


Request for Proposal	 <p style="text-align: center;">Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100</p> <p style="text-align: center;">Direct all inquiries regarding this order to: (304) 696-2820</p>	Proposal# MU15MARKETING
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Vendor: Phone: Email: FEIN/SSN: Fax:	For information contact: Buyer: Virginia M. Campbell-Turner Phone: (304) 696-2820 Email: campbell@marshall.edu
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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, 3 COPIES, 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. 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 PRINTED ON THE REVERSE SIDE HEREOF AND AS SET FORTH HEREIN.

DATE 04/14/2015	DELIVERY REQUIREMENTS	DEPARTMENT REQUISITION NO.	PROPOSALS OPEN: 3:00 PM on May 18, 2015	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
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Item #	Quant ity	Description	Unit Price	Extended Price
		<p style="text-align: center;">Request for Proposals</p> <p>Marshall University will be accepting proposals on the following services until 3:00 p.m. on May 18, 2015. At that time, Marshall University will open and record proposals in the Old Main Building, Room 125, Huntington, WV.</p> <p>Creative Development and Delivery of a Comprehensive Brand Marketing Strategy.</p>		

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 _____

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**Request for Proposals for Creative Development and
Delivery of a Comprehensive Brand Marketing Strategy**

I. OVERVIEW

A. Schedule of Events

RFP Release Date:	April 21, 2015
Deadline for Vendor Questions:	April 30, 2015
Release of Addendum: (Response to Vendor Questions)	May 6, 2015
Pre-Proposal Conference:	*RESERVED
Proposals Opening Date and Time:	May 18, 2015 3:00 p.m.
Projected Effective Date of Contract:	June 1, 2015
Project Completion Date:	TBD

The University reserves the right to amend these times and dates at their sole discretion.

Any proposals not received by the date and time specified in the RFP will be disqualified. A copy of the RFP (including all attachments) and all addenda to the RFP will be placed on the Marshall University Office of Purchasing's website at www.marshall.edu/wpmu/purchasing/resources/bids

It is the Vendor's responsibility to check this website to make sure to respond to any addenda and/or be aware of any changes.

B. Inquiries

All inquiries and bid submissions must be sent to:
Virginia M. Campbell-Turner, Assistant Director
Marshall University Office of Purchasing
Old Main, Room 125
One John Marshall Drive
Huntington, WV 25755-4100

E-mail: campbell@marshall.edu
Telephone: (304) 696-2820
FAX: (304) 696-3333

Bidders shall not make direct or indirect contact with anyone outside the Office of Purchasing to discuss or request information about any aspect of the procurement including the RFP or its associated evaluation process, except as authorized in the RFP. Violation of this clause will result in proposal/bid disqualification.

For all e-mail correspondence, include MU15MARKETING in the subject field.

C. Bid Submission

All bids must be signed and delivered by the Vendor to Purchasing at the address listed above on or before the date and time of the bid opening.

II. GENERAL INFORMATION**A. Purpose**

Marshall University is soliciting proposals for contract services to assist in the creative development and delivery of a comprehensive brand marketing strategy. Running on a parallel track to that project are a reorganization of the marketing/communications functions at the university and an overhaul of the www.marshall.edu core website. Integration and consistency with those projects and other existing creative units is essential.

In short, we need a partner who can quickly consume brand positioning work already done, develop the creative platform for that positioning, and follow with a comprehensive marketing action plan, including media plans and budgets, as well as a set of metrics that will allow us to measure our efforts.

The successful firm will work directly with the Senior Vice President for Communications and Marketing and the rest of the staff of the Office of University Communications, and a campus advisory group, and is expected to lead a fully collaborative process that will successfully engage a wide variety of constituencies. We have talented graphic designers, photographers, videographers, web designers, writers and social media managers on staff. This process should tap into and provide focus for those existing resources.

This RFP includes further information regarding the scope, purpose and goals of this creative development and brand marketing strategy project. In order to maximize your ability to understand our situation and respond with the appropriate proposal, included are summary materials from recently completed brand positioning and image research initiatives (Appendix A). The firm ultimately selected to become our creative and strategic partner will receive full access to relevant marketing information collected through the recent initiative.

