

Request for Proposal	 Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-3056	Bid# MU26VENDING
Vendor:		For information call: Purchasing Contact: Leeann Lemon Phone: (304) 696-3056 Email: bidquestions@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 06/03/2025	MANDATORY VIRTUAL PRE-BID MEETING: June 12, 2025 @ 9:00am https://tinyurl.com/MU26VENDING-VirtualPre-BidConf	DEPARTMENT REQUISITION NO. MU26VENDING
		BIDS OPEN: 07/03/2025 at 3:30 p.m., EST. Broadcast via Teams at link listed below.
		BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
Item #	Quantity	Description
		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: Project Name: MU26VENDING Vending Machine Program and Services MARSHALL UNIVERSITY – HUNTINGTON, WV Technical Question Deadline: June 20, 2025, at 12:00 p.m. EST send via email to at bidquestions@marshall.edu. Technical & Cost Bid Submission Deadline - July 3, 2025, at 3:29 p.m., EST Technical Submission Opening - July 3, 2025, at 3:30 p.m., EST and via Microsoft Teams at the following link: https://tinyurl.com/MU26VENDING-Bid-Opening Cost Submission Opening – To be determined (TBD)
		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 FOB _____ After receipt of order at address shown Terms _____	Bidder's name Vendor _____ Signed By _____ Typed Name _____ Title _____ Email _____ Street Address _____ City/State/Zip _____ Date _____ Phone _____ Fein _____
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REQUEST FOR PROPOSAL

(Marshall University and MU26VENDING)

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SECTION 1: GENERAL INFORMATION

1.1. Introduction:

1. 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 Marshall University (hereinafter referred to as the “Department”) to establish a Contract for superior service providing a Vending Machine Program across various locations.

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	06/03/2025
Mandatory Virtual Pre-bid Conference.....	06/12/2025 at 9:00 a.m.
Vendor’s Written Questions Submission Deadline	06/20/2025 at 12:00 p.m.
Addendum Issued.....	by 06/24/2025
Technical Bid Submission Deadline	07/03/2025 at 3:29 p.m.
Cost Bid Submission Deadline.....	07/03/2025 at 3:29 p.m.
Technical Bid Opening Date.....	07/03/2025 at 3:30 p.m.
Technical Evaluation Begins.....	07/03/2025
Cost Bid Opening	TBD
Cost Evaluation Begins.....	TBD
Contract Award Made	<i>anticipated</i> 08/01/2025

REQUEST FOR PROPOSAL

(Marshall University and MU26VENDING)

SECTION 2: ADMINISTRATIVE REQUIREMENTS & INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Administrative Requirements & Instructions to Vendors Submitting Bids begin on next page.

MANDATORY ADMINISTRATIVE REQUIREMENTS & 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 virtual** pre-bid meeting will be held at the following place and time:

June 12, 2025 @ 9:00am

<https://tinyurl.com/MU26VENDING-VirtualPre-BidConf>

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.

MANDATORY ADMINISTRATIVE REQUIREMENTS & 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.

MU26VENDING

Submit Questions to: bidquestions@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.

SEALED BID: MU26VENDING

CONTACT: Leeann Lemon

SOLICITATION NAME: MU26VENDING

SOLICITATION CLOSING DATE: July 3, 2025

SOLICITATION CLOSING TIME: 3:29 p.m. EST

MANDATORY ADMINISTRATIVE REQUIREMENTS & INSTRUCTIONS TO VENDORS

Bid submissions must include the following signed documents:

1. Bid Cover Page
2. Addendum Cover Page(s)
3. Addendum Acknowledgement Page(s)
4. Marshall University General Terms & Conditions
5. Section 7: Certification and Signature Page
6. Cost Submission (*separate sealed envelope or electronically submitted document*) [see Attachment A]
7. Purchasing Affidavit [see Attachment I]
8. Drug-Free Workplace Conformance Affidavit [see Attachment J]
9. Disclosure of Interested Parties to Contracts [see Attachment K]
10. Business License for the City of Huntington
11. Business License for the state of West Virginia
12. Certificates of Insurance

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.

Bid Opening Date and Time: July 3, 2025, at 3:30 p.m., EST and via Microsoft Teams at the following link: <https://tinyurl.com/MU26VENDING-Bid-Opening>

Bid Opening Location: Marshall University
Office of Purchasing
125 Old Main
Huntington, WV 25755

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.

MANDATORY ADMINISTRATIVE REQUIREMENTS & INSTRUCTIONS TO VENDORS

- 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 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>.

MANDATORY ADMINISTRATIVE REQUIREMENTS & INSTRUCTIONS TO VENDORS

- 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.
- 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.

MANDATORY ADMINISTRATIVE REQUIREMENTS & INSTRUCTIONS TO VENDORS

- 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. DRUG-FREE WORKPLACE AFFIDAVIT:** *West Virginia Code* §21-1D-5 requires each contractor who submits a bid for the work to submit an affidavit that the contractor has a written plan for a drug-free workplace policy prior to being awarded a contract. If the affidavit is not submitted with the contractor's bid proposal, the contractor must provide the affidavit within one (1) business day of the request. Failure to submit the affidavit within one (1) business day of receiving the request may result in disqualification of the bid. For subcontractors, compliance may take place before their work on the project is begun. [DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT \(state.wv.us\)](http://www.state.wv.us/admin/purchase/VRC/Ethics_DisclosureInterestedParties_2018.pdf)
- 25. 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

MANDATORY ADMINISTRATIVE REQUIREMENTS & INSTRUCTIONS TO VENDORS

- 26. 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.
- 27. AWARD:** This RFP does not obligate the State of West Virginia or the University to contract for services specified herein. The University also reserves the right to cancel, re-issue the RFP, in whole or in part, prior to execution of a contract. Further, the University reserves the right to award the contract one vendor, multiple vendors, and/or in any combination of vendors, if deemed in the best interest of the University.
- 28. PRICE ESCALATION:** Maximum hourly rates must remain firm throughout the entire term of the contract including renewals. Materials and equipment must remain firm for the initial year of the contract. If your pricing for these areas is a basis method pricing such as a percent markup from cost, then your basis must remain firm throughout the contract including renewals. Any price increase after that initial period is limited to once a year at least sixty (60) days before the renewal period and must be received and approved in writing to lemonl@marshall.edu at least thirty (30) in advance before going into effect. Any price increase sought must be based on documented industry-wide changed market conditions beyond the control of the contractor.

If Purchasing deems cost increases are not acceptable, MARSHALL UNIVERSITY reserves the right to rebid the contract in whole or part or to negotiate price increase requests with the Contractor. An acceptance of the price list change will be in the form of an amendment to the contract or a letter to the Contractor.

- 29. QUOTATION PRICING:** Quotation Pricing: It is hereby stipulated and agreed that the total cost to the University for the Performance of the work under this Agreement will not exceed the quotation price. Contractor agrees to perform the work specified and all obligations under this Agreement as specified in the quotation. Marshall University shall not be obligated to reimburse Contractor for billing in excess of the funding limitation set forth in the quotation, and Contractor shall not be obligated to continue performance of work under the order or to incur costs in excess of the funding limitations if such increased costs are due to additional requirements identified by Marshall University and the Contractor after the initiation of effort on the work specified in the quotation, and until a change order or amendment to the quotation, increasing the funding limitation, is approved by Marshall University. Total production pricing, including hourly rate and fees, shall be included in each quote. Terms and conditions on vendor provided quotations are canceled and are not a part of this contract. Materials and installation must be included at the contracted prices. Invoices must not exceed the quote unless amended and agreed to in writing.

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

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.

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 the approval date of the WV
Attorney General 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 48 months in total. Automatic renewal of the Contract is prohibited.

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 purchase order and must be completed by _____.
- ☐ **Fixed Period Contract with Renewals:** The Contract becomes effective upon Vendor's receipt of the the purchase order 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 the purchase order unless otherwise instructed by the University.
- 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.

