


<b>Purchase Order</b>	 <b>MARSHALL UNIVERSITY</b> <small>Direct all inquiries regarding this order to: (304) 696-2918</small>	Marshall University Office of Purchasing One John Marshall Drive Huntington WV, 25755-4100	<b>Purchase Order #</b> MU24SAFERENT
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<b>TO:</b>  College Products 1400 W 1st Street Sioux City, IA 51103  FEIN: 27-2791764      PH: 525-414-8045	Vendor Code: 27-2791764	<b>Ship to:</b>  Marshall University One John Marshall Drive Huntington WV, 25755  Room #    Housing	THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN  WVFIMS Account #:  NA
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P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	Contract #
04/09/2024	24	MD	FOB Dest	Dest	Net 30	MU24SAFERENT

CONTRACT ACCEPTANCE

On behalf of the Governing Board, MARSHALL UNIVERSITY hereby accepts the quotation of College Products for a Safe Rental Program for the residence hall students.

signed by Aaron Quinn  
 Title National Sales Director  
 on 03/04/2024

Approved as to form this 24th day of April, 2024  
 West Virginia Attorney General

By: John S. Gray  
 Chief Counsel

Marshall University Public Safety and Housing Safe Rentals  
 Effective: 05/01/2024 - 04/30/2025  
 with four (4) optional one-year renewals  
 Vendor Email: aaron@collegeproducts.com

THIS ORDER IS EXEMPT FROM ALL SALES TAX  
 LIMIT EACH INVOICE TO A SINGLE PURCHASE ORDER NUMBER

Line No.	Fund	Org.	Account	Encumber Amount	
1.					Total:
2.					
3.					
4.					

Mail Original Invoice and 1 Copy to: Marshall University Accounts Payable One John Marshall Drive Huntington, WV 25755-4500	 Authorized Signature	4.24.2024 Date
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<b>Request for Proposal</b>	 <p>Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: <a href="mailto:delong16@marshall.edu">delong16@marshall.edu</a></p>	<b>Bid#</b> <b>MU24SAFERENT</b>
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<b>Vendor:</b>	<b>For information contact:</b> <b>Purchasing Contact: Misty DiSilvio</b> <b>Phone: (304) 696-2918</b> <b>Email: <a href="mailto:delong16@marshall.edu">delong16@marshall.edu</a></b> <b><a href="mailto:Purchasing@marshall.edu">Purchasing@marshall.edu</a></b>
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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.

<b>DATE</b> 02/12/2024	<b>MANDATORY BID MEETING</b> on February 19, 2024 at 3:0PM EST – details below	<b>DEPARTMENT REQUISITION NO.</b> <b>MU24SAFERENT</b>	<b>BIDS OPEN:</b> Technical Proposal: 03/01/2024 at 3:30PM	
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Item #	Quantity	Description	Unit Price	Extended Price
<p align="center"><b><u>Request for Quotation: MU24 JANITORIAL</u></b></p> <p>Marshall University is soliciting bids on behalf of the Department of Public Safety and the Department of Housing and Residence Life to establish a contract for a Safe Rental Program for the residence hall students.</p> <p>RFQ Schedule:</p> <ol style="list-style-type: none"> <li>Mandatory Prebid Meeting: February 19, 2024, at 3:00 PM, EST. via Teams using link: <a href="http://tinyurl.com/SafeRentPrebid">http://tinyurl.com/SafeRentPrebid</a></li> <li>Technical Questions Due: February 23, 2024, at 3:30 PM, EST.</li> <li>Technical Proposals Due: March 1, 2024, at 3:30 PM, EST.</li> </ol>				

**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's Name College Products  
Signed By Aaron Quinn  
Typed Name Aaron Quinn  
Title National Sales Director  
Email aaron@collegeproducts.com  
Street Address 1400 W 1st Street  
City/State/Zip Sioux City, IA 51103  
Date 3/4/24 Phone 252-414-8045  
Fein 27-2791764



Student Purchase: QuicKey™ Personal Safes

March 4, 2024

**Pricing:**

The below pricing shows the price plus tax and processing\* to give the final price to the students. The commission is based on 7% of the base price and is listed under each term pricing.

