


Request for Proposals		Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2819	Proposal# MU16STINS
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Vendor:	For information contact:
Phone:	Buyer: Yetta Meadows
Email:	Phone: (304) 696-2819
FEIN/SSN:	Email: purchasing@marshall.edu
Fax:	evansy@marshall.edu

Sealed requests for proposals furnishing services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE PROPOSAL WILL BE SUBMITTED ON THIS FORM IN ORIGINAL, SIGNED IN FULL IN INK, AND (1) ONE ELECTRONIC COPY AND RECEIVED IN THE PURCHASING DEPARTMENT TO HAVE A DATE/TIME STAMP AFFIXED, ON OR BEFORE THE DATE AND TIME SHOWN FOR THE PROPOSAL OPENING, (or submitted in Bonfire by bid opening time and date; and mail 1 complimentary copy). The Institution reserves the right to accept or reject proposals separately or as a whole, to reject any or all proposals, to waive informalities or irregularities and to contract as the best interests of the Institution may require. PROPOSALS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.

DATE 09/10/15	DELIVERY REQUIREMENTS	DEPARTMENT REQUISITION NO.	PROPOSALS OPEN: 3:00 PM on October 13, 2015	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
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Item #	Quantity	Description	Unit Price	Extended Price
		<p style="text-align: center;"><u>Request for Proposals</u></p> <p>Marshall University will accept proposals on the following services until <u>3:00 p.m. on October 13, 2015</u>. At that time, Marshall University will open and record proposals in the Old Main Building, Room 125, Huntington, WV.</p> <p style="text-align: center;">Student Health Insurance</p> <p>A mandatory pre-bid teleconference will be held September 17, 2015 at 10:00 a.m.</p>		

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To the Purchasing Department,

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 _____ Bidder's name Vendor _____

_____ within _____ days Signed By _____

FOB _____ After receipt of order at address shown Typed Name _____

Terms _____ Title _____

Street Address _____

City/State/Zip _____

Date _____ Phone _____

BOG 43 Fein _____



REQUEST FOR PROPOSAL
For
Marshall University
Student Health Insurance

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1. INTRODUCTION

Marshall University (MU) is seeking proposals from qualified firms interested in providing Student Health Insurance in accordance with the Scope of Services and other requirements contained in this solicitation. This Request for Proposal (RFP) outlines the requirements that must be met, and solicits data that will be used to complete the evaluation of its health plan benefits offered to all full time students in August 2016.

The purpose of the response is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake this project for Marshall University in conformity with the requirements of this RFP.

In order for your organization's proposal to be fully considered, it is important that you follow the instructions outlined below and respond to this RFP by 3:00 p.m. (EST), October 13, 2015. In order for a proposer to be eligible to be awarded the contract, the proposal must be responsive to the solicitation and MU must be able to determine that the proposer is responsible and has the resources and capacity to perform the resulting contract satisfactorily.

No time-frame or promise of engagement or contract is either expressed or implied by the publication of this RFP, and Marshall University reserves the right, in its sole opinion, to accept or reject any or all responses and/or to terminate this process at any time with or without notice. The University may or may not employ any or all of the steps listed to select a qualified vendor. The University, in its sole discretion, may award a contract to any Respondent at any time in the process.

There is no expressed or implied obligation for Marshall University to reimburse responding firms for any expenses incurred in preparing responses to this request. As such, the substance of a response will carry more weight than its form or manner of presentation. The response should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an approach that will meet the RFP requirements.

2. BACKGROUND & GENERAL INFORMATION

The Marshall University (MU) Board of Governors seeks qualified insurance companies (direct writers), brokers, and agents to submit proposals to design and implement a comprehensive Student Health Insurance Program for the University, and its regional campuses.

Marshall University's main campus is located in Huntington, West Virginia. The University is a four-year university with a current total enrollment of approximately 13,500 students and 2,100+ full and part-time faculty and staff. In addition to our main campus, Marshall's students attend regional locations throughout the State, and a growing number of students take advantage of our distance learning programs.

Enrollment information, statistical studies and data analyses, prepared by Marshall University's Office of Institutional Research and Planning, can be found on the following website:

http://www.marshall.edu/irp/institutional_research_data.aspx

3. INSTRUCTIONS FOR SUBMITTING A PROPOSAL

3.1. Respondents shall consider the following when submitting the Proposal:

- 3.1.1. Assume no minimum participation standards.
- 3.1.2. By submitting your Proposal, your offer is bound by your responses obtained during this process.
- 3.1.3. Assume an August 1, 2016 effective date, with 5 optional annual renewals.
- 3.1.4. Respondents' responses to this Proposal will be codified into a contract.
- 3.1.5. Pricing should reflect the information presented during this Proposal and assume no other programs are in place unless explicitly stated.
- 3.1.6. This Proposal does not commit MU to award a contract. MU reserves the right to accept or reject any or all Proposals received whole or in part.