- ☒ **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.

INSERT ADDITIONAL CONDITIONS BELOW:

Business License for the City of Huntington

Business License for the State of West Virginia

Certificates of Insurance as indicated indicated in sections 8 and 9

Purchasing Affidavit and Drug-Free Workplace Affidavit

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 if insurance for either of its or the Vendors benefit is deleted.

Vendor must maintain:

- ☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000 per occurrence and an aggregate of \$3,000,000.
- ☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000 per occurrence and an aggregate of \$3,000,000.
- ☐ **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 _____.

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:

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

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.

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

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

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

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

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

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

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

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

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

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

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

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,

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.

MU26VENDING

(Purchase/Contract Number)

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.

(Name, Title)

(Printed Name and Title)

(Address)

(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)

(Printed Name and Title of Authorized Representative)

(Date)

(Phone Number)

(Fax Number)

REQUEST FOR PROPOSAL

(Marshall University and MU26VENDING)

SECTION 4: PROJECT SPECIFICATIONS

4.1 Background and Current Operating Environment: Founded in 1837, Marshall University, referred to as Marshall, is one of West Virginia's oldest public institutions of higher education. The university was named in honor of John Marshall, the fourth Chief Justice of the United States (1801-1835). Marshall University is a public research university in Huntington, West Virginia, United States. It was founded in 1837 and is named after John Marshall, the fourth chief justice of the United States. The university is classified among "R2: Doctoral Universities – High research activity". Enrollment for the 2024 spring semester was 10,833. While Marshall's 100-acre main campus is located in the heart of Huntington, the university also has campuses in South Charleston and Point Pleasant and offers courses at educational centers across the state. Marshall University is accredited by the Higher Learning Commission, and its Thundering Herd athletic teams compete in NCAA Division I, Sun Belt Conference.

4.2 Scope of Services: Marshall is considering proposals for snack/food vending only (not cold beverages). Contractors are encouraged to submit proposals showing innovative ideas to enhance the proposed contract.

The successful contractor shall furnish all machines in the quantities requested (See Attachment B for current configuration and locations), along with service, collection, reporting, refunds, commissions and all other items necessary for complete vending service. Vending machines shall be serviced and operated throughout the entire year, but with reduced selection, arrived by mutual agreement between the Director of Business Operations and the contractor, for the summer sessions and institution vacation breaks.

Companies submitting proposals must have the resources now to furnish the quantity, quality and levels of service to meet demands. The ability to provide good, quality service during the entire length of the contract will be a prime factor in the selection of a company to service Marshall University. Bidders must show that their company is fully experienced and has a successful record in operating vending machine service.

The contractor(s) shall provide Marshall with freshly made products. Pull dates should be stamped on all products. Transportation of perishable products shall be done in vehicles equipped according to state health standards to transport perishable products.

The University currently has an exclusive Pouring Rights agreement with Pepsico, Inc . This agreement also includes beverage services for athletic and concession venues. This includes all non-alcoholic bottled and packaged beverage products, (soft drink beverages are all carbonated and non-carbonated soda, including waters, teas, drinks and isotonic beverages) and services provided to the University community through dining, retail, and catering, vending and athletic venues on all campuses. Complete Pouring Rights contract can be found via <https://www.marshall.edu/purchasing/> under contracts.

4.3 Project Goals and Mandatory Requirements: Marshall University is soliciting the services of a qualified vendor that has experience and expertise in providing vending machine services. Marshall wishes to obtain interested contractors to install, properly service and maintain, clean and stocked with name brand merchandise, snack vending machines in designated buildings. The chosen company will be expected to create a comprehensive snack vending program that will increase customer satisfaction by providing quality

REQUEST FOR PROPOSAL

(Marshall University and MU26VENDING)

products and state-of-the-art equipment, while achieving growth and profitability in vending sales. This includes the Huntington campus, South Charleston campus and Mid-Ohio Valley campus. The University intends to enter into a contract agreement with the Successful Proposer for a one (1) year period with four (4) optional renewals in one-year increments.

The main objective is to provide attractive, convenient, well-maintained, reasonably priced name brand products in vending machines for the convenience of the campus community in academic, administrative, residence hall and apartment buildings at Marshall University. Contractor must comply with all University policies; audit requirements and state statutes related to purchasing. The selected vendor will be responsible for complete service and management of campus dry good vending machines for Marshall University. The University does have an exclusive Pouring Rights agreement with PepsiCo, which provides vending machines for cold beverages. This agreement also includes beverage services for athletic and dining facilities.

Vendor should describe its approach and methodology to provide the service or solve the problem described by meeting 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 Maximize Product Availability and Variety: Ensure a diverse and appealing selection of snacks that meet the preferences and dietary needs of the target customers, maintaining optimal stock levels to minimize outages.

4.3.1.2 Enhance Customer Satisfaction and Convenience: Provide reliable, easy-to-use machines with quick payment options and prompt restocking services to improve the overall customer experience and encourage repeat usage.

4.3.1.3 Increase Sales and Revenue: Implement effective placement strategies, promotional initiatives, and inventory management practices to drive higher sales volumes and maximize profitability within the designated location.

4.3.1.4 Ensure that all specific requirements and expectations related to the maintenance of the card readers are clearly defined and documented within the proposal. The vendor must provide a detailed maintenance plan and agree to all terms within the RFP itself. No separate agreements or negotiations outside the RFP will be accepted, as all commitments must be enforceable and hold the supplier accountable through the formal procurement process.

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 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 with, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.

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4.3.2.1 Machines

4.3.2.1.1 Locations

All locations for vending machines shall be the same as present locations unless approved by Marshall. (See Attachment B).

4.3.2.1.2 Installation

All machines proposed and approved with card readers shall be installed and operational within the first week of the contract period. Installations shall be scheduled with Marshall University. Contractor must have ability to provide additional machines as requested by the institution should new vending locations be determined during the life of the contract or should new buildings be erected on campus. Any damage done by the contractor or his agents during installation or removal shall be repaired at the contractor's expense.

Please note that all vending machines provided must be Energy Star certified. Using The assists with the University's efforts to reduce energy consumption, lower operating costs, and support our commitment to environmental sustainability. https://www.energystar.gov/products/vending_machines

Additional services required upon installation that were not brought to the attention of Marshall shall be installed at the contractor's expense. The contractor shall be responsible for the cost of installation and removal of machines at contract termination and shall dispose of all trash.

4.3.2.1.3 Utilities/Functionality

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

4.3.2.1.4 Service and Maintenance

The contractor shall provide vending, card readers, and auxiliary equipment maintenance and repair service 24 hours a day, seven days a week to minimize vending equipment downtime should malfunctions be reported. Equipment which cannot be returned to full service within 48 hours of notification of needed repair shall be replaced with comparable equipment of like quality until the original equipment is returned to service.

The contractor shall be responsible for keeping all machines and equipment in clean and sanitary condition.

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The contractor shall dispose of all trash and remove from Marshall University premises during daily service of machines. University dumpsters shall not be used for garbage removal. However, compactors for cardboard disposal are located on campus for the contractor's use. Contractor must break down all boxes before disposal.

The Memorial Student Center, Corbly Hall, Smith Hall, Harris Hall, Drinko Library, Science Hall, Weisburg Applied Engineering Complex, Education Building and all residence halls shall be serviced 3 to 5 days per week, except for University breaks. This schedule is subject to change based on building needs, occupancy, activity, etc. The contractor must abide by all visitation guidelines in the residence halls when servicing or maintaining machines.

All machines can be serviced Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m. during the regular academic semesters. During the summer semester, some buildings will not require daily service. In this case, a list of buildings will be provided. The contractor shall be alert to specific equipment which requires product inventory stocking more frequently than once per day to maintain adequate product variety and inventory and to provide satisfactory service 24 hours per day. The contractor shall maintain a continual program of equipment replacement in high volume locations where obsolescence becomes a factor resulting in a decrease in potential service or sales.

