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|-------------------------|--|-----------------------------|
| Request for Bids |  <p style="text-align: center;">Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100</p> <p style="text-align: center;">Direct all inquiries regarding this order to: (304) 696-3056</p> | Bid# MU24COMPHOTO |
|-------------------------|--|-----------------------------|

| | |
|----------------|--|
| Vendor: | For information call: Purchasing Contact: Leeann Lemon Phone: (304) 696-3056 Email: lemonl@marshall.edu & purchasing@marshall.edu |
|----------------|--|

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

| | | | | |
|-------------------------------|---------------------------------------|---|--|--|
| DATE 05/07/2024 | MANDATORY PRE-BID MEETING: N/A | DEPARTMENT REQUISITION NO. MU24COMPHOTO | BIDS OPEN: 05/28/2024 at 3:00 p.m., EST. Broadcast via Teams at link listed below. | BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID |
|-------------------------------|---------------------------------------|---|--|--|

| Item # | Quantity | Description | Unit Price | Extended Price |
|--------|----------|--|------------|----------------|
| | | <p>Marshall University, on behalf of the Board of Governors, invites sealed Bids to provide all Work, including but not limited to labor, material, equipment, supplies, and transportation for:</p> <p style="text-align: center;">Project Name: MU24COMPHOTO Commencement Photography MARSHALL UNIVERSITY – HUNTINGTON, WV</p> <p>Technical Question Deadline: May 21, 2024, at 9:00 a.m. EST send via email to at lemonl@marshall.edu.</p> <p>Bid Submission Deadline: Technical - June 4, 2024 at 3:00 PM EST Cost - June 18, 2024 at 3:00 PM EST</p> <p>Bid Opening:</p> <p>Technical - June 4, 2024 at 3:00 PM EST and via Microsoft Teams at the following link: https://tinyurl.com/MU24COMPHOTO-Technical-Opening</p> <p>Cost - June 18, 2024 at 3:00 PM EST and via Microsoft Teams at the following link: https://tinyurl.com/MU24COMPHOTO-Cost-Bid-Opening</p> | | |

Total

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

| | |
|---|---|
| Bidder guarantees shipment from _____ within _____ days | Bidder's name Vendor _____ Signed By _____ |
| FOB _____ After receipt of order at address shown | Typed Name _____ |
| Terms _____ | Title _____ |
| | Email _____ |
| | Street Address _____ |
| | City/State/Zip _____ |
| | Date _____ Phone _____ |
| | Fein _____ |

REQUEST FOR PROPOSAL

(Marshall University and RFP MU24COMPHOTO)

TABLE OF CONTENTS

- 1. Table of Contents**
- 2. Section 1: General Information and Instructions**
- 3. Section 2: Instructions to Vendors Submitting Bids**
- 4. Section 3: General Terms and Conditions**
- 5. Section 4: Project Specifications**
- 6. Section 5: Vendor Proposal**
- 7. Section 6: Evaluation and Award**
- 8. Certification and Signature Page**

SECTION 1: GENERAL INFORMATION

1.1. Introduction:

The Marshall University Office of Purchasing (hereinafter referred to as the “Office of Purchasing”) is issuing this solicitation as a request for proposal (“RFP”), as authorized by Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, for the Registrar’s Office (hereinafter referred to as the “Department”) to provide commencement photography.

The RFP is a procurement method in which vendors submit proposals in response to the request for proposal published by the Office of Purchasing. It requires an award to the highest scoring vendor, rather than the lowest cost vendor, based upon a technical evaluation of the vendor’s technical proposal and a cost evaluation. This is referred to as a best value procurement. Through their proposals, vendors offer a solution to the objectives, problem, or need specified in the RFP, and define how they intend to meet (or exceed) the RFP requirements.

1.2. RFP Schedule of Events:

| | |
|--|------------|
| RFP Released to Public..... | 05/07/2024 |
| Vendor’s Written Questions Submission Deadline | 05/21/2024 |
| Addendum for Answers Issued [if required]..... | 05/22/2024 |
| Bid Submission Deadline [Technical]..... | 06/04/2024 |
| Bid Submission Deadline [Cost]..... | 06/18/2024 |
| Technical Bid Opening Date..... | 06/04/2024 |
| Cost Bid Opening..... | 06/18/2024 |
| | |
| Contract Award Made | TBD |

REQUEST FOR PROPOSAL
(Marshall University and RFP MU24COMPOTO)

SECTION 2: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on next page.

INSTRUCTIONS TO VENDORS

1. REVIEW DOCUMENTS THOROUGHLY: Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked, could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of a Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall" which identify a mandatory item or requirement. Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY** pre-bid meeting will be held at the following place and time:

A **MANDATORY** pre-bid meeting will be held at the following place and time:

All Vendors submitting a written bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No person attending the pre-bid meeting may represent more than one (1) Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document attendance verification. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list their name and the name of the Vendor representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's e-mail address, phone number, and fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. **Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.**

All Vendors should arrive prior to the starting time for the pre-bid meeting. Vendors who arrive after the starting time but prior to the end of the pre-bid meeting will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid meeting.