3.2. Inquiries, Information, Notice, and Correspondence - Interpretation, Correction or Changes in RFP.

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

3.2.2. All inquiries, notice, correspondence, and/or official formal addendums may be obtained by contacting the Office of Purchasing at 304-696-2819 or purchasing@marshall.edu.

3.3. Additional information inquiries regarding specifications of the RFP must be submitted in writing to Marshall University Office of Purchasing assigned Buyer with the exception of questions regarding proposal submission which may be oral. Respondents should make any requests for additional information or clarification in writing (via email) only to purchasing@marshall.edu.

3.3.1. The deadline for written inquiries is identified in Section 3.5 "Time Table of Activities".

3.3.2. All inquiries of specification clarification must be addressed to:

Yetta Meadows, Assistant Director
purchasing@marshall.edu
Marshall University Office of Purchasing
Old Main 125, One John Marshall Drive
Huntington, West Virginia 25755-4100
Telephone (304) 696-2819
Fax: (304) 696-3333

3.3.3. Absolutely NO contact shall be made by the contractor with any member of the Proposal Review Committee. No member of the evaluation team, any advisory committees, or any University staff shall be contacted directly regarding this RFP or any matter concerning this process. If a representative of any company or party

submitting a response violates the foregoing prohibition, such contact may result in the Respondent being disqualified. Violation of this clause may result in rejection of the bid. The Office of Purchasing Buyer named above is the sole contact for any and all inquiries after this RFP has been released for bid.

3.4. Pre-bid Meeting and subsequent questions –

3.4.1. Respondents are required to attend the pre-bid teleconference meeting on September 17, 2015 at 10:00 a.m. Eastern Standard Time.

Dial in number: 866-833-4138

Conference Code: 9661026107

The mandatory pre-bid will be held by telephone conference. Only those in attendance will be able to continue in the proposal process.

3.4.2. Please submit all questions (via email) regarding this RFP no later than 3:00 p.m. Eastern Standard Time on September 24, 2015. All Respondent questions and responses will be assembled into a single document and released to all participating Respondents by 5:00 p.m. Eastern Standard Time on October 1, 2015. Questions should be specific and detailed in order to provide complete responses to all RFP sections. All questions will remain anonymous so that no organization will be identified as asking a particular question.

3.5. Proposal Submission— To be considered a qualified candidate, your response to this RFP must:

3.5.1. Comply with all specifications or clearly indicate where and why your Proposal deviates.

3.5.2. Respond clearly and concisely to all questions without referring to preprinted materials your response.

3.5.3. Proposals must be received no later than 3:00pm Eastern Standard Time on October 13, 2015.

3.5.4. Proposals uploaded into Marshall University's Bonfire Portal must be received on or before the bid opening time and date. If using the Bonfire portal, responders are requested to send one (1) courtesy copy to the Office of Purchasing.

3.5.5. If not using the Bonfire portal, Hard submittals must be signed in the original with one electronic copy and received in the Office of Purchasing on or before the bid opening time and date.

3.5.6. Under no circumstances should anyone outside the MU Purchasing Office be contacted directly regarding this RFP.

3.5.7. All prices, rates, and factors offered shall remain firm for 120 consecutive calendar days from the Proposal opening date unless modified by an amendment to this RFP. This validity period shall apply to all Proposals received by MU regardless of whether a different validity period is specifically stated within a Proposal.

3.6. Timetable of Activities

- 3.6.1. The typical RFP process may consist of any of the following steps, at MU's sole discretion. Please note any delay on the front-end will adjust the schedule accordingly.
- 3.6.2. An advertised invitation for Respondents to express their interest in providing a solution.
- 3.6.3. Receipt of Respondent's credentials and qualifications.
- 3.6.4. Preliminary evaluation of presentations, credentials, proposals and qualifications.
- 3.6.5. Presentations, discussions, fact finding, solution demonstrations, and interviews of selected Respondents.
- 3.6.6. Secondary evaluation of qualified Respondents.
- 3.6.7. Best and Final cost/revenue Proposals from qualified Respondents only.
- 3.6.8. Final evaluation and Respondents selection.
- 3.6.9. Contract Negotiations
- 3.6.10. Implementation
- 3.6.11. The tentative timetable for the process is:

Release RFP to Respondents	September 10, 2015
Mandatory Pre-bid meeting	September 17, 2015
Respondents' Written Questions Due	September 24, 2015
Addenda Published (if any)	October 1, 2015
Proposals Due	October 13, 2015
Coverage Begins	August 1, 2016

4. SCOPE OF SERVICE

Marshall University is seeking proposals for a mandatory health plan for its entire full time student body. Full-time students are considered to be all undergraduate students enrolled for twelve (12) or more credit hours during the fall or spring semesters and graduate students enrolled for nine (9) or more credit hours during the fall or spring semesters. This plan includes international students and student athletes.