Complaints of unreliable equipment, poor technical service response, or inadequate level of attention shall be made by the Director of Business Operations or representative to the contractor. The contractor must take immediate steps to resolve any and all complaints. The contractor must advise the Director of Business Operations of corrective actions.

4.3.2.1.5 Damage

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

4.3.2.1.6 Schematic Drawings

Vendor will provide machine specifications and manufacturers' literature on the machines to be provided. Contractor shall provide schematic drawings with photos of examples of other operations showing their configuration and aesthetic setting. Include information on microwave ovens. Energy usage should be included.

4.3.2.1.7 Machine Condition and Requirements

All machines must be in excellent operating condition, have excellent appearance and will be debit card ready as per contract requirements. Marshall University will determine additional locations of machines. Electrical power to each location will be furnished by Marshall. Replacement of readers due to malfunction, vandalism, and wear will be the responsibility of the contractor.

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Contractor must have ability to provide additional machines and card readers as requested by the institution should new vending locations be determined during the life of the contract or should new buildings be erected on campus.

The machines should be modular or capable of being capped to present an attractive appearance. Replacements of equipment will be made with new machines as required with wear and obsolescence. These replacements shall be made at the request of the Director of Business Operations. Contractor will install microwave, condiments areas and enclosures as needed.

Machines must be capable of accepting multiple forms of payment including cash, debit/credit cards and Marshall campus spending account “Herd Points”. Readers must process payments by “contactless tap” for all payments and “magnetic strip swipe” (for debit/credit). Provider must use an approved “all in one” reader accepting all three (3) forms of payment. Payment acceptance should attempt processing in order of campus card, then debit/credit.

It is our preference that all equipment be factory new equipment of the most recent models available. Equipment shall not be more than five years old or manufactured prior to 2020. Machines must meet with the approval of the Director of Business Operations.

All new machines will be equipped with bill validators and must accept any combination of nickels, dimes, and quarters.

Equipment supplied will be a type approved by the National Sanitation Foundation, National Automatic Merchandising Association, or a recognized state or local health department.

All electrically operated vending machines furnished shall be equipped so as to provide thermal overload protection. All machines furnished shall be equipped with all necessary safety devices which shall be maintained in good operating condition at all times, and shall be listed with Underwriters’ Laboratories, Inc. All product vending machines must be approved by the National Sanitation Foundation, or other approved testing organization, and the National Automatic Merchandising Association.

Microwave Equipment: Contractor will maintain all microwave ovens used with food vending in satisfactory condition.

4.3.2.2 Collections

Collections from all machines shall be made on the day of service. Marshall requires a monthly accounting by machine as outlined in the Financial Terms section of this proposal.

4.3.2.3 Refund/Out of Order Procedures

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The contractor shall attach to vending machines, information to the user where to report out of order or malfunction complaints, product quality comments or refund requests on cash sales. Complaints, comments, and refund requests should be directed to the Student Center Main Office, Room 2W6, Memorial Student Center, (304) 696-6472. Contractor shall provide and maintain a balance of \$100.00 in change in the Memorial Student Center Main Office. The contractor shall make refund exchanges in the Student Center Main Office, as requested, Monday through Friday. Refund balances shall also be provided for both the South Charleston and Mid-Ohio Valley campuses.

4.3.2.4 Campus Card Program

The University Campus ID Card Program (Herd Points) offers convenient payment method to students, faculty, and staff at more than 100 locations on-campus. Competition for the card program is primarily other debit cards and any other payment method available to customers. However, other than the Campus Card, there is no single option available that can serve as a payment option for the board plan, on-campus copying, printing, and vending; verify enrollment status; track print recovery program; and provide building/room access.

Customer recognition, convenient access to deposit options, reliability of the card program, and the number of places at which the card can be used, has a significant impact on the growth of the program as well as the customer's perceived value of the card. The ability to effectively market the Campus Card to incoming freshmen and their parents also affects the rate at which the program grows.

Students are technologically savvy and expect the availability of an instrument such as the Herd Points program with which to conduct their business. Parents also look for fast, easy, safe, and convenient ways to replenish their students' funds.

Marshall is continually striving to enhance and/or upgrade the debit card system to provide its community with a state-of-the-art debit card system. Marshall reserves the right to implement or expand the same or similar cards during the life of the agreement.

The card is part of a computerized control system with digitized imaging storage capabilities for identification purposes and debit transactions. The Blackboard System is the property of Marshall. The MU ID Card services include enrollment verification, library identification, debit card service including bookstore purchases, food service, campus vending machines and residence hall laundry facilities. Marshall continues to improve the services available and "user friendliness" of the MU ID Card.

In 2019 Marshall University implemented "mobile IDs" utilizing smart phone wallets. In 2020 Mobile ID became the sole form of University Identification issued to incoming students. Today we operate with a mix of mobile IDs and "contactless" card IDs. No magnetic strip technology is used.

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4.3.2.5 Vehicles

Trucks or service vehicles used to service the account must be easily identified with company name. Contractor is responsible for contacting the Department of Public Safety to obtain permits for service vehicles to park while servicing machines.

4.3.2.6 Management, Training and Personnel

The contractor must maintain adequate staff at all times for efficient operation in servicing and maintaining the account. The contractor shall have the staff and resources to continually provide training for employees in the areas of refrigeration, maintenance, defensive driving, equipment repair and proper sanitation. The contractor will be responsible for the expense of such training. Employees servicing the account must be provided with company uniforms and identification tags, at the contractor's expense, with company and employee name clearly displayed. There shall be no exceptions.

Marshall reserves the right to interview personnel who will service the account. Marshall also reserves the right to require removal of any personnel who, while performing their duties with the account, engage in conduct deemed unprofessional by Marshall.

The contractor will not discriminate against any employee or applicant for employment because of age, race, color, religion, national origin, ancestry, sexual orientation, or sex. The contractor will take affirmative action to ensure that minority applicants are employed, and that they are treated during employment without regard to age, race, color, religion, national origin, ancestry, sexual orientation, or sex.

4.3.2.7 Signage

All instructional signage, advertising, etc. shall be provided by the contractor and approved by the Director of Business Operations. Posted advertising shall reference only items and brands being served by the contractor. Signage for machines placed in remote locations should be posted in a more visible area, such as a lobby or first floor of a building.

Professionally produced, vandal resistant, and attractive instructional signage shall be provided on each machine with the following:

- A. Name of contractor.
- B. Place to report out of order, malfunction, quality comments or refund requests.
These shall be to the Student Center Main Office, Room 2W6, Memorial Student Center, (304) 696-6472.
- C. Machine identification number.
- D. Operating instructions.

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4.3.2.8 Product Pricing and Selection

Current products and vending prices are attached in Attachment C of this proposal. The listing is a minimum of products which must be offered. Contractors are encouraged to enhance the product listing. Please include food items from your portfolio (sandwiches, hot beverages, soups, etc.

Twenty-five percent (25%) of each snack/food machine should offer healthy options that are whole grain, low calorie, low added sugar & low fat. Contractor shall support and implement industry trends and best practices regarding healthy and nutritious snack products. Examples include, but are not limited to, dried fruit, nuts, trail mixes, protein bars, baked chips, etc.

To keep snack offerings fresh and exciting for all students, we encourage vendor to rotate their products lines seasonally. This could involve introducing new, trendy products that align with current student preferences. To ensure these changes resonate with our study body, vendor is also encouraged to solicit feedback through occasional surveys or sampling campaigns.

Thirty (30) days prior to the commencement of this contract, the contractor shall provide the Director of Operations with a complete proposal for product listing, portion sizes, location, and prices with product invoices to substantiate proposed prices. The Director of Operations shall have final approval of the products offered, portion sizes, locations and prices.