If possible, questions submitted at least five (5) business days prior to a scheduled pre-bid meeting will be discussed at the pre-bid meeting. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

INSTRUCTIONS TO VENDORS

- 4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Marshall University Office of Purchasing as directed below. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the email address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submissions should include solicitation number in the subject line.

MU24COMPOTO - Commencement Photography

Submit Questions to: Leeann Lemon, Contract Specialist
Marshall University
Old Main 125
One John Marshall Drive
Huntington, WV 25755
Email: lemonl@marshall.edu **and** purchasing@marshall.edu

- 5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Marshall University Office of Purchasing is binding.
- 6. BID SUBMISSION:** All bids must be submitted electronically through Bonfire™ or signed and delivered by the Vendor to the Marshall University Office of Purchasing at the address listed above on or before the date and time of the bid opening. Any bid received by the Office of Purchasing staff is in the possession of the Office of Purchasing and will not be returned for any reason. The Office of Purchasing will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via Bonfire™, hand delivery, or delivery by courier.

All bids are considered received when delivered and has the official date/time stamp by the Office of Purchasing. Bid submissions are not considered received when accepted by any other department of the University, including but not limited to the Marshall University Mailroom. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery when the bid is delivered via mail or courier and time stamped by the official Marshall University Office of Purchasing's time.

A bid that is not submitted electronically through Bonfire™ should contain the information listed below on the face of the envelope or the bid may be rejected by the University.

INSTRUCTIONS TO VENDORS

SEALED BID: MU24COMPHOTO

CONTACT: Leeann Lemon, Contract Specialist

SOLICITATION NAME: MU24COMPHOTO

SOLICITATION CLOSING DATE: Technical June 4, 2024 and Cost June 18, 2024

SOLICITATION CLOSING TIME: Both at 3:00 p.m. EST

SOLICITATION BID OPENING: Technical on June 4, 2024 at 3:00p.m. EST and Cost on June 18, 2024 at 3:00pm.

Bid submissions must include the following signed documents:

1. Marshall University General Terms & Conditions
2. Bid Cover Page
3. Addendum Cover Page(s)
4. Addendum Acknowledgement Page(s)
5. Purchasing Affidavit
6. Contractor's License
7. Subcontractor's License if applicable
8. Certificate of Insurance
9. Drug-Free Workplace Conformance Affidavit (and Subcontractor if applicable).

Failure to provide these signed documents with the bid submission may result in bid disqualification.

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by Bonfire™ (in the case of electronic submission), or when the bid is delivered via mail or courier and time stamped by the official Marshall University Office of Purchasing's time.

Technical Bid Opening Date and Time:

June 4, 2024 at 3:00 PM EST and , via Microsoft Teams at the following link:

Technical: <https://tinyurl.com/MU24COMPHOTO-Technical-Opening>

Cost Bid Opening Date and Time:

June 18, 2024 at 3:00 PM EST and , via Microsoft Teams at the following link:

Cost: <https://tinyurl.com/MU24COMPHOTO-Cost-Bid-Opening>

Bid Opening Location:

Marshall University
Office of Purchasing
125 Old Main
Huntington, WV 25755

INSTRUCTIONS TO VENDORS

- 8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the University. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. BID FORMATTING:** Vendor should type or electronically enter the information onto its written bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or Vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the University at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid. Unapproved communication outside the Office of Purchasing may result in bid disqualification.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS:** In accordance with Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, communication with Marshall University or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Marshall University Office of Purchasing, is strictly prohibited without prior Office of Purchasing approval for such communication.
- 13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the registration fee, if applicable.
- 14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37 and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>. Please Note: Vendor

INSTRUCTIONS TO VENDORS

Preference is not applicable to construction projects.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

- 16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 17. WAIVER OF MINOR IRREGULARITIES:** The Chief Procurement Officer reserves the right to waive minor irregularities in bids or specifications in accordance with Marshall University Board of Governors Policy No. FA-9 Purchasing Policy.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in Bonfire™ can be accessed and viewed by the University staff immediately upon bid opening. The University will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A Vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the University to print or electronically save documents provided that those documents are viewable by the University prior to obtaining the password or removing the access restriction.
- 19. NON-RESPONSIBLE:** The Chief Procurement Officer reserves the right to reject the bid of any Vendor as Non-Responsible in accordance with Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, when the Chief Procurement Officer determines that the Vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.
- 20. NON-RESPONSIVE:** The Chief Procurement Officer reserves the right to reject the bid of any Vendor as Non-Responsive in accordance with Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, when the Chief Procurement Officer determines that the Vendor submitting the bid does not conform to the mandatory or essential requirements contained in the solicitation.