This proposal DOES NOT include a "sports plan"/"Intercollegiate Sports Coverage", which is bid and purchased separately from this plan. Nor does this plan include students who are exclusively enrolled online and not living on campus.

4.1. Coverage description

- 4.1.1. Hard Waiver Rates—The RFP requests rates for a mandatory tuition billed hard waiver models.
- 4.1.2. Self-Funding Alternative—MU currently insures the student medical plan and does not have stop loss in place today outside the insurance contract. Within the RFP, please provide your proposed fees based on a per student per month (PSPM)

coverage for standard services to administer a self-insured plan for loss for MU for FY 2016 and provide your cost for specific stop loss as requested in the financial section on administrative service fees and stop loss. Self-funding only applies to medical coverage, not dental.

- 4.1.3. Desired Summary of Benefits—The provided alternatives should be based upon the “Desired Summary of Benefits” attached as Exhibit A. Each bidder is limited to two (2) proposals.
- 4.1.4. Waiver -- Please provide a detailed explanation of how you will administer the Waiver option. Marshall will deem acceptable Medicaid from the West Virginia, Ohio and Kentucky, insurance purchased through the exchange, and a group insurance plan which the student is covered under. For international students, insurance must be provided by a company based in the United States or insurance purchased through INTO Marshall.
- 4.1.5. ACA Compliant—the proposed plan must be ACA compliant.
- 4.1.6. Preferred Tier/Network—this tier will include the Student Health Clinic, Marshall Health providers and the Marshall Pharmacy.
- 4.1.7. Cancellation—Students will be given thirty (30) days to cancel insurance from the date they enroll in the coverage.
- 4.1.8. Itemization — Each proposal must be itemized as to how it is calculated.
- 4.2. Exhibits - The following Exhibits are provided to assist you in making your proposal:
 - Desired Summary of Benefits:
 - Insurance for Students (IFS) Information
 - Marshall Health Fee Schedule
 - 2015-2016 Student Health Agreement
 - Consolidated Health Plans Experience Report Policy Year 2014

5. PROPOSAL EVALUATION CRITERIA

The following are objectives of the RFP. Specific deliverables for the MU Student Health Program shall include, but may not be limited to, the development, design, and implementation of the most highly advantageous, in MU’s sole opinion, plan to improve services to MU students and to sustain the lowest possible costs for Student Health benefits as required by West Virginia law.

More specifically, each Respondent must demonstrate and submit qualifications which relate to the following:

5.1. Qualifications and References

- 5.1.1. Provide a list of not less than three (3) references. The reference must include the names and titles of the administrative, operation and purchasing officers of each reference organization. In addition, the telephone number and the email or internet address of each contact person.

5.2. Insurance and Underwriting

- 5.2.1. Proof of current licensing to transact student health insurance sales/service in West Virginia.
- 5.2.2. Insurance companies (direct writers) must be an admitted insurance carrier in the State of West Virginia and licensed to transact student health insurance sales/service in West Virginia.
- 5.2.3. Proposed insurance companies must demonstrate an AM Best rating of no less than A.
- 5.2.4. Knowledge of and experience with management of funding mechanisms from which retained claims amounts will be paid, according to established requirements and regulations as promulgated by the West Virginia Insurance Commission

5.3. Claims Administration

- 5.3.1. Ability to effectively and efficiently administer and process claims in the volume and complexity anticipated by the University as they relate to a higher education environment and in accordance to the coverage required by West Virginia Law.
- 5.3.2. Proof of demonstrated experience in claims administration in the anticipated volume and complexity by the University. Provide examples of experience with similar size (5,000 or more students) organizations.
- 5.3.3. Information, data, customer surveys, or other information relating to the Respondents current customer satisfaction in the Student Health Insurance industry.
- 5.3.4. Information relating to the Respondents intended use of a third-party administrator(s) (TPA), if applicable. Respondent must provide the TPA's name, history of the relationship, qualifications, and other information for the University to fully evaluate the TPA based upon the services required in this RFP.
- 5.3.5. Account Management. Provide quality account management to MU students with professional, timely, and flexible resolution of issues. The account manager and assigned clinical resource are expected to be proactive, innovative, and consultative in their approach.

5.4. Claims and Risk Management

- 5.4.1. Ability and expertise to proactively manage new, existing, and ongoing claims to ensure that required benefits are neither denied nor extended beyond reasonable requirements.
- 5.4.2. Approach and methodologies for claims and risk management in a governmental/higher education environment.
- 5.4.3. Experience and expertise in the management of a loss control program.
- 5.4.4. Agreements with regional preferred student health provider networks.