Price increases after the commencement of the contract must be submitted for approval by the Director of Operations and will only be considered if the increase is a pass-through cost from the manufacturer. The supplier increases are to be documented in writing through invoices from said supplier.

4.3.2.9 Financial Terms and Reporting

It is the intent of Marshall to structure the contract with a minimum annual guaranteed income (MAGI) or percentage of annual gross revenue collections (PAGR). Contractor will be required to pay in twelve monthly payments.

Gross Revenue shall be defined as the total revenue earned from all sales of vending products, without any allowance or deduction for operational cost, taxes, equipment charges, or other fees, expenses, or payments to suppliers.

Royalty payments on gross revenues for the calendar month shall be paid monthly by the 15th of the month for the preceding calendar month; and any balance remaining unpaid upon termination of this agreement shall be paid within fifteen (15) days after date of such termination.

Contractor shall indicate Minimum Annual Guarantee Income (MAGI) in dollars (\$) and percentage of annual gross revenue collections (PAGR) in percentage (%) which shall be clearly stated in the submitted proposal, as firm and fixed for the duration of the contract period and any extensions thereof.

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The contractor shall maintain separate and distinct records on each unit showing the number and amount of cash vends and number and amount of debit card vends (in order to reconcile payment with Campus I.D. Office). Marshall-wide student card makes purchases more convenient and can increase sales of vending items. I.D. card sales volume is shown in Attachment D. Marshall encourages a proposal that anticipates a greater sales volume. The contractor will receive from Marshall a detailed sales report for the debit card sales and a check for those sales. The contractor will be required to issue a separate check to the Campus I.D. Office for the "System Maintenance Fee." This fee is based on a percentage of debit card sales to help cover Marshall's cost of maintaining the automated computing system and for card transactions. The minimum requirement for 2024-25 is 5% of actual debit card sales. This requirement is subject to change and will be reviewed during the renewal period. The percentage will be determined annually for the life of the contract by mutual agreement of Marshall and the contractor.

Commission checks must be accompanied by an itemized statement listing each machine, gross revenue (cash and debit card vends listed separately), net revenue and commission. The same commission shall apply to all contractor products.

4.3.2.10 Regulations/Permits/Taxes

The contractor shall comply with all statutes and regulations of federal, state, county and city governments applicable to the operation of the vending account. The contractor shall pay all taxes and license fees pertaining to the business herein described and obtain at contractor's expense, all necessary permits required by federal, state, county, and city statutes.

4.3.2.11 Exclusions

The contractor selected shall have exclusive vending machine concession on the Marshall University campus, except for the following:

- A. This agreement does not include copying or duplicating.
- B. This agreement does not include laundry.
- C. This agreement does not include food service in the following areas:
 - Banquet/Catering facilities on second floor of Memorial Student Center
 - Campus catering in any building on campus
 - Dining halls (upon approval)
 - Concessions and catering at athletic events
 - Medical education buildings
 - Bake sales, etc. sponsored by recognized campus clubs or organizations
 - Drinko Coffee Express
 - MU Bookstore
 - Starbucks

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- Any other exclusion must be approved by the University.

4.3.2.13 Subcontractors

The contractor who is awarded this contract is required to submit a list of all subcontractors with the proposal. Any subcontract arrangements must be reviewed and approved by Marshall University.

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

4.4.1.1 Proposed Management Structure, Operations and Services

Provide an organizational chart illustrating the proposed management structure for the University's account. All management and supervisory positions should be clearly identified as well as reporting structure to regional and corporate offices. Be advised that if your company is selected for a short-list interview, your key management candidates may be required to be present at the interview.

Organizational chart and the reporting path for the University. Provide a copy of company's organizational chart at corporate, regional, and local levels and supply resumes of local staff that would represent the university account.

The chart should illustrate the proposed management structure for the vending program, from regional management to the on-site management team. All proposed management and supervisory positions should be clearly identified; and
Key personnel and staff support - The vendor shall provide expert administrative, purchasing, equipment consulting, and personnel supervision.

Describe additional support and resources that will be dedicated to the on-site management team from the regional and/or district office, and the national office. Examples may include information technology, accounting, marketing, research, etc.

Operations and Services - Provide general information about operations and how service will be provided. Describe service communication system and response time to service calls that will be provided to Marshall University. Include phone numbers, email, pager numbers, etc.

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List route personnel and repair technicians including years of experience in vending trade, who will be assigned to this account to include location of dispatch office.

Identify the training programs and standards for personnel. Provide examples of standard uniform and identification.

Include all information concerning the company's current ability to provide machines and card reader vending capabilities, including the ability to assume costs associated with providing the specified card readers. Marshall utilizes a campus-wide debit vending system using Blackboard Transact Vending Readers to be supplied by the contractor.

Provide your method and frequency of cash collection.

Explain your customer refund policy. The contractor will be responsible for funding the maintenance and upkeep of the card readers. Provide your maintenance plan. Maintenance /repair/replacement of the readers will be coordinated through Marshall and billed at cost to the contractor. Details of the maintenance program will be negotiated as part of the contract.

4.4.1.2 Product Overview/Brand Portfolio

Provide an itemized listing of product offerings to include brand name, portion size and recommended pricing. The University currently provides snack items only.

4.4.1.3 Campus ID Card Experience

The University is interested in continuing the campus debit card as a payment method at all point of sale locations. Describe your experience and provide information to meet the University Card Program as it relates to equipment, technology, marketing, and operations.

4.4.1.4 Marketing Support

The proposal will include a business plan defining the vendor's marketing approach and merchandising policy specific to Marshall. The successful contractor is responsible for a year-round merchandising and marketing program. It is Marshall's intent to explore and pursue innovative ways for individual contractors to support other University initiatives to the mutual benefit of both parties. Such initiatives, along with a brief description and quantification that the contractor feels would be of value to Marshall, should be included with the proposal's submission for consideration. Incentives may include in kind product contributions for events, marketing donations, scholarship contributions, etc.

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4.4.2 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.

4.4.2.1 Describe your company's overall business philosophy, mission statement, reasons responding to this RFP and how your company is considered a leader in the vending machine industry.

4.4.2.2 Describe your company's background and experience with operations similar to the University or other business entities.

4.4.2.3 Describe how your company's Transition Plan is if awarded this contract.

4.4.2.4 Provide corporate financial statements for fiscal years 2021-22, 2022-23 and 2024-25.

4.4.2.2 References

4.4.2.2.1 Current Accounts: Provide five (5) current accounts that are similar in size and nature to the University. The University reserves the right to contact the references. List the following information:

4.4.2.2.1.1 Client/Account Name and Point of Contact

4.4.2.2.1.2 Location and address

4.4.2.2.1.3 Telephone number

4.4.2.2.1.4 Email address

4.4.2.2.1.5 Length of account tenure

4.4.2.2.1.6 Detailed description of services provided

4.4.2.2.2 Lost Accounts: For the past twelve (12) months, provide a listing of all previously held accounts that you have not been selected to retain or were not selected to provide services. List the following information:

4.4.2.2.2.1 Client/Account Name and Point of Contact

4.4.2.2.2.2 Location and address

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4.4.2.2.2.3 Telephone number

4.4.2.2.2.4 Email address

4.4.2.2.2.5 Length of account tenure

4.4.2.2.2.6 Detailed description of why the account was not retained or bid not awarded.

4.1. 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 1.2) 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:

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.

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- 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: Administrative Requirement & Instructions to Bidders Submitting Bids.

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.
- 6.3. Evaluation Point Allocation:**

Project Goals and Proposed Approach (§ 4.3)

- Approach & Methodology to Goals/Objectives (§ 4.3.1) (15) Points Possible
- Approach & Methodology to Compliance with
Mandatory Project Requirements (§ 4.3.2) (35) Points Possible

Qualifications and experience (§ 4.4)

- Qualifications and Experience Generally (§ 4.4.1) (15) Points Possible
- Exceeding Mandatory Qualification/Experience
Requirements (§ 4.4.2) (5) Points Possible

Total Technical Score: 70 Points Possible

Total Cost Score: 30 Points Possible

Total Proposal Score: 100 Points Possible

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- 6.4. 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.
- 6.5. 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.
- 6.6. Proposal Disqualification:**
- 6.6.1. 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.
- 6.6.2. 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.
- 6.7. 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.