INSTRUCTIONS TO VENDORS

- 21. ACCEPTANCE/REJECTION:** The University may accept or reject any bid in whole, or in part in accordance with Marshall University Board of Governors Policy No. FA-9 Purchasing Policy.
- 22. 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 Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, §5-22-1 et seq., §5G-1-1 et seq., and the West Virginia Freedom of Information Act in W. Va. Code § 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET (S), OR 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. The University may disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by W. Va. Code § 47-22-1 et seq. and subject to W. Va. Code 29B-1-4(a) (1). All submissions are subject to public disclosure without notice.

- 23. PURCHASING AFFIDAVIT:** The University is prohibited from awarding a contract to any bidder that owes a debt to the State or 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.
<http://www.state.wv.us/admin/purchase/vrc/pAffidavit.pdf>
- 24. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-4 requires that the vendor submit to the Marshall University Office of Purchasing a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.
http://www.state.wv.us/admin/purchase/VRC/Ethics_DisclosureInterestedParties_2018.pdf
- 25. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Chief Procurement Officer reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under Marshall University Board of Governors Policy No. FA-9 Purchasing Policy. This authority does not apply to instances where state law mandates receipt with the bid.

REQUEST FOR PROPOSAL
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SECTION 3: GENERAL TERMS AND CONDITIONS

Terms and conditions begin on next page.

**MARSHALL UNIVERSITY GENERAL TERMS AND CONDITIONS
PURCHASES UNDER \$50,000**

- 1. CONTRACTUAL AGREEMENT:** 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 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 Contract.
 - 2.1 "Board"** means the Governing Board of Marshall University.
 - 2.2 "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.
 - 2.3 "Contract"** means the binding agreement that is entered between the University and the Vendor to provide requested goods and/or services requested in the Contract.
 - 2.4 "Governing Board"** means the Marshall University Board of Governors as provided for in the West Virginia state code.
 - 2.5 "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.
 - 2.6 "Office of Purchasing"** means the section within Marshall University headed by the Chief Procurement Officer and its personnel.
 - 2.7 "Purchasing Card" or "P-Card"** means The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.
 - 2.8 "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, departments, or divisions as context requires.
 - 2.9 "University"** means Marshall University or Marshall.
 - 2.10 "Vendor" or "Vendors"** means any entity providing either a verbal or written offer in response to the Contract and has been awarded the Contract as context requires.

- 3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of the Contract shall be determined in accordance with the category that has been identified as applicable to the Contract below (select one):

Term Contract:

Initial Contract Term: The Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: The Contract may be renewed upon the mutual written consent of the University and the Vendor. Any request for renewal should be submitted to the University thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of the Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total.

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.

Fixed Period Contract: The Contract becomes effective upon Vendor's receipt of the contract and must be completed within _____.

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. 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: Quantities stated in the Contract 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.

One-Time Purchase: The Contract is for the purchase of a set quantity of goods or services 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.

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

PERFORMANCE BOND: The 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 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.

OTHER: _____

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

6. 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 the following checked coverages:

Commercial General Liability Insurance in at least an amount of _____ per occurrence and an aggregate of _____.

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.

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

7. WORKERS' COMPENSATION INSURANCE: The 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.

8. 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.

9. 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.

- 10. PAYMENT METHODS:** Marshall University prefers to pay Vendors by electronic funds transfer or P-Card for payment of all orders under this Contract.
- 11. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly included in the unit or lump sum price amount that Vendor is required by the Contract to provide. Requesting such fees or charges be paid after the Contract has been awarded may result in cancellation of the contract.
- 12. FEES OR COSTS:** Any references contained in the Contract 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.
- 13. 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.
- 14. LIMITING LIABILITY:** Any language limiting the Vendor's liability for direct damages is deleted.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. RIGHT OF FIRST REFUSAL** Any language seeking to give the Vendor a Right of First Refusal is hereby deleted.
- 19. TIME:** Time is of the essence with regard to all matters of time and performance in the Contract.
- 20. 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.
- 21. 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. 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.
- 22. COMPLIANCE WITH GOVERNING LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations, and ordinances. By entering into this Contract, 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.
- 23. DISPUTES/ARBITRATION:** Any references made to arbitration contained in the Contract, Vendor's offer, or in any American Institute of Architects documents pertaining to the Contract are hereby deleted, void, and of no effect.

- 24. MODIFICATIONS/AMENDMENTS:** Notwithstanding anything contained in the Contract 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.
- 25. 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.
- 26. 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.
- 27. ASSIGNMENT:** The Vendor agrees not to assign the Contract nor the monies due under it 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.
- 28. 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.
- 29. 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.
- 30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Contract is a public document. 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.
- 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.
- 31. 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.
- 32. ANTITRUST:** By signing the contract with 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.
- 33. 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 is 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.
- 34. 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.
- 35. VENDOR CERTIFICATIONS:** By entering into the Contract, Vendor certifies (1) that its offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting an offer for the same material, supplies, equipment or services; (2) that its 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 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 the contract 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 Contract on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this Contract 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.