**One Semester Rental: \$65.00**

**Commission: \$4.55**

**Academic Year Rental (Fall & Spring Semesters): \$85.00**

**Commission: \$5.95**

**12 Month Yearly Rental (Fall, Spring & Summer Semesters): \$105.00**

**Commission: \$7.35**

**5 Week Summer Term: \$55.00**

**Commission: \$3.85**

**10 Week Summer Term: \$65.00**

**Commission: \$4.55**

**Purchase: \$145.00**

**Commission: \$10.15**

\*Please note that the tax was figured at 8.25% plus a processing fee of 3.88%

# 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.

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**2.10 "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.

**2.11 "Responsible Bidder" and "Responsible Vendor"** mean a person and/or vendor who have the capability in all respects to perform contract requirements, and the integrity and reliability which will assure good faith performance.

**2.12 "Responsive Bidder" and "Responsive Vendor"** mean a person and/or a vendor who has submitted a bid which conforms in all material respects to the invitation to bid.

**2.13 "Solicitation"** means the notice of an opportunity to supply the University with goods and services.

**2.14 "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, departments or divisions as context requires.

**2.15 "University"** means Marshall University or Marshall.

**2.16 "Vendor" or "Vendors"** means any entity providing either a verbal or written bid in response to the solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**2.17 "Will", "Shall" and "Must"** identifies a mandatory item or requirement that concludes the duty, obligation or requirement imposed is mandatory, as opposed to being directory or permissive.

**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:

**Term Contract**

**Initial Contract Term:** The Contract becomes effective on Award \_\_\_\_\_ and extends for a period of one (1) \_\_\_\_\_ 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 Four (4) \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed forty-eight (48) \_\_\_\_\_ months in total. Automatic renewal of the Contract is prohibited.

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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:**

WV Contractors License

Other Licenses, Certifications, or permits as required in the Specifications

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: \$1,000,000.00 per occurrence and an aggregate of \$3,000,000.00.
- 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:

Check payment is available if needed.  
\_\_\_\_\_

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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 delete that seek to require the State to (1) compensate Vendor, in whole or in part, for loss 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](mailto: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](mailto: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.**

*Aaron Quinn* National Sales Director

(Name, Title)

Aaron Quinn - National Sales Director

(Printed Name and Title)

1400 W 1st Street Sioux City, IA

(Address)

252-414-8045

(Phone Number)

(Fax Number)

aaron@collegeproducts.com

(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.

College Products

(Company)

*Aaron Quinn*

(Authorized Signature)

Aaron Quinn - National Sales Director

(Printed Name and Title of Authorized Representative)

3/4/2024

(Date)

(Phone Number)

(Fax Number)

Revised: 7/15/21

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:**  
**(If Applicable)**

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 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.

College Products

\_\_\_\_\_  
Company

*Aaron Quinn*

\_\_\_\_\_  
Authorized Signature

3/4/2024

\_\_\_\_\_  
Date

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

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# REQUEST FOR PROPOSAL

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### SECTION 4: PROJECT SPECIFICATIONS

**4.1. Background and Current Operating Environment:** West Virginia passed legislation , WV Senate Bill 10, the West Virginia Self-Defense Act, that will allow anyone properly licensed in WV to carry a concealed handgun in designated areas of Marshall University's campus. Under this legislation, students can store personal firearms in safes in their residence hall rooms. In light of this development, Marshall University is seeking a vendor to initiate a safe rental program for residence hall students starting on July 1, 2024.

**4.2. Project Goals and Mandatory Requirements:** The University is inviting proposals from a single vendor to directly provide a safe rental program to residence hall students commencing on July 1, 2024. Vendors should elucidate their approach and methodology for delivering the service or addressing the problem outlined in their statement of work by aligning with the goals/objectives specified below. Vendors must include information regarding the superiority or inferiority of their proposed approach compared to other possible solutions. Vendor should describe its approach and methodology to providing the service or solving the problem described by meeting the goals/objectives identified below.