- 6.8. 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 determining 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: $\text{Cost Score Percentage} \times \text{Points Allocated to Cost Proposal} = \text{Total Cost Score}$

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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 – $\$1,000,000 / \$1,000,000 = \text{Cost Score Percentage of 1 (100\%)}$

Step 2 – $1 \times 30 = \text{Total Cost Score of 30}$

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

Step 2 – $0.909091 \times 30 = \text{Total Cost Score of 27.27273}$

- 6.9. 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.

SECTION 7: CERTIFICATION AND SIGNATURE PAGE

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/Cost Sheet

Attachment A: Pricing Page**MU26VENDING****Bidder Name:** _____

	#	Item	Quantity Required	Financial Consideration	Total Funds
	#0-1	Minimum Annual Guarantee Income	1		
	#0-2	Percentage of Annual Gross Revenue Collections	1		
	#0-3	Debit Card Sales Commission	1		
	#0-4	All Other Sales Commission	1		
	#0-5	ID Office System Maintenance Fee	1		
	#0-6	Other Sponsorships and Contributions	1		
	#0-7	Annual Marketing/Promotional Funds	1		

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Attachment B: Snack Vending Machine Locations 2025

<u>Building</u>	<u>Type</u>	<u>Number of Machines</u>
Advanced Manufacturing Center	Snack	1
Applied Engineering	Snack	2
Bio Tech	Snack	1
Buskirk Hall	Snack	1
Corbly Hall	Snack	1
Douglas Center	Snack	1
Drinko Library	Snack	2
East Hall	Snack	1
East Towers	Snack	1
Fairfield Landing	Snack	1
Playhouse	Snack	1
Gibson Hall	Snack	1
Gullickson Hall	Snack	1
Harris Hall	Snack	1
Haymaker Hall	Snack	1
Education Building	Snack	1
Morrow Library	Snack	1
Myers Hall	Snack	1
North Freshmen	Snack	1
Old Main	Snack	1

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<u>Building</u>	<u>Type</u>	<u>Number of Machines</u>
Pritchard Hall	Snack	1
School of Pharmacy	Snack	1
Science Building	Snack	2
Shipping and Receiving	Snack	1
Smith Hall	Snack	2
Sorrell Maintenance	Snack	1
South Freshmen	Snack	1
Student Center	Snack	1
West Towers	Snack	1
Visual Arts	Snack	1
Wellman Hall	Snack	1
Willis Hall	Snack	1
South Charleston Campus	Snack	2
	Beverage	1
Point Pleasant Campus	Snack	1

REQUEST FOR PROPOSAL

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Attachment C: Current Products and Pricing

Candy	\$1.75
Crackers	\$1.75
Pastry	\$2.00
Chips	\$1.75
*Carbonated Beverages	\$2.00
*Water	\$2.00

**Only provided at the South Charleston campus via subcontract with Pepsi-Co.*

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Attachment D: ID Card – 3 Year Sales

<u>Fiscal Year</u>	<u>Net Sales</u>	<u>Notes</u>
2021 – 2022	\$ 1,575.00	*Covid closure
2022 – 2023	\$ 17,840.06	
2023 – 2024	\$ 10,214.00	

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**Attachment E: Snack Vending Sales & Commissions
FY21-24 [3-year]**

<u>Fiscal Year</u>	<u>Net Sales</u>	<u>Commissions (20%)</u>
21/22	\$40,233.45	\$8,046.65
22/23	\$49,741.25	\$9,948.29
23/24	\$61,599.92	\$12,216.23

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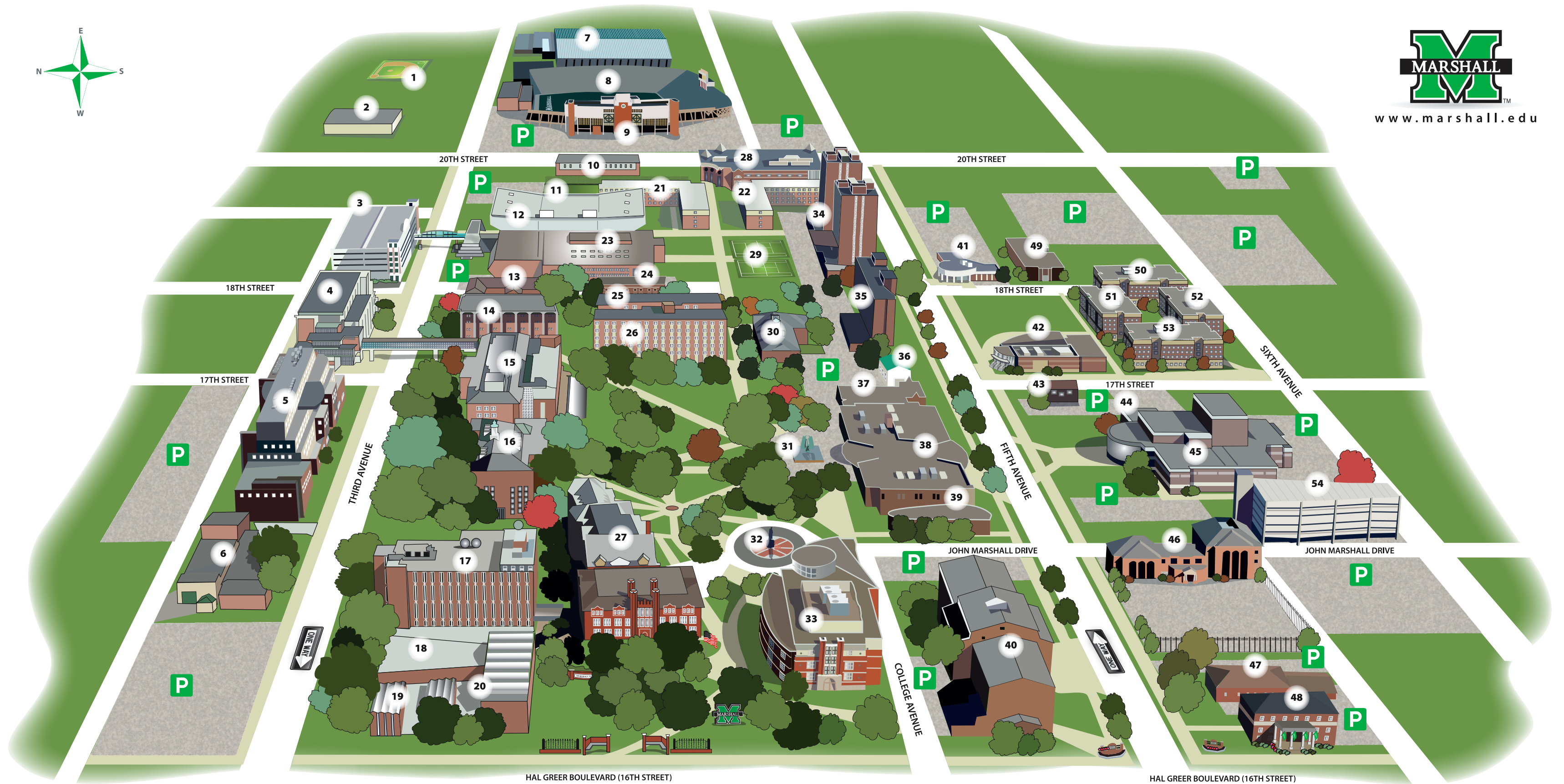
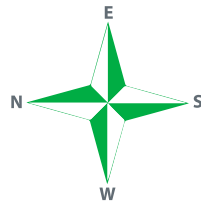
**Attachment F: Vending Machine Specifications &
Dimensions**