- 36. 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 Contract 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.
- 37. 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.
- 38. 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 Vendor 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.
- 39. 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.
- 40. 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/>.
- 41. 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.
- 42. 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.
- 43. 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.
- 44. 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.

45. 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.

ADDITIONAL TERMS AND CONDITIONS - Construction Contracts ONLY

1. **CONTRACTOR'S LICENSE:** W. Va. Code § 30-42-2, requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Application for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board

2. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

3. **PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

4. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with W. Va. Code § 22- 29-4, all new building construction projects of public agencies shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

5. **DAVIS-BACON AND RELATED ACT WAGE RATES:**

The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.

The work performed under this contract is not subject to Davis-Bacon wage rates.

ADDITIONAL TERMS AND CONDITIONS - Architectural and Engineering Contracts ONLY

1. **PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to an award of the Contract for the construction or other work related to the plans and drawings.

2. **PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Marshall University Office of Purchasing buyer by the Agency. The Marshall University Office of Purchasing buyer shall send the addendum to all interested vendors. Any addendum should be received by the Marshall University Office of Purchasing at least fourteen (14) days prior to the anticipated date the Contract will be awarded.

3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

4. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with W. Va. Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent therewith.

DESIGNATED CONTACT: the point of contact for matters relating to the Contract.

(Printed Name and Title)

(Phone Number)

(Cell Phone Number)

(Fax Number)

(Email Address)

CERTIFICATION AND SIGNATURE: By signing below, I certify that I have reviewed this Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that the product or service proposed meets the mandatory requirements contained in the Contract for that product or service, unless otherwise stated herein; that the Vendor expressly accepts the terms and conditions contained in the Contract; **that Vendor understands and acknowledges that the terms and conditions contained in this contract take precedence over and any terms and conditions that Vendor seeks to be made a part of this contract (regardless of when the terms and conditions become effective) to the extent there is a conflict;** that I am authorized by the Vendor to execute and submit this Contract 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 has/will properly register with the WV Purchasing Division and Marshall University.

(Company)

(Authorized Signature)

(Phone Number)

(Cell Phone Number)

(Fax Number)

REQUEST FOR PROPOSAL

(Marshall University and RFP MU24COMPHOTO)

SECTION 4: PROJECT SPECIFICATIONS

- 4.1. Background and Current Operating Environment:** Marshall University (MU or University) is soliciting bids on behalf of the Registrar's Office to establish a contract for commencement photography. The University seeks to establish a contract for commencement photography services. Printing of photographs should be of excellent quality. The photographers must provide the opportunity for each graduate to have their picture taken prior to the graduation ceremony at a site designated by the University's on-site representative and must provide a background and all equipment necessary for this photograph. Each graduate who elects to be photographed will receive a proof of this photograph with the opportunity to order portrait packages. The photographers must take pictures at designated locations on, or near, the stage as coordinated with the University's on-site representative so as to not distract or disrupt the commencement ceremony. Every graduate will be photographed.
- 4.2. Definitions:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
- 4.2.1. "Contract Item" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 4.2.2. "Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in Bonfire™ or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
 - 4.2.3. "Solicitation"** means the official notice of an opportunity to supply Marshall University with goods or services that is published by the Office of Purchasing.
- 4.3. Project Goals and Mandatory Requirements:** Vendor should describe its approach and methodology to providing the service or solving the problem described by meet the goals/objectives identified below. Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches.
- 4.3.1. Goals and Objectives** – The project goals and objectives are listed below.
 - 4.3.1.1.** Clear and accurate action photos of all students crossing the stage.
 - 4.3.1.2.** Clear and exact portrait with Marshall University Logo Background.
 - 4.3.1.3.** Clear photos of pre ceremony action shots.
 - 4.3.2. Mandatory Project Requirements** – The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor

REQUEST FOR PROPOSAL

(Marshall University and RFP MU24COMPHOTO)

should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.

- 4.3.2.1.** All services shall be provided at no cost to the University.
- 4.3.2.2.** Fees are only due from customers wishing to purchase from the proof received in the mail.
- 4.3.2.3.** Vendor shall provide photography services to include photographing individual degree candidates for all commencement exercises as follows:
 - 4.3.2.3.1.** Fall Commencement (December) – one combined commencement with approximately 1,000 graduates.
 - 4.3.2.3.2.** Spring Commencement (May) – two, possibly three undergraduate and graduate ceremonies. The estimated total number of graduates is approximately 2,000.
- 4.3.2.4.** Vendor shall become familiar with the commencement facilities. Familiarity with the commencement facility is essential in executing a flawless ceremony.
- 4.3.2.5.** Prior to the ceremony, Vendor shall discuss the best possible set up with facility officials and the commencement coordinators to ensure that graduates receive the best possible photographs.
- 4.3.2.6.** Vendor shall learn the flow of the ceremonies and all photo locations.
- 4.3.2.7.** Maintain the dignity of the ceremony by being unobtrusive. Vendor shall wear black and white while photographing.
- 4.3.2.8.** Vendor shall stand at an angle so as not to block the view of the graduate's family and friends. This angle enables Vendor to capture the handshake with the President and a full-face shot of the graduate.
- 4.3.2.9.** As the graduate exits the stage another picture shall be taken in front of the MU logo backdrop. This provides the graduate with a second proof from which to choose enlargements, eliminating the need for families and well-wishers to crowd the stage to get a picture of the graduate.