**4.2.1. Goals and Objectives** – The project goals and objectives are listed below.

**4.2.1.1 Availability**

The vendor should have a sufficient number of units available to fulfill all student requests. Residence halls, at maximum capacity, can house approximately 2,300 students. However, it is important to note that not all students will be interested in renting a safe.

**4.2.1.2 Storage of Units**

The vendor must detail their plans for storing units when they are not in use by students.

**4.2.1.3 Recommendations for Securing the Safe**

The vendor should provide recommendations on how the safe can be secured within residence hall rooms without causing damage to the facilities.

**4.2.2. 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 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.

**4.2.2.1 Rental Plan**

The vendor must describe the rental process. Students will rent the safe and make payments directly through the vendor. Information regarding dates, deadlines, marketing

# **REQUEST FOR PROPOSAL**

## **MU24SAFERENT**

materials, and other relevant details should be provided. Safes must be available for rental during the fall, spring, and summer semesters.

### **4.2.2.2 Master Key/Emergency Access**

The Vendor shall provide the university with either a master key or instructions for accessing the safes in case of an emergency.

### **4.2.2.3 Size and Specifications**

The minimum interior dimensions of the safe should be 18 ½ inches wide by 13 inches deep by 7 ¾ inches high. The interior of the safe should be spacious enough to secure a handgun, and all other safe components should be suitable for handgun storage along with other valuables for students.

### **4.2.2.4 Distribution/Collection**

The vendor must present a plan for the distribution and collection of the safes at the beginning and end of the semester. The vendor should also address their plan for off-cycle or mid-semester rentals or returns.

### **4.2.2.5 Master List**

The vendor will provide the Department of Public Safety and Department of Housing and Residence Life with a master list of all students who have rented a unit from them on a minimum of a weekly basis.

### **4.2.2.6 Fee Structure**

The vendor must provide a comprehensive and transparent fee structure that accommodates the rental program's various needs, including semester-based rentals and off-cycle rentals and returns. This requirement is essential to ensure affordability, clarity, and flexibility for both the university and the students. To include but not limited to:

The vendor must clearly define the fee structure for semester-based rentals, including:

- Semester-specific rental fees, off-cycle rentals.
- Any additional charges or fees associated with renting the safe for a particular semester.
- Payment deadlines and methods for each semester.
- Discounts or incentives for early reservations or multiple-semester rentals.

The fee structure must be transparent and easily accessible to students and the university administration. The vendor should provide a clear breakdown of all fees, including a detailed explanation of how fees are calculated, any potential discounts, and the total cost of the safe rental for different scenarios.

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**4.3. 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.

**4.3.1. Qualification and Experience Information:** Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.

**4.3.1.1. Company Background**

Provide an overview of your company, including its name, location, and the number of years it has been in operation. Describe your company's mission, values, and commitment to serving educational institutions.

**4.3.1.2. Qualifications of Key Personnel**

Provide information about the key personnel who will be involved in the safe rental program at Marshall University. Highlight their qualifications, expertise, and relevant experience in managing similar projects.

**4.3.1.3. Track Record of Success**

Provide examples of successful implementations of safe rental programs, highlighting any achievements or outcomes that demonstrate the effectiveness of your services.

**4.3.1.4 Industry Certifications and Accreditation**

Mention any industry certifications, accreditations, or affiliations that your company holds, particularly those related to safety and security.

**4.3.2. 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 technical scores where appropriate. The mandatory qualifications/experience requirements are listed below.

**4.3.2.1. Experience in Safe Rental Programs**

Detail any experience your company has in providing safe rental programs to educational institutions, specifically in higher education settings.

Include a list of universities or colleges where you have implemented similar programs, along with references or case studies.

# REQUEST FOR PROPOSAL

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### 4.3.2.2. Client References

Supply a list of references from educational institutions where your company has provided safe rental programs. Include contact information for these references. Contact information should include at least a name, title, email address, and phone number.