Attachment F
Marshall Vending Machines

<u>Location</u>	<u>Machine Make/Model</u>	<u>Dimensions</u>
Applied Engineering	Large Showcase USI Model	72X41X34 1/4
Applied Engineering 2	Mini Showcase Model #112	72X33.50X35
BIO Tech	Evoke 10" Touchscreen	72X41X35.2
Buskirk Hall	Mini Showcase USI Model	72X35 5/32X34 1/4
Corbley Hall	Large Showcase USI Model	72X41X34 1/4
Douglass Center	Mini Showcase Model #122	72X33.50X35
Drink Library LT	Evoke 10' Touchscreen	72X41X35.2
Drinko Library RT	Evoke 10' Touchscreen	72X41X35.2
East Hall	Mini Showcase Model #132	72X33.50X35
East Towers	Large Showcase Model #133	72X38.88X35
Fairfield Landing	Mini Showcase Model #	72X35 5/32X34 1/4
Fine Arts	Mini Showcase Model #122	72X33.50X35
Gibson Hall	Mini Showcase USI Model	72X35 5/32X34 1/4
Giullickson Hall	Large Showcase USI Model	72X41X34 1/4
Harris Hall	Large Showcase USI Model	72X41X34 1/4
Haymaker	Mini Showcase Model #132	72X33.50X35
Jenkins Hall	Mini Showcase USI Model	72X35 5/32X34 1/4
Morrow Library	Mini Showcase USI Model	72X35 5/32X34 1/4
Myers Hall	Mini Showcase USI Model	72X35 5/32X34 1/4
North Residence Hall	Large Showcase Model #123	72X39X35
Old Main	Evoke 10' Touchscreen	72X41X35.2
Pritchard Hall	Mini Showcase Model #122	72X33.50X35
Robert C. Byrd Institute	Mini Showcase Model #132	72X33.50X35
School of Pharmacy	Mini Showcase USI Model	72X35 5/32X34 1/4
Science 2Nd Floor	Mini showcase Model #132	72X33.50X35
Science BLD 3RD Floor	Mini Showcase Model #122	72X33.50X35
Shipping	Mini Showcase USI Model	72X35 5/32X34 1/4
Smith Hall 1ST Floor	Evoke 10' Touchscreen	72X41X35.2
Smith Hall 2ND Floor	Large Showcase USI Model	72X41X34 1/4
Sorrell Maintenance	Large Showcase USI Model	72X41X34 1/4
South Residence Hall	Large Showcase Model #123	72X39X35
Student Center	Evoke 10' Touchscreen	72X41X35.2
Towers West	Large Showcase Model #123	72X39X35
Visual Arts	Large Showcase USI Model	72X41X34 1/4
Wellman Hall	Large Showcase Model #123	72X39X35
Willis Hall	Large Showcase Model #123	72X39X35

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Attachment G: Campus Map



MARSHALL UNIVERSITY HUNTINGTON CAMPUS

1. Dot Hicks Field
2. Art Warehouse=AW
3. Third Avenue Parking Garage
4. Robert C. Byrd Biotechnology Science Building=BBSC
5. Arthur Weisberg Family Applied Engineering Complex =WAEC
6. Arthur Weisberg Family Engineering Laboratories=EL
7. Chris Cline Athletic Complex
8. Joan C. Edwards Stadium
9. HerdZone Bookstore
10. Sorrell Maintenance Building
11. Multipurpose field

12. Cam Henderson Center=HC
13. Laidley Hall=LA
14. Harris Hall=HH
15. Science Building=S
16. Morrow Library=ML
17. Communications Building=CB
18. Smith Hall=SH
19. Birke Art Gallery
20. Smith Music Hall=SM
21. Freshman North Residence Hall=FN
22. Freshman South Residence Hall=FS

23. Gullickson Hall=GH
24. East Hall (INTO Center)=EH
25. Prichard Hall=PH
26. Buskirk Hall = BU
27. Old Main=OM
28. Recreation Center=RC
29. Brian D. Fox Tennis Center
30. Education Building=EB
31. Memorial Fountain
32. John Marshall Statue
33. Drinko Library=DL

34. Twin Towers=TT
35. Holderby Hall=HY
36. One Room Schoolhouse
37. Campus Christian Center
38. Memorial Student Center=MSC
39. Campus Bookstore
40. Corby Hall=CH
41. Bliss Charles Public Safety Building
42. Harless Dining Hall
43. Career Services Center
44. Jomie Jazz Center=JJ

45. Joan C. Edwards Performing Arts Center=PAC
46. Brad D. Smith Foundation Hall/Erickson Alumni Center
47. Marshall Newman Center
48. Joseph M. Gillette Welcome Center
49. Wilber E. Myers Hall
50. Marshall Commons (Gibson Hall)=MC
51. Marshall Commons (Willis Hall)=MC
52. Marshall Commons (Wellman Hall)=MC
53. Marshall Commons (Haymaker Hall)=MC
54. Sixth Avenue Parking Facility

OFF CAMPUS LOCATIONS

Forensic Science • 1401 Forensic Science Drive • Huntington, WV 25701-3628
Department of Dietetics, located within Huntington's Kitchen, 911 3rd Ave, Huntington, WV 25701
School of Pharmacy • 1542 Spring Valley Drive • Huntington, WV 25704
School of Physical Therapy • 2847 5th Avenue • Huntington, WV 25702
Hoops Family Veterans Memorial Soccer Complex • 2560 5th Avenue • Huntington, WV 25703
Visual Arts Center • 927 3rd Avenue • Huntington, WV 25701

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Attachment H: Photos of Vending Machine Locations

A close-up photograph of a mechanical device, likely a vending machine component. On the left, a large white wheel with a multi-spoke design is visible. In the center, a vertical metal strip features a series of gold-colored rectangular contacts. To the right of this strip, there are several gold-colored mechanical components, including what appears to be a coin slot or a lever mechanism. The background is dark and out of focus.

Marshall Vending Machine Images

IN NO PARTICULAR ORDER.



refuel
refresh
rejuvenate



FOR SERVICE
304-766-8846
© 2008 AVI

Wes Spauld
Lost \$2.00
Dist. Bgt.

PRESS SELECTION TO
DISPLAY CASH PRICE

TO USE THIS MACHINE AS A BILL CHANGER:

1. Presses insert a bill on the bill changer
2. Press coin return lever
3. Machine change from coin slot

AVI FOODSYSTEMS





SECTION TO
CASH PRICE

PRESS SELECTION TO
DISPLAY CASH PRICE

Adobe Creative Cloud
meaning
memora

rel resumes for the next-gen w
et in, with tools and templates that
achievements to life.

yourself!