5.5. Financial Resources and Stability

- 5.5.1. Ensure market competitive offering with a rate guaranteed contract.
- 5.5.2. Provide mutually agreed upon performance guarantees with fees at risk.

5.6. Rates—to assess the cost of risk, please provide your Proposal rates to fully insure the benefit plan for academic year 2015-2016. MU will, in its sole opinion, select the Respondent whose program is determined to provide the highest possible service quality and lowest possible sustainable cost, including but not limited to:

5.6.1. Quality and scope of Respondent’s proposed plan(s) for MU

5.6.2. Cost

5.7. Cost Proposal

The cost proposal must be under separate cover (envelope), sealed for opening after the technical evaluation has been completed. Do not include financials, rate, or cost in the technical portion of the proposal, in Bonfire or on the CD.

5.7.1. Cost Score: Each cost proposal cost will be scored by use of the following formula for all bidders who attained the minimum acceptable score of 36 on the technical:

$$\text{Best value priced proposal} \div \text{Price of Proposal being evaluated} \times 100 = \text{Price Score}$$

5.7.2. Pricing should include three levels of benefits: In-Network, Out-of-Network and Designated Care

5.7.2.1. Designated care would include the Student Health Clinic or other Marshall Health providers and Services (non-elective)

Expectation is that copays, deductibles, co-Insurance would be tiered with this tier receiving a better benefit

Pricing needs to be split into semester pricing, something like:

Fall	August 1 – December 31st
Spring	January 1st – July 31st

5.8. Criteria for Selection

Proposals will be evaluated on a possible one hundred point scale, categorized as follows:

Technical Elements of Proposal:	60 Possible Points
Financial Considerations of Proposal:	40 Possible Points
TOTAL:	100 Possible Points

5.9. Evaluation Committee: An evaluation committee, consisting of members of the University community, shall derive an overall consensus score based on the 60 possible technical points for each proposer.

5.10. Technical Scoring: Vendors must score a minimum of 60% of the total technical points possible. The minimum qualifying score would be 36 technical points for further consideration to continue in the evaluation process. All Vendors not attaining the minimum acceptable score shall be disqualified and removed from further consideration.

5.11. Best Value Purchasing: Marshall University may select the successful contractor’s proposal based on best value purchasing which is not necessarily the lowest price submitted by a contractor. Cost is considered but is not the sole determining factor for award. Marshall University does reserve the right to accept or reject any or all of these proposals, in whole or in part, if to do so is in the best interests of the University.

- 5.12. Disqualification: Bidders' failure to provide complete and accurate information may be considered grounds for disqualification. Marshall University reserves the right to ask Bidders for additional information to clarify their proposals. Nothing may be added to alter the written solution or method contained in the original proposal after the bid opening.

6. REQUIREMENTS

- 6.1. Respondents are expected to examine the entire RFP, including all specifications, standard provisions, and instructions. Failure to do so will be at the Respondent's risk. Each Respondent shall furnish the information required by the RFP. Time periods, stated in number of days, in an RFP, or in the Respondent's response, shall be in consecutive calendar days.
- 6.2. By making a Proposal, the Respondent warrants that: a) The Respondent has read and understands the RFP documents, instructions, terms and conditions; b) that the Proposal is made in accordance therewith; and c) the proposal is based upon the materials, equipment, systems, printing, and/or services specified.
- 6.3. Respondent Responsibility. The Respondent is fully responsible for timely delivery of Proposals. Proposals received after the due date will not receive consideration. Oral, telephonic, facsimile, or emailed Proposals are invalid and will not receive consideration. No exceptions are permitted.
- 6.4. Costs Incurred. Any and all costs incurred by the Respondent in preparation of a response to this request or for presentation of credentials are the responsibility of the Respondent and will not be reimbursed. All responses and documentation submitted by the Respondent become the property of Marshall University at the time the documents are opened.
- 6.5. Life of Proposal. All proposals shall remain in effect for a minimum period of one hundred twenty (120) consecutive calendar days from the proposal opening date. Proposals may not be canceled, altered, or withdrawn, except as otherwise provided herein.
- 6.6. Purchasing Affidavit. West Virginia Code §5A-3-10a states: 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 the debt owned is an amount greater than one thousand dollars in the aggregate.

If selected and to acknowledge you are in compliance with these regulations, you must complete, sign and return an original "Purchasing Affidavit" to Marshall University with your signed proposal. The "Purchasing Affidavit" is included herein.