- 4.4. 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 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:

- 4.4.1. Virtual Oral Presentation via MS Teams
- 4.4.2. Overview of Company and Team
- 4.4.3. Qualifications and Experience
- 4.4.4. Proposed Approach and Methodology
- 4.4.5. Safe Rental Program Details
- 4.4.6. Fee Structure and Affordability
- 4.4.7. Customer Support
- 4.4.8. Timeline and Project Schedule
- 4.4.9. Question and Answer Session

## 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.

# REQUEST FOR PROPOSAL

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**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.



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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 (§ 4.2)

- Approach & Methodology to Goals/Objectives (§ 4.2.1) 20 Points Possible
- Approach & Methodology to Compliance with Mandatory Project Requirements (§ 4.2.2) 30 Points Possible

##### Qualifications and experience (§ 4.3)

- Qualifications and Experience Generally (§ 4.3.1), and
- Exceeding Mandatory Qualification/Experience Requirements (§ 4.3.2) 20 Points Possible

Total Technical Score: 70 Points Possible

Total Cost Score: 30 Points Possible

**Total Proposal Score: 100 Points Possible**

- 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.
- 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.

# REQUEST FOR PROPOSAL

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### 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 in order 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 in order 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

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

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Proposal 2: Step 1– \$1,000,000 / \$1,100,000 = Cost Score Percentage of 0.909091 (90.9091%)  
Step 2 – 0.909091 X 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.

College Products

\_\_\_\_\_  
(Company)

Aaron Quinn - National Sales Director

\_\_\_\_\_  
(Representative Name, Title)

252-414-8045

\_\_\_\_\_  
(Contact Phone/Fax Number)

3/4/2024

\_\_\_\_\_  
(Date)



**Bid Solicitation: MU24SAFERENT –  
Portable Safe/Money Cart**

**“Direct Sale to Student”**

**QuicKey™ Personal Safes**  
By  
**College Products**



**Student Purchase: QuicKey™ Personal Safes**

March 4, 2024

College Products is currently contracted with Marshall University to provide Loft Kit rentals to students. We would be happy to add safes to our website and the marketing that is already going out to Marshall students.

College Products carries the QuicKey™ brand of safe. It is a personal safe composed of steel that is portable and convenient for students. The safe itself has both a programmable keypad and card swipe for your choice of easy access. The safe comes with a tethering system that can be used to secure the safe to a permanent fixture in the room. When used, this tethering system means that the safe cannot just be quickly picked up and carried out of a room and therefore decreases the chances of it being stolen. Please note that with the incorporation of the tethering system small holes are on the back of the safe and therefore it is not waterproof.

College Products has created a school specific web ordering page for all our partnered schools. We can simply add the safe option to the current website, [www.collegeproducts.com/marshall](http://www.collegeproducts.com/marshall) immediately so that students can order ASAP. In fact, we have added it temporarily so that you can view it for yourself.

For marketing of this program Currently College Products creates flyers that are handed out to students during orientation. Additionally, we have “take-away” cards in all the tour rooms. We would maintain the same marketing plan and add on information about the safes. We would be happy to create PDF’s for emailing to students as well. Finally, we advertise on social media to make sure all marketing bases are covered.

Delivery of the product could be accomplished in a multitude of ways. Our first option is to drop ship all the safes directly to the students’ homes. We could also collect the orders and deliver them directly to student rooms when we do the refrigerator delivery each fall before the halls open. The final option would be to drop ship the safes to the students at school after the move-in day has occurred. Ultimately, we could do a combination of all three of these options to ensure that the students receive the best service possible.

As with all programs and partnerships that College Products enters, we want you to have full input on how YOUR program is run. Please let us know your thoughts, concerns and ideas so we can work with you to customize the best program for your department and students alike.

The pricing proposed is listed on the next page followed by our three references.