REQUEST FOR PROPOSAL

(Marshall University and RFP MU24COMPHOTO)

- 4.3.2.10.** Confirm dates and times of ceremonies by sending a confirmation letter one month prior to the ceremony. At that time, marketing materials shall be sent to assist University in answering questions regarding commencement photos.
- 4.3.2.11.** Positively identify each candidate.
- 4.3.2.12** Provide University with the cards in which the graduates' names are called from to receive their diplomas.
- 4.3.2.13.** The photography team and its support staff shall arrive at least two hours prior to the start of each ceremony, with all necessary battery and back-up battery power, film, and equipment. Vendor's head photographer shall report to the commencement coordinators to ensure that there have not been any last-minute changes.
- 4.3.2.14.** To assist the President, Vendor shall place a piece of tape down for him to stand on while shaking hands with the doctoral students and on the lower stage while shaking hands with the graduates. This is to ensure that Vendor shall be at the correct angle to the graduate. A piece of tape shall also be placed for the graduate as he or she exits the stage. The tape indicates where the graduate shall walk and smile at the camera for their second shot at the MU backdrop.
- 4.3.2.15.** Vendor shall provide a promotional photographer to take candid pictures an hour and a half before the processional and also during the ceremony.
- 4.3.2.16.** Pictures shall be taken of the processional, greeting, graduate and faculty speakers, platform party members, chief marshals, honorary degree recipients and the recessional.
- 4.3.2.17.** Vendor shall take group shots of the faculty and platform guests in the stage party room.
- 4.3.2.18.** All doctoral graduates shall be photographed as they are recognized.
- 4.3.2.19.** Vendors and assistants shall go to their designated areas when the graduates' degrees are conferred with equipment, film and backup equipment.
- 4.3.2.20.** Vendor's photography assistants play a significant role in the flow of the ceremony. One representative shall direct the graduates where to walk as they exit the stage for their second photo to aid in and maintain the speed and flow of the ceremony. Regardless of how fast or slow the names are read, Vendor shall be able to capture every graduate's photograph.

REQUEST FOR PROPOSAL

(Marshall University and RFP MU24COMPHOTO)

- 4.3.2.21.**Steps shall be taken by Vendor during the ceremony to ensure that it provides the best quality photographs and at the same time not disrupt the flow of the ceremony.
- 4.3.2.22.**Provide responsive customer service to university year-round.
- 4.3.2.23.**Provide 2-3 shots per graduate including posed shot in front of set background and candid shot(s) on stage. Provide photographers during, before and after ceremonies to take approximately 20-30 public relations and candid story-telling shots of graduates. Provide 30 public relations and candid story-telling shots of graduates.
- 4.3.2.24.**Provide each of the ten commencement coordinators with one free CD of ceremony photographs, and for the coordinators who have more than one ceremony, an appropriate numbers of CDs.
- 4.3.2.25.**Take photos of stage party, President, President with honorary degree recipient, photos of processional, faculty and student speakers and others as necessary.
- 4.3.2.26.**Provide marching order match of graduates with photographs.
- 4.3.2.27.**Provide a sample name card for graduates to complete for the name announcement/marching order.
- 4.3.2.28.**Provide adequate number of photographers to cover all ceremonies and a variety of shots per ceremony
- 4.3.2.29.**Vendor agrees to pay appropriate entity the collection of all trademark and licensing fees associated with using proprietary logos, signage etc. This royalty fee is set at 12% of the recorded sales of products. This fee shall not be passed on to the student as a separate line item fee. Vendor will work directly with MU trademark licensing partner in reporting number or photos sold and paying royalty fees on each item.
- 4.3.2.30.**Vendor is to provide reasonable shipping and handling charges.

4.3.3. Receiving/Delivery of Order

- 4.3.3.1.**Graduates wishing to place an order shall be able to do so by using an ordering system found on a website, or by email, mail, phone and fax.

