. The University reserves the right to disqualify any Bidder whose references do not support their stated claim of qualifications in their response.	15	Qualification and Experience	15	27/28	Section 4 Subsection 4.2.2 Item 4.2.2.6	No references provided.
Health Protection	Demonstrate claims payments will be made within 10 business days of receiving documents required for processing.	5	Mandatory Requirements	5	28	Section 4 Subsection 4.2.2 Item 4.2.2.7	Did not address
Health Protection	Proof of financial position sufficient to provide required insurance and services.	2	Mandatory Requirements	2	28	Section 4 Subsection 4.2.2 Item 4.2.2.8	Did not provide
Health Protection	Students <u>must</u> be able to purchase this policy directly from the vendor if needed.	5	Mandatory Requirements	5	28	Section 4 Subsection 4.2.2 Item 4.2.2.9	Did not address
TOTAL DEDUCTIONS				57		TOTAL SCORE	13