- 6.7. Proposal Confidentiality. Ownership of all data, materials, and documentation originated and prepared for Marshall University pursuant to the RFP shall belong exclusively to Marshall University and be subject to public inspection in accordance with the West Virginia Freedom of Information Act. Trade secrets or proprietary

information submitted by a Respondent shall not be subject to public disclosure under the West Virginia Freedom of Information Act; however, the Respondent must invoke the protections of Article 1, Chapter 29B of the Code of West Virginia in writing, either before or at the time the data or material is submitted. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. Marshall University Administrative Procedure Fees for Freedom of Information Act Requests FOIA can be located at <https://www.marshall.edu/irp/MUAP-FOIAFees.pdf>.

- 6.8. Modification or Withdrawal of Proposals. Respondents may modify or withdraw their proposal before the time and date as specified for receipt of the proposals by giving notice, in writing, to Purchasing. Notice shall include the signature of the Respondent and shall be received before the designated time and date for receipt of proposals. Modifications must be worded so as not to reveal the amount of the original Proposal.
- 6.9. Erasures and Interlineations. Erasures, interlineations, or other changes in the Proposal must be initialed by the authorized individual(s) signing the proposal.
- 6.10. Marshall University reserves the right to waive technicalities or irregularities to any process or proposal incurring during this solicitation.

7. MISCELLANEOUS INFORMATION

- 7.1. General. Generally, the purpose of an RFP is to identify and ultimately contract with a qualified vendor or vendors for commodities or services required by Marshall University. The RFP process and legal requirements are outlined in detail.
- 7.2. Process. By publication of a Request for Proposals / Expression of Interest, Marshall University begins an administrative process that may or may not lead to the award of a contract(s). Marshall University may stop the process at any time, with or without cause, and nothing in a RFP document may be interpreted as an offer to purchase, procure, or otherwise acquire any product or service from any Respondent or vendor.
- 7.3. Except as specifically noted in the RFP, there is no time limit either expressed or implied on the completion of each step in the process.
- 7.4. Definitions. The following definitions apply to this RFP:
 - 7.4.1. Marshall University may be referred to as Marshall University, MU, Owner, University, or Buyer.
 - 7.4.2. A Request For Proposal or various steps therein, including prequalification, refers specifically to an officially published and numbered document and all the attachments, amendments, exhibits, and addenda, that are a part or may become a part of the document. Applicable paragraphs from this instruction document are often included and made a part of a final agreement should a contract be awarded.
 - 7.4.3. A Respondent is any bona fide business entity, individual, partnership, or corporation who submits a response to this RFP in accordance with the terms and conditions specified herein.

- 7.4.4. A Contractor and/or Seller is any bona fide business entity, individual, partnership, or corporation who, a) having submitted a proposal in compliance with the terms and conditions of a RFP; and b) being duly authorized to conduct business in the State of West Virginia; and c) whose proposal having been selected as “most advantageous”, is issued a Contract/Purchase Order by Marshall University to provide goods or services as specified.
- 7.4.5. Contract/Purchase Order is the final document of agreement between Marshall University and the successful Respondent, and may be referred to as Order. It will include the RFP, the Respondents response, and any other documentation that may be required to clearly state the agreement between Marshall University and the Seller.
- 7.4.6. The Evaluation Committee is the group of individuals selected by Marshall University to evaluate responses to the RFP. The committee may include, at Marshall University’s sole discretion, any employee, agent, consultant, or expert as required by Marshall University. The findings and recommendations of the committee are not binding on Marshall University.
- 7.5. Addenda - If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by Marshall University Office of Purchasing to all Vendors of record.
- 7.6. Award of Contract. The University may elect to award a contract(s) to a Respondent(s) whose Proposal is determined to be most advantageous to the University with respect to conformance with the specifications, quality, and other factors as may be evaluated pursuant to this RFP.
- The University may award a contract based on initial offers received, without discussion; therefore initial information provided by the Respondents should fully identify and respond to the requested information.
- 7.7. Rejection of Proposals. The University shall have the sole and absolute right to reject any and all proposals, in whole or in part; to reject a Proposal not accompanied by a required security or other data required by the RFP documents; reject a proposal which is in any way incomplete or irregular; or to reissue a Request for Proposal.
- 7.8. Respondent List and Qualification Evaluation. After the established date for receipt of proposals, a list of parties who submitted proposals will be prepared and made available for public inspection. Proposals will not be opened and read publicly. Qualifications and proposals submitted by interested parties will be reviewed and evaluated based on the evaluation criteria set forth in the RFP.
- 7.9. Proposal Classification and Discussions. Discussions and fact-finding may be conducted, if required, with any or all of the Respondents whose proposals meet the minimum acceptable technical score. Parties whose proposals do not meet the minimum acceptable technical score will be notified promptly. Office of Purchasing will establish procedures and schedules for conducting oral and/or written discussions.
- 7.10. Respondent Investigation. The University will make such investigation as it considers necessary to obtain full information on the Respondent(s) selected for negotiations.