## References

College Products thoroughly enjoys working with our partnering schools and is happy to provide you with references. While we do offer the QuicKey™ personal safe at many of our current schools, they are auxiliary products provided to compliment a feature product such as our MicroChill® refrigerators or our Patented Lofting Systems. For that reason, we are not able to provide you with references that are “Personal Safe” only customers. We have provided you with several references that we feel can/will attest to our reputation as a company and can speak to our customer service as well. Please let us know should you wish to have additional references.

- A. Dalton State College – Example of School Lease Program (MicroChill®)  
School Contact: Mr. Tim Reilly  
706-712-8288 treilly@daltonstate.edu
  
- B. Georgia State College and University – Example of Student Rental & Purchase  
(Lofting, MicroChill®, QuicKey™ Safes)  
School Contact: Larry Christensen/Mathew Terry  
478-445-5925 Mathew.terry@gcsu.edu
  
- C. East Carolina University – Example of Student Rental program (Lofting, QuicKey™ Safes)  
School Contact: Mr. Aaron Lucier  
252-328-2758 luciera@ecu.edu

<b>Request for Proposal</b>		 <b>Marshall University</b> <b>Office of Purchasing</b> <b>One John Marshall Drive</b> <b>Huntington, WV 25755-4100</b> Direct all inquiries regarding this order to: <a href="mailto:delong16@marshall.edu">delong16@marshall.edu</a>		<b>Bid#</b> <b>MU24SAFERENT</b>	
<b>Vendor:</b>				<b>For information contact:</b> <b>Purchasing Contact: Misty DiSilvio</b> <b>Phone: (304) 696-2918</b> <b>Email: <a href="mailto:delong16@marshall.edu">delong16@marshall.edu</a></b> <b><a href="mailto:Purchasing@marshall.edu">Purchasing@marshall.edu</a></b>	
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.					
<b>DATE</b> 02/12/2024		<b>MANDATORY BID MEETING</b> on February 19, 2024 at 3:0PM EST – details below		<b>DEPARTMENT REQUISITION NO.</b> <b>MU24SAFERENT</b>	
				<b>BIDS OPEN:</b> Technical Proposal: 03/04/2024 at 3:30PM	
<b>Item #</b>	<b>Quantity</b>	<b>Description</b>		<b>Unit Price</b>	<b>Extended Price</b>
		<p align="center"><b><u>Request for Proposal: MU24 JANITORIAL</u></b></p> <p align="center"><b><u>Addendum 1:</u></b></p> <p>Addendum 1: To extend the Technical Proposal Due date as noted below:</p> <p>1. Technical Proposals Due: March 4, 2024, at 3:30 PM, EST.</p> <p>The Technical Bid Opening may be attended in person or via the following link:</p> <p><a href="https://tinyurl.com/MU24SAFERENT">https://tinyurl.com/MU24SAFERENT</a></p> <p>Teams Meeting: Meeting ID: 272 281 623 158 Passcode: kR7ZWw</p>			
<b>Total</b>					

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's Name College Products

Signed By Aaron Quinn

Typed Name Aaron Quinn

Title National Sales Director

Email aaron@collegeproducts.com

Street Address 1400 W 1st Street

City/State/Zip Sioux City, IA 51103

Date 3/3/2024 Phone 252-414-8045

Fein 27-2791764

SOLICITATION NUMBER: MU24SAFERENT

Addendum Number: 001

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

Extend Technical Bid Due Date to:

March 4, 2024 at 3:30 PM

No other changes being made.

**NO OTHER CHANGES.**

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.



**ADDENDUM ACKNOWLEDGEMENT  
FORM SOLICITATION NO.: 001**

**MU24SAFERENT - Marshall University Safe Rental Program**

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.

College Products

Company

*Aaron Quinn*

Authorized Signature

3/3/2024

Date

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

<b>Request for Proposal</b>	 <p>Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: <a href="mailto:delong16@marshall.edu">delong16@marshall.edu</a></p>	<b>Bid#</b> <b>MU24SAFERENT</b>
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<b>Vendor:</b>	<b>For information contact:</b> <b>Purchasing Contact: Misty DiSilvio</b> <b>Phone: (304) 696-2918</b> <b>Email: <a href="mailto:delong16@marshall.edu">delong16@marshall.edu</a></b> <b><a href="mailto:Purchasing@marshall.edu">Purchasing@marshall.edu</a></b>
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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.