REQUEST FOR PROPOSAL

(Marshall University and RFP MU24COMPHOTO)

- 4.3.3.2. Vendor shall be able to accept orders from, and mail to, all countries throughout the world.
- 4.3.3.3. Vendor must be able to accept cash, check, and money order, Visa, Master Card, Discover and American express. Vendor must be able to accept orders online, via phone or fax from and mail to all countries throughout the world. Orders shall be accepted after any stated deadline without penalty. Vendor must be able to provide positive tracking information throughout the ordering and delivery cycle. Vendor shall provide a toll free number and customer service available during normal business hours to address questions and concerns.
- 4.3.3.4. Those customers who have questions regarding ordering or need a special request fulfilled shall have access to a dedicated toll-free customer service hot line for assistance.
- 4.3.3.5. Vendor shall be able to order, print, track and deliver prints and photo accessories within 12 calendar days of receiving an order.
- 4.3.3.6. All mailing shall be performed by Vendor, without assistance from the school, directly to the purchaser's home.
- 4.3.3.7. Vendor shall notify each purchaser if delivery of photographs shall be delayed beyond the delivery time cited in Vendor's informational material, for extraordinary delays beyond the control of the Vendor.
- 4.3.3.8. Vendor shall consider all orders received to be based on a money-back guarantee of satisfaction.
- 4.3.3.9. Vendor shall provide survey cards with each order it processes for purposes of evaluation by graduates and their parents.
- 4.3.3.10. Vendor's production staff shall execute the delivery of proofs within 72 hours of placement of orders.

4.3.4. Quality of Finished Product

- 4.3.4.1. University requires a customized full color title with University's name and date on each print. In addition, a full color logo shall be printed next to the name of University.
- 4.3.4.2. Vendor shall meet with University prior to the commencement to discuss color, type, style, front and layout of the title and logo. Final approval of the title shall be at the discretion of University. Vendor agrees to pay appropriate entity the collection of all trademark and licensing fees associated with using proprietary logos, signage etc. This royalty fee is set at 12% of the reported sales of products. This fee shall not be passed on to the student as a separate line item fee. Vendor will work directly with MU trademark licensing partner in reporting number or photos sold and paying royalty fees on each item.

REQUEST FOR PROPOSAL

(Marshall University and RFP MU24COMPHOTO)

4.3.5. Negative Retention

4.3.5.1. Vendor shall service all orders and reorders including those placed after the deadline date(s). Vendor shall retain negatives for a period of five (5) to seven (7) years following a commencement date.

4.3.6. Complimentary Services/Pictures

4.3.6.1. Vendor shall require no fee from university for commencement services. Fees are only due from customers wishing to purchase from the proof received in the mail.

4.3.6.2. Vendor shall provide University with complimentary commencement coverage pictures. A panoramic overview of each commencement ceremony shall be taken at several different angles to encompass the entire ceremony. The overviews shall be titles with university's name and date then framed and delivered to the respective schools. Each school shall receive one initial album with additional complimentary pictures available.

4.3.6.3. In addition, one overview from each ceremony shall be framed and matted in the school's colors to be displayed prominently throughout University.

4.3.6.4. In addition to the framed overviews, University shall receive five by seven (5 x 7) commencement albums from each ceremony. The contents of these albums shall consist of pictures of guest speakers, platform guests, special awards, candidates and faculty. These pictures are assembled for University to be used as reference source of for public relation needs. The pictures shall be titles with university name, date and time. The title shall be printed in school colors with a full color crest.

4.3.6.5. For the President's office, Vendor shall provide an eight by ten (8 x 10) embossed album with pictures from all the commencement ceremonies. These pictures shall capture the spirit of graduation day and shall represent the school as a whole. This album is in addition to the five by seven (5 x 7) albums for the individual schools and shall be delivered on an annual basis.

4.3.6.6. Vendor shall provide University name reading cards for the graduates at each ceremony. The cards shall be color coded and delivered to university prior to the commencements.

4.3.6.7. Vendor shall provide University information flyers to the individual ceremony coordinators to include with the pre-mailing to the graduates to inform them of our presence on graduation day.

4.3.6.8. 100% Satisfaction Guarantee.

4.3.6.9. Guarantee the complete satisfaction of all customers. If any customer is not satisfied for any reason, his or her money shall be refunded.

REQUEST FOR PROPOSAL

(Marshall University and RFP MU24COMPHOTO)

4.4. Qualifications and Experience: Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems like those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

4.4.1. Mandatory Qualification/Experience Requirements: The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the mandatory requirements and include any areas where it exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but areas where the mandatory requirements are exceeded will be included in the technical scores where appropriate. The mandatory qualifications/experience requirements are listed below.

4.4.1.1. Qualified Vendors with a minimum of five years' experience and expertise in providing commencement photography at a major university.

4.4.1.2. Individuals or firms wishing to submit proposals must demonstrate expertise, experience, and capacity to provide the above services. Proposals should at a minimum address the following elements which will be used to review and rank proposals.

4.4.1.2.1. Name and address of your location that will service the University.

4.4.1.2.2. Location, size, capability, background, and accessibility of the firm and its principals, including any West Virginia presence.