- 7.11. **Final Offers and Award of Contract.** Following any discussions with Respondents, the Evaluation Committee will evaluate the final proposals/discussion session, giving due consideration to the established evaluation criteria. The Evaluation Committee will report its findings to the Office of Purchasing which may or may not issue a Purchase Order/Contract based on which proposal or proposals are found to be the most advantageous to Marshall University. The contract will contain the terms and conditions as found in this RFP and may include additional terms and conditions as negotiated between the successful Respondent and the University. The final contract, if necessary, may be approved as to form by the General Attorney's Office of the State of West Virginia.
- 7.12. If Marshall University cannot, at its sole and absolute discretion, negotiate a mutually agreed upon contract with the successful Respondent, Marshall University may begin negotiations with Respondents in order of ranking, highest to lowest, as evaluated pursuant to the terms and conditions of this RFP or may cancel this RFP.
- 7.13. **Conflict of Interest.** The Respondent should list and describe any prior or ongoing engagements or professional relationships that would constitute a potential conflict of interest, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed project. The Respondent covenants and agrees that the firm and its officers, employees, and subcontractors will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, that will conflict in any manner with the performance of the services called for under this RFP.
- 7.14. An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly registered/licensed to practice in the State of West Virginia, if such is required.
- 7.15. **Format.** The response should address all the points outlined in the RFP. The response should be prepared simply and economically, providing a straightforward, concise description of the responding firm's capabilities to satisfy the requirements of the RFP.
- 7.16. **Legal Authority.** Respondent warrants that it possesses the legal authority to submit the proposal in response to this RFP and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute RFP cover page and to bind Respondent to its terms. The person(s) executing the Proposal in response to this RFP on behalf of Respondent warrant(s) that such person(s) have full authorization to execute the Proposal.
- 7.17. Marshall University reserves the right to cancel, alter or amend this RFP. Marshall University reserves the right to request clarifications from any or all members of submitting development teams; however, they shall not be required to request missing information from the submittals that may cause them to be considered as non-responsive.
- 7.18. **Insurance**
If selected to contract with the University, insurance shall be obtained from a reputable and financially responsible, insurance carrier, with an AM Best rating of no less than (A).

Marshall University shall be named as additional insured under the policy and certificate holder. Vendor shall furnish to the University written certificates that the insurance required herein has been procured and is being properly maintained throughout the life of this contract and that premiums therefore are paid and specifying the names of the insurers and the respective policy numbers and expiration dates. All such insurance policies shall provide for, unless applicable statute otherwise specifies, at least thirty (30) days prior written notice of the effective date or cancellation to the University. The additional insured shall read: Marshall University.

7.19. Indemnification

Vendor agrees to indemnify and save harmless the University against all claims, liabilities, losses, damages and expenses of every character whatsoever for bodily injury, sickness, and/or disease, including death at any time resulting therefrom sustained by any employee of Vendor, or of a subcontractor while in, on or about the premises of the University; or while engaged in the performance of the services hereunder, whether or not arising out of or in any way connected with this agreement or with the Vendor's performance hereunder, and in whether or not such injury, sickness, and/or disease is not due to any negligence on the part of such employees or on the part of the University, its employees or agents.

8. SUPPLEMENTAL INFORMATION

RFP Supplemental Package is attached for additional reference.

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
RFP	File Type: Any (*.*)	Multiple	Required
Cost	File Type: Excel (.xls, .xlsx)	Multiple	Required

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 100 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/portal/secure/04567b2e4aaf029f19bff985374763bc>

Your submission must be uploaded prior to the Closing Time of **Oct 13, 2015 3:00 PM EDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) hour** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information is instantly sealed and will only be visible after the Closing Time.

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

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

Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. Javascript 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://bonfirehub.zendesk.com/hc>



MARSHALL UNIVERSITY RFP SUPPLEMENTAL PACKAGE

Informational document

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REQUEST FOR PROPOSAL SUPPLEMENTAL PACKAGE

I. RESPONSE

Vendors must complete a response to all mandatory specifications in order to be considered and continue in the evaluation process. Each proposal must be formatted as per the outline provided in **Error! Reference source not found.** the RFP. The contractor must make no other arrangement or distribution of proposal information. Failure on the part of the vendor to respond to specific requirements detailed in the RFP may be the basis for disqualification of a proposal. The University reserves the right to waive any informality of this proposal format and minor irregularities.

NOTE: Nothing in the RFP may be construed to limit the University from negotiating for a change in the Services or fees during the term of the purchase order issued pursuant to the RFP.