<b>DATE</b> 02/12/2024	<b>MANDATORY BID MEETING</b> on February 19, 2024 at 3:0PM EST – details below	<b>DEPARTMENT REQUISITION NO.</b> <b>MU24SAFERENT</b>	<b>BIDS OPEN:</b> Technical Proposal: 03/04/2024 at 3:30PM Cost Proposal: 03/21/2024 at 3:30PM	
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Item #	Quantity	Description	Unit Price	Extended Price
QKS2G23	1	Quickey Safe: QKS2G23	\$145.00	
<p align="center"><b><u>Request for Proposal: MU24 JANITORIAL</u></b></p> <p align="center"><b><u>Addendum 2:</u></b></p> <p>Addendum 2: To Formalize the Cost Proposal Due date as noted below:</p> <p>1. Cost Proposals Due: March 21, 2024, at 3:30 PM, EST.</p> <p>The Cost Bid Opening may be attended in person or via the following link:</p> <p><a href="https://tinyurl.com/MU24SAFERENTCOST">https://tinyurl.com/MU24SAFERENTCOST</a></p> <p>Teams Meeting: Meeting ID: 243 074 320 569 Passcode: eJjcE8</p>				

<b>Total</b>	<b>\$145.00</b>
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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's Name College Products

Signed By Aaron Quinn

Typed Name Aaron Quinn

Title National Sales Director

Email aaron@collegeproducts.com

Street Address 1400 West 1 st Street

City/State/Zip Sioux City, IA 51103

Date 3/18/2024 Phone 252-414-8045

Fein 27-2791764

SOLICITATION NUMBER: MU24SAFERENT

Addendum Number: 002

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

Formalize Cost Proposal Due Date:

March 21, 2024 at 3:30 PM EST

No other changes being made.

**NO OTHER CHANGES.**

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

**ADDENDUM ACKNOWLEDGEMENT  
FORM SOLICITATION NO.: 001**

**MU24SAFERENT - Marshall University Safe Rental Program**

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.

College Products

Company

*Aaron Quinn*

Authorized Signature

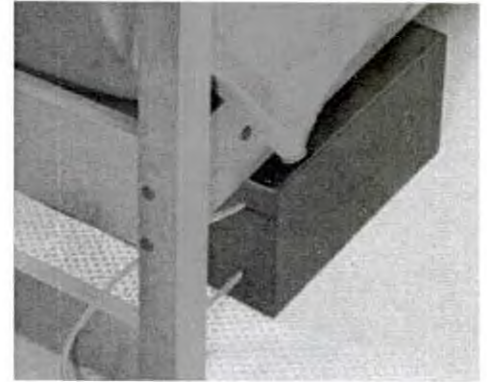
3/18/2024

Date

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

www.CollegeProducts.com

Sales@collegeproducts.com  
(712) 226-3250



Tethering cable included for added security



Interior carpet



Keypad or magnetic strip



Password Override/ Master

## Signature Features

### -SPECIFICATIONS-

- Programmable card swipe
- Programmable keypad
- Solid steel plated door, pry resistant
- 2 live action locking bolts
- Concealed hinges
- Operates with 4AA batteries (included)
- Each safe has a Tether Cable included
- LED display
- ADA compliant keypad
- Electrostatic powder coat paint finish
- Interior with carpet
- Password override with master code

### -ENHANCEMENTS TO PROFESSIONAL SERIES-

- Fits up to 17" laptop computer
- Audit trail
- Computerized emergency unit override (CEU)
- USB port
- 100 latest record report

### -EXTERIOR DIMENSIONS-

- Height: 9"
- Width: 19"
- Depth: 15"
- Weight: 33-36 lbs