4.4.1.2.3. Description of the services your Firm provides and give the percentage of revenue derived.

4.4.1.2.4. Strong experience in performing requested services.

4.4.1.2.5. Describe any changes in ownership, restructuring, or personnel reorganizations within the past three (3) years. State if you anticipate future significant changes in your organization.

4.4.1.2.6. List all judgments from lawsuits in the last 3 years, which are concerned directly with the staff or part of your organization proposed for the contract. List (any) pending or completed lawsuits involving the corporation, partnership or individuals and identify which are concerned directly with the staff or part of your organization proposed for the contract.

REQUEST FOR PROPOSAL

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- 4.4.1.2.7. Provide references three projects comparable to Marshall University. For each, Include the name, email address and current telephone number of the person most knowledgeable and who may be contacted by the University during the evaluation process.
- 4.4.1.2.8. List clients who have terminated services during the past three (3) years and their reasons for doing so. For each, Include the name, email address and current telephone number of the person most knowledgeable and who may be contacted by the University during the evaluation process.
- 4.4.1.2.9. State any potential conflicts of interest that the Firm would have in providing the requested services to the University.
- 4.4.1.2.10. List/identify any services the firm is unable to perform und this RFP.
- 4.4.1.2.11. Describe how your firm controls the costs of services to the customers.
- 4.4.1.2.12. Attach a sample agreement the Firm uses for photography services.
- 4.4.1.2.13. Describe areas or processes, not included in the scope that provides more complete and thorough services.
- 4.4.1.2.14. Provide a description of your capabilities to perform.
- 4.4.1.2.15. Specific identification of the individual(s) and their related experience.
- 4.4.1.2.16. Describe the firm's capacity to perform in a timely manner and devote sufficient resources to the project.
- 4.4.1.2.17. Provide any additional information that you believe to be relevant to the RFP and the firm's capability to provide the services required.
- 4.4.1.2.18. State the number of calendar days from final execution of the contract that the firm needs prior to the initial commencement exercise.
- 4.4.1.2.19. Provide sample images of the firm's commencement photography.
- 4.4.1.2.20. Provide information regarding staff photographer training.
- 4.4.1.2.21. Provide sample ordering options.

4.5. Oral Presentations (Department Option): The Department has the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this RFP. During oral presentations, Vendors may

REQUEST FOR PROPOSAL

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not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

Materials and Information Requested at Oral Presentation:

SECTION 5: VENDOR PROPOSAL

- 5.1. Economy of Preparation:** Proposals should be prepared simply and economically providing a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.
- 5.2. Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.
- 5.3. Proposal Format:** Vendors should provide responses in the format listed below:
 - 5.3.1. Two-Part Submission:** Vendors must submit proposals in two distinct parts: technical and cost. Technical proposals must not contain any cost information relating to the project. Cost proposal must contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening.
 - 5.3.2. Title Page:** State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.
 - 5.3.3. Table of Contents:** Clearly identify the material by section and page number.
 - 5.3.4. Response Reference:** Vendor's response should clearly reference how the information provided applies to the RFP request. For example, listing the RFP number and restating the RFP request as a header in the proposal would be considered a clear reference.
 - 5.3.5. Proposal Submission:** All proposals must be submitted to the Office of Purchasing **prior** to the date and time stipulated in the RFP as the opening date. All submissions must be in accordance with the provisions listed in Section 2: Instructions to Bidders Submitting Bids.

REQUEST FOR PROPOSAL

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SECTION 6: EVALUATION AND AWARD

- 6.1. Evaluation Process:** Proposals will be evaluated in two parts by a committee of three (3) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. The Vendor who demonstrates that it meets all the mandatory specifications required, attains the minimum acceptable score and attains the highest overall point score of all Vendors shall be awarded the contract.
- 6.2. Evaluation Criteria:** Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. The technical evaluation will be based upon the point allocations designated below for a total of (seventy) 70 of the one hundred (100) points. Cost represents thirty (30) of the one hundred (100) total points.

Evaluation Point Allocation:

| | |
|--|---------------------------|
| Project Goals and Proposed Approach (§ 4.3) | |
| - Approach & Methodology to Goals/Objectives (§ 4.3.1) | (20) Points Possible |
| - Approach & Methodology to Compliance with Mandatory Project Requirements (§ 4.3.2) | (25) Points Possible |
| Qualifications and experience (§ 4.3) | |
| - Qualifications and Experience Generally (§ 4.4) | (20) Points Possible |
| - Exceeding Mandatory Qualification/Experience Requirements (§ 4.4) | (5) Points Possible |
| <u>(Oral interview, if applicable) (§ 4.5)</u> | <u>Not applicable</u> |
| <u>Total Technical Score:</u> | <u>70 Points Possible</u> |
| <u>Total Cost Score:</u> | <u>30 Points Possible</u> |
| <u>Total Proposal Score: 100 Points Possible</u> | |

- 6.3. Technical Bid Opening:** At the technical bid opening, the Office of Purchasing will open and announce the technical proposals received prior to the bid opening deadline. Once opened, the technical proposals will be provided to the Department evaluation committee for technical evaluation.