A. Delivery

The University's RFP bid process requires that the original technical proposal be submitted directly to Marshall University Office of Purchasing along with the number of designated convenience copies. All copies must be submitted to the Marshall University Purchasing Office prior to the date and time stipulated in the proposal as the opening date. Including hard copies of the proposal, an electronic copy must also be submitted on a CD in Adobe format. All bids will be date and time stamped to verify official time and date receipt. Marshall University utilizes Bonfire for electronic submissions. Electronic submissions must be received prior to the bid opening time and date. A courtesy copy shall be mailed to the University.

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

B. Format:

Packages submitted with the Technical Proposals shall consist of the original Technical Proposal, requested number of courtesy (hard) copies, which are exact copies of the original, and an exact copy on diskette, CD Rom, DVD or USB flash drive in Adobe PDF or Microsoft Word. Submissions in Adobe PDF should be searchable, rather than just scanned images. Marshall University utilizes Bonfire for electronic submissions.

C. Labeling

The outside of the proposal package should be clearly marked as follows:
Procurement Officer / RFP# / Bid Opening date and time

Vendor is solely responsible for getting its original proposal and courtesy copies delivered in a readable format by the Proposal Opening Date and Time or using the University's electronic portal.

Responses should be numbered to correspond to the RFP section numbers in the Specifications section. Each section shall be tabbed for ease of reference.

D. Separate Submission of Cost and Technical Proposals

1. Technical Proposal

The selection procedure for RFPs requires that evaluation of the Technical Proposal to be conducted before the Cost Proposal is distributed to the Committee. Consequently, each proposal must be submitted as two separately sealed enclosures. Failure to comply may constitute disqualification of Bidder's proposal.

2. Cost/Fee/Price Proposal (separate, sealed envelope):

Completed Cost/Fee/Price Proposal

Vendor must list ALL fees on the Cost Proposal. Vendor may only charge those fees that are listed on the Cost Proposal.

The Cost Proposal must be submitted with your proposal in a separately sealed envelope or submitted in the electronic portal and signed by a person authorized to bind the Vendor.

II. RFP TERMS AND CONDITIONS

A. Best and Final Offers

The University may, but is not required, to negotiate with Bidders. If the University elects to negotiate, negotiations shall be conducted with Bidders whose proposals fall in the competitive range. The competitive range includes those proposals whose price and technical factors are such as to give them a reasonable chance of winning the award. Such Bidders shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to the technical and price aspects of proposals so as to assure the University's full understanding of proposals.

No Bidder shall be provided information about any other Bidder's proposal, and no Bidder shall be assisted in bringing its proposal up to the level of any other proposal. A common deadline shall be established for receipt of best and final offers should one be necessary.

B. Exceptions or Restrictions

Bidders taking exception to any requirements stated in this RFP must submit a list of exceptions referencing section and paragraph number of the exception. Include the original text as well as the proposed change. If the Bidder provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Bidder's solution, must be described in detail.

C. Incurring Costs

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

D. Independent Price Determination

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

E. Inquiries

Vendors may submit questions relating to an RFP must be submitted in writing to the Office of Purchasing on or before the date outlined in the RFP.

A written response will be issued by addendum when necessary. Verbal responses are non-binding.

F. Oral Presentations

The University reserves the right to conduct individual interviews with finalists and to request best and final offers from any or all finalists. Bidders may be required to provide oral presentations to discuss their proposal and/or clarify their technical submittal.

G. Oral Statements and Commitments

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

H. Pre-Proposal Conference

An RFP may have a **mandatory** pre-proposal conference. The conference may be telephonic or digital. Vendors submitting a 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 one person attending the pre-bid meeting may represent more than one Vendor. An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance.

I. Cost/Fee/Price Quotations

The price(s) quoted in the bidder's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

Other Marshall University entities may request a quotation for services relative to this proposal. Each entity is solely responsible for services requested. Vendors should note in the proposal package if this option is not available.

Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

J. Rejection of Proposals

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

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

K. Waiver of Minor Irregularities

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

III. EVALUATION AND AWARD

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

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

A. Assignment of Points

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

B. Committee

Proposals will be reviewed by a Proposal Review Committee, whose members represent various groups within the University. The Proposal Review Committee will consider all initial proposals.

C. Cost Evaluation and Resident Vendor Preference:

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

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

D. Disqualification of Bidders

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

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

E. Presentations

As part of the proposal evaluation process, acceptable Vendors may be requested to make a presentation to the Proposal Review Committee regarding financial commitment, services and type of operation they are prepared to provide.

F. Technical Evaluation:

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

IV. ADDITIONAL TERMS and CONDITIONS

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

A. Mandatory Requirements

Any specification or statement containing the word “must”, “shall”, or “will” are mandatory. By signing and submitting a response to an RFP, the vendor agrees to all mandatory deliverables described herein. The vendor is required to meet all mandatory requirements in order to be eligible for consideration and to continue in the evaluation process. Failure to meet or agree to mandatory items shall result in disqualification of the Vendor’s proposal and the evaluation process will be terminated for that vendor. Decisions regarding compliance with any mandatory requirement shall be at the sole discretion of the University.