PUSH

Kopp Hall Vending Machine





Douglass Center Vending Machine

The Landing Vending Machine



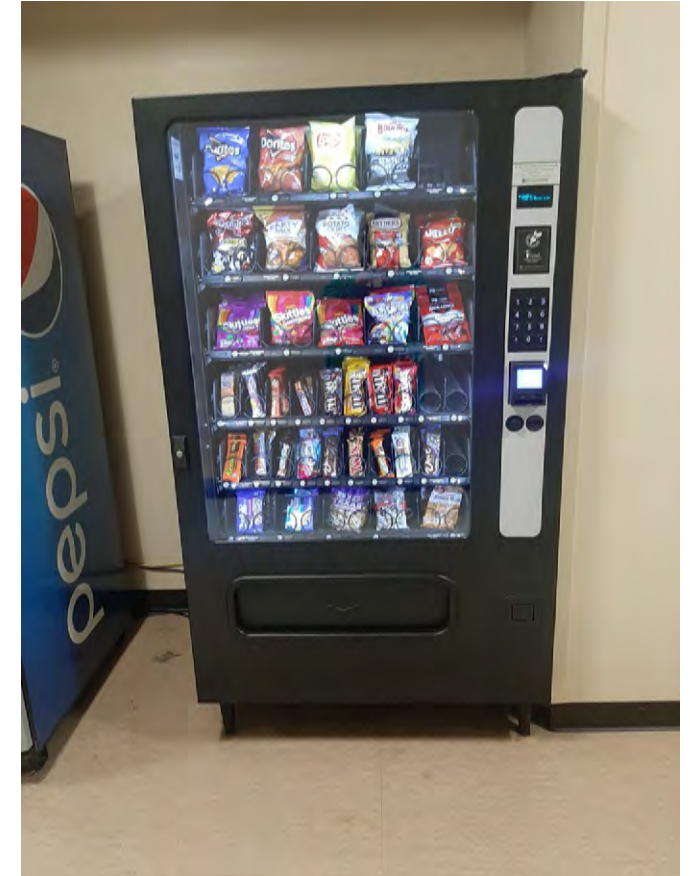
VAC Vending Machine



Harris Hall Vending Machine



WAEC Vending Machines



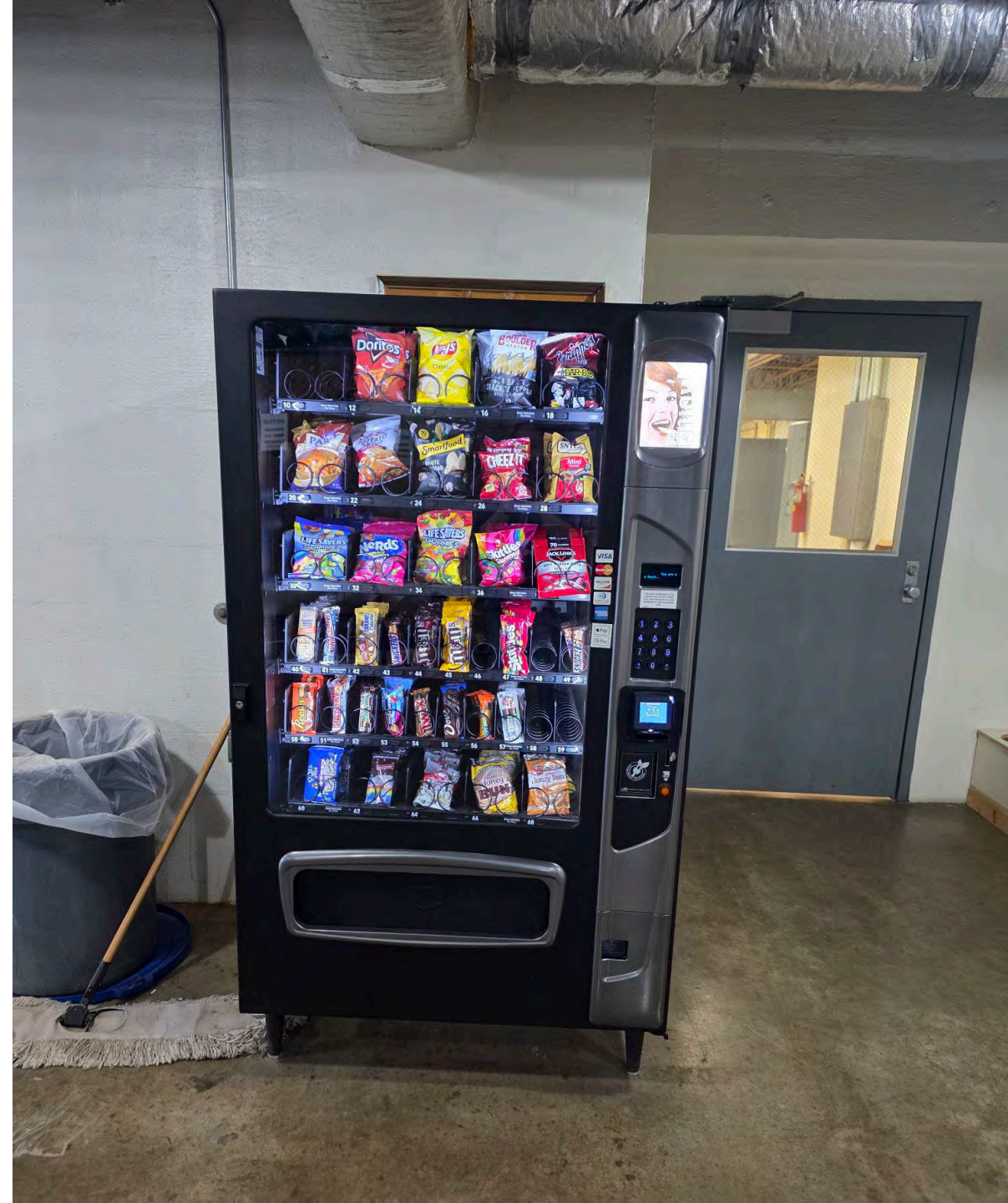
Corbly Hall Vending Machine



Shipping and Receiving Vending Machine



Sorrell Maintenance Vending Machine



Prichard Hall Vending Machine



Old Main Vending Machine



Education Building Vending Machine



Playhouse Vending Machine



Gullickson Hall Vending Machine



Bio Tech Building Vending Machine



Buskirk Vending Machine



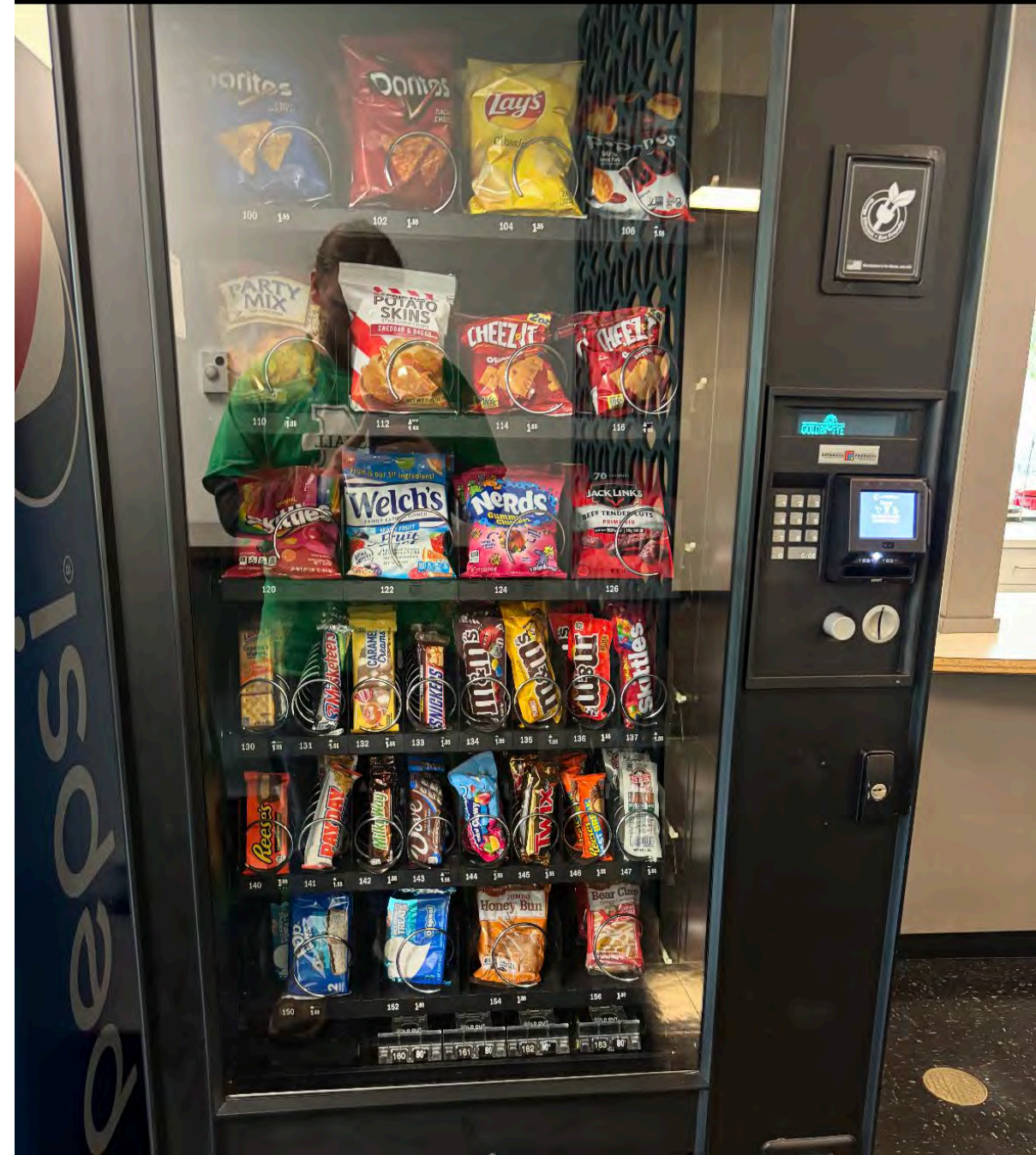
Memorial Student Center Vending Machine





Smith Hall Vending Machines

East Hall Vending Machine



Morrow Library Vending Machine





Drinko
Library
Vending
Machines

Myers Hall Vending Machine





Willis Hall Vending Machine

Gibson Hall Vending Machine





Haymaker Hall Vending Machine

Wellman Hall Vending Machine





Freshmen North Vending Machine



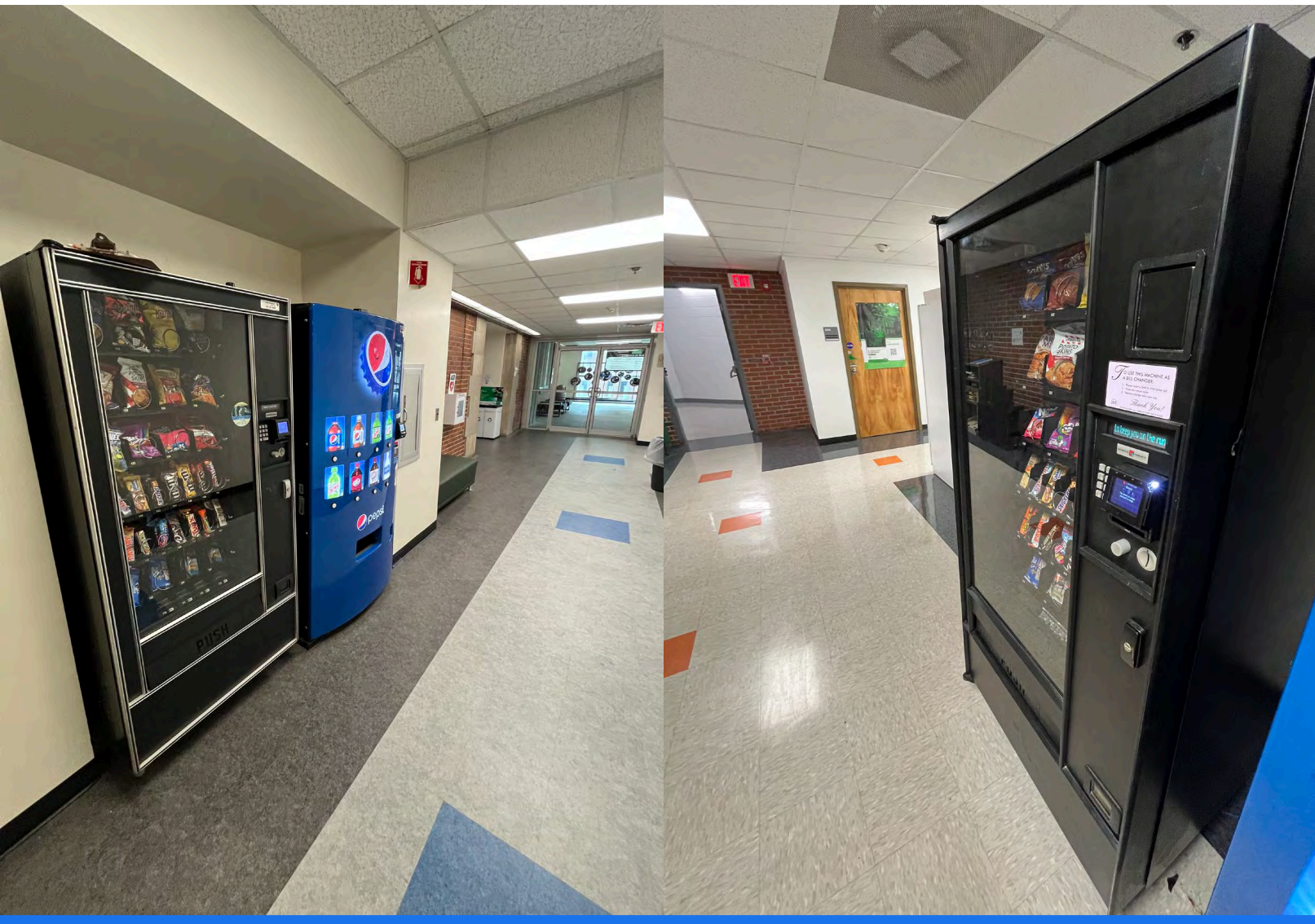
Freshmen South Vending Machine



Towers East Vending Machine



Towers West Vending Machine



Science Building Vending Machines

South Charleston Campus Vending Machine



Point Pleasant Campus Vending Machine



REQUEST FOR PROPOSAL
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Attachment I: Purchasing Affidavit

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 _____

REQUEST FOR PROPOSAL
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Attachment J: Drug-Free Workplace Affidavit



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

I, _____, after being first duly sworn, depose and state as follows:

1. I am an employee of _____; and,
(Company Name)
2. I do hereby attest that _____
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with *West Virginia Code §21-1D*.

The above statements are sworn to under the penalty of perjury.

Printed Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

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

By Commission expires _____

(Seal)

(Notary Public)

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with **West Virginia Code** § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:

Contract Number: _____

Contract Purpose: _____

Agency Requesting Work: _____

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- ☐ Information indicating the education and training service to the requirements of **West Virginia Code** § 21-1D-5 was provided;