REQUEST FOR PROPOSAL

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6.4. Technical Evaluation: The Department evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to the Office of Purchasing.

6.5. Proposal Disqualification:

6.5.1. Minimum Acceptable Score (“MAS”): Vendors must score a minimum of seventy (70) percent forty-nine (49) points) of the total technical points possible to move past the technical evaluation and have their cost proposal evaluated. All vendor proposals not attaining the MAS will be disqualified.

6.5.2. Failure to Meet Mandatory Requirement: Vendors must meet or exceed all mandatory requirements to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.

6.6. Cost Bid Opening: The Office of Purchasing will schedule a date and time to publicly open and announce cost proposals after technical evaluation has been completed and the Office of Purchasing has approved the technical recommendation of the evaluation committee. All cost bids received will be opened. Cost bids for disqualified proposals will be opened for record keeping purposes only and will not be evaluated or considered. Once opened, the cost proposals will be provided to the Department evaluation committee for cost evaluation.

The Office of Purchasing reserves the right to disqualify a proposal based upon deficiencies in the technical proposal even after the cost evaluation.

6.7. Cost Evaluation: The Department evaluation committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein and make a final recommendation to the Office of Purchasing.

Cost Evaluation Formula: Each cost proposal will have points assigned using the following formula for all Vendors not disqualified during the technical evaluation. The lowest cost of all proposals is divided by the cost of the proposal being evaluated to generate a cost score percentage. That percentage is then multiplied by the points attributable to the cost proposal to determine the number of points allocated to the cost proposal being evaluated.

Step 1: $\text{Lowest Cost of All Proposals} / \text{Cost of Proposal Being Evaluated} = \text{Cost Score Percentage}$

Step 2: $\text{Cost Score Percentage} \times \text{Points Allocated to Cost Proposal} = \text{Total Cost Score}$

Example:

Proposal 1 Cost is \$1,000,000

Proposal 2 Cost is \$1,100,000

Points Allocated to Cost Proposal is 30

REQUEST FOR PROPOSAL

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Proposal 1: Step 1 – $\$1,000,000 / \$1,000,000 =$ Cost Score Percentage of 1 (100%)
Step 2 – $1 \times 30 =$ Total Cost Score of 30

Proposal 2: Step 1– $\$1,000,000 / \$1,100,000 =$ Cost Score Percentage of 0.909091 (90.9091%)
Step 2 – $0.909091 \times 30 =$ Total Cost Score of 27.27273

6.8. Availability of Information: Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §5A-3-11(h). All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

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.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

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Attachment A: PRICING PAGE

**MU24COMPHOTO
COMMENCEMENT PHOTOGRAPHY
ATTACHMENT "A" PRICING PAGE**

Pricing with Order Options

Premium with Retouching Option - Retouched image on Kodak Premium Endura Metallic Paper

Standard with Retouching Option - Retouched image on Kodak Luster Paper

| Package | Premium Package with Retouching includes Commission | Standard with Retouching includes Commission | Standard Package with Commission |
|--|---|--|----------------------------------|
| A = 2-8x10, 6-5x7, 16 Wallets & CD | | | |
| B = 2-8x10, 4-5x7, 16 Wallets | | | |
| C = 1-8x10, 3-5x7, 4 Wallets | | | |
| D = 4-5x7 | | | |
| E = 1-8x10, 2-5x7 | | | |
| F = 1-8x10 | | | |
| G = 2-5x7 | | | |
| H = 8 wallets | | | |
| I = Commencement Plaque | | | |
| J = CD - all images | | | |
| K = 2-8x10, 2-5x7, 8 wallets | | | |
| M = 1-10x14 | | | |
| O = 1-5x7 | | | |
| P = 1-16x20 | | | |
| T = Download Single Image | | | |
| U = Download All Images | | | |
| W = Advanced Retouching | | | |
| Special Offers*: | | | |
| Q = 1-8x10 | | | |
| R = 1-5x7 | | | |
| S = CD | | | |
| Free Shipping for First Month and for Special Offers or Promotions | | | |
| Shipping After 30 days | | | |
| <i>*Same as above</i> | | | |

REQUEST FOR PROPOSAL
(Marshall University and RFP MU24COMPOTO)

Attachment B: PURCHASING AFFIDAVIT

ATTACHMENT B

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: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

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

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

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Attachment C: BONFIRE™ INSTRUCTIONS

ATTACHMENT C



Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

| Name | Type | # Files | Requirement |
|----------|-----------------------|----------|-------------|
| Proposal | File Type: PDF (.pdf) | Multiple | Required |

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

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

2. Upload your submission at:

<https://marshall.bonfirehub.com/opportunities/138388>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **June 18, 2024 3:00 PM EDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

ATTACHMENT C



Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

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