B. Public Record

Submissions are Public Record.

All documents submitted to Marshall University, Office of Purchasing, related to purchase orders or contracts are considered public records. All bids, proposals or offers submitted by bidders shall become public information and are available for inspection during normal official business hours at the Office of Purchasing of MU after the bid opening.

C. Written Release of Information

All public information may be released with or without a Freedom of Information request; however, only a written request will be acted upon with duplications fees paid in advance. Fees shall apply to all requests for copies of any document. Currently the fees are based upon the “Marshall University Administrative Procedure Fees for Freedom of Information Act Requests” posted online at <https://www.marshall.edu/irp/MUAP-FOIAFees.pdf>.

D. Risk of Disclosure

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

E. Conflict of Interest

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

F. Prohibition against Gratuities

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission,

percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

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

G. Certifications Related to Lobbying

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

H. Contract Approval and Award

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

I. Contract Provisions

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

J. Contract Termination

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

MU shall have the right to terminate the contract upon thirty (30) days written notice to Vendor.

K. Changes

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

As soon as possible after receipt of a written change request from Marshall University, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide Marshall University a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

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

L. Emergency Purchases

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

M. Subsequent Forms

The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division 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.

V. COMPLIANCE

A. Antitrust

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

B. Assignment

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

C. Bankruptcy

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

D. Bureau of Employment Programs Regulations

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

E. Compliance with Laws and Regulations

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body. The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. The State of West Virginia and the University are exempt from any taxes regarding the goods and/or services and under no circumstances shall either be held liable for any obligation of the same.

F. Debarment and Suspension

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

G. Governing Law

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

H. Indemnification

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

I. Policy Advisements

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

J. Record Retention (Access & Confidentiality)

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

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

K. Subcontracts/Joint Ventures

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

L. Vendor Relationship

The relationship of the Vendor to MU shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees, representatives and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless Marshall University and shall provide Marshall University with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

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

VI. PAYMENT INFORMATION

A. Funding

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

B. Invoices

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

C. Interest

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

D. Payment Methods

The Vendor must accept payments by the Marshall University credit card. Vendors may charge a flat rate only for credit card payments. If the vendor cannot accept payment by credit card, it must be so noted in the proposal package.

E. Progress Payments

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

F. Purchasing Card Acceptance

The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing 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 Purchasing Card as payment for all goods and services.

G. Purchase Order Procedure

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

VII. DOCUMENTS

A. Addenda (RFP)

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

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

B. Addenda Acknowledgement

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

C. Agreement Addendum

Any contract resulting from an award from this RFP and a contractor's proposal must include, but is not limited to, in its terms and conditions all mandatory sections contained herein. Failure of the successful contractor to sign an Agreement Addendum (WV-96), or Software Agreement Addendum (WV96A), as part of the contract may result in disqualification. Agreement Addenda are available online at: <http://www.state.wv.us/admin/purchase/vrc/wv96.pdf> or <http://www.state.wv.us/admin/purchase/vrc/wv96a.pdf>

D. Drug Free Workplace

Chapter 21 - Article 1D of the West Virginia Labor Code, otherwise known as the West Virginia Alcohol and Drug-free Workplace Act, mandates that public improvement contractors should implement a drug-free workplace program requiring alcohol and drug testing. No public authority may award a public improvement contract to a contractor unless they maintain a drug-free workplace policy in compliance with section 8 of this article. The form may be accessed at: <http://www.state.wv.us/admin/purchase/vrc/DrugFreeAff.pdf>

E. HIPAA Business Associate Addendum

The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.

F. Insurance Requirements

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

G. License Requirements

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

H. Life of Contract

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

I. Proof of Good Standing and Authorization to Do Business

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

J. Purchasing Affidavit

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

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

K. Purchase Order

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

L. Taxpayer ID Number and Certification (W9)

Request for Taxpayer Identification Number and Certification can be found at:

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

M. Vendor Preference:

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

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

Vendor preference can be applied to the cost portion of the proposal only

A Resident Vendor Certification form may be found at:

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

N. Vendor Registration:

Prior to any award, the apparent successful Vendor must be registered with the Purchasing Division of the Department of Administration. If the successful Vendor is not currently registered, it shall complete and file the Vendor Registration and Disclosure Statement, Form WV-1, and submit the annual registration fee of \$125.00. Vendors do not have to be registered to submit a proposal. Form WV-1 may be found at: <http://www.state.wv.us/admin/purchase/vrc/wv1.pdf>