- ☐ Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- ☐ Average number of employees in connection with the construction on the public improvement;
- ☐ Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor Contact Information:

Vendor Name: _____

Vendor Telephone: _____

Vendor Address: _____

Vendor Fax: _____

Vendor E-Mail: _____

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**Attachment K: Disclosure of Interested Parties to
Contracts**

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, 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 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: _____ Address: _____

Name of Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

☐ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

☐ Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

☐ Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

☐ Check here if none, otherwise list entity/individual names below.

Signature: _____ Date Signed: _____

Notary Verification

State of _____, County of _____:

I, _____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

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

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

REQUEST FOR PROPOSAL

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Attachment L: Required Documents Checklist

- Bid Cover Page
- Addendum Cover Page(s)
- Addendum Acknowledgement Page(s)
- Marshall University General Terms & Conditions
- Section 7: Certification and Signature Page
- Cost Submission (*separate sealed envelope or electronically submitted document*) [see Attachment A]
- Purchasing Affidavit [see Attachment I]
- Drug-Free Workplace Conformance Affidavit [see Attachment J]
- Disclosure of Interested Parties to Contracts [see Attachment K]
- Business License for the City of Huntington
- Business License for the state of West Virginia
- Certificates of Insurance

REQUEST FOR PROPOSAL
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Attachment M: Bonfire Instructions

MU26VENDING

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/189488>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Jul 03, 2025 3:30 PM EDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.



Important Notes:

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

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

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

Minimum system requirements: 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>