B. Project

The successful firm will be expected to:

1. Assist us with the creation, production and execution of a comprehensive brand marketing strategy with the following goals in mind:
 - Strengthening the university's position in the higher education marketplace and increasing applications and enrollment;
 - Actively engaging a greater portion of Marshall alumni;
 - Actively engaging current students in university services and programs that will help ensure their academic success;

- Increasing donations;
 - Building greater institutional awareness among state and federal policymakers;
 - Differentiating Marshall from its primary competitors;
 - Promoting achievements of faculty, and aiding the recruitment and retention of faculty, researchers, staff and administrators;
 - Building on the positive perception of Marshall and the institution's momentum over the last decade; and
 - Increasing overall image and awareness, as well as name recognition and credibility, of Marshall University
2. Supply a full range of "outside of the box" creative and marketing strategy services.
 3. Establish clearly defined benchmarks to measure the success of the effort.
 4. Exhibit depth, breadth and a history of expertise in creating, executing and measuring innovative, successful and effective higher education marketing campaigns that meet established goals.
 5. Demonstrate the successful completion of similar projects for public institutions of higher education comparable in scope and size to Marshall University.
 6. Bring a spirit of unbridled creativity, innovation, collaboration and energy to all phases of the project.

This initiative does not include budget parameters at this time, as they have yet to be determined. The university is committed, however, to significant investment over a minimum three-year period to conduct the most comprehensive brand marketing campaign in its history.

We enter this process with high expectations and a determination to increase enrollment; student, alumni, donor and policymaker engagement, and overall image and awareness; as well as to differentiate ourselves from our primary competitors. For the past year-and-a-half, we have engaged the firm Zone5 to conduct positioning research and testing, with the expectation that the findings and recommendations will be handed off to a creative/strategic partner early this summer.

It is expected that a comprehensive marketing plan for Marshall University will include not only creative development and strategy, but also will feature tactics detailing how to deliver the strategy throughout all colleges, departments, offices and programs at the university. Further, how should we utilize the various advertising and communications components available? What does the necessary advertising mix include (e.g. billboards, TV/radio spots,

social media, print, specialty placements, website retargeting/location-based mobile targeting, “guerilla” tactics, etc.)? What about earned media and video storytelling? What should the annual budget be for these activities? How will the messaging be incorporated into the web development initiative currently underway, across our various campuses and in college/program-specific communications to targeted audiences? How will the work be shared between the Vendor and our internal staff of designers, writers, photographers, etc.?

III. OPERATING ENVIRONMENT

A. Location

Marshall University is a multi-campus public university with locations and facilities in Huntington, South Charleston, Point Pleasant, Teays Valley, Beckley, Chapmanville and Gilbert, West Virginia. Virtual tours of some facilities are available at <http://www.marshall.edu/videotours/>.

B. Background

Founded in 1837, Marshall University is one of West Virginia’s first institutions of higher education and its second-largest. The university has nearly 13,500 students and 1,900 faculty and staff.

Our students attach high value to our small class sizes, having faculty members actively instructing in the classroom, the availability of intensive advising, exceptional student success resources, modern facilities, a growing global community and robust extracurricular programming.

Marshall is known regionally for its safe and beautiful campus, excellent educational value and successful graduates. On the other hand, there is evidence that it is under-recognized outside the immediate area in some parts of our own state.

For a complete profile of Marshall University, visit www.marshall.edu/ucomm/files/Marshall-University-profile_2015.pdf.

IV. PROCUREMENT SPECIFICATIONS

A. General Requirements

Marshall University requires professional creative and brand marketing services that will allow the university to more strategically and effectively promote itself. The successful firm shall demonstrate evidence of significant experience and expertise in perception branding and marketing, ideally with a focus on public higher education. The firm’s staff should have strong experience in relevant areas, including creative development, branding, messaging and marketing strategy.

Our current creative and marketing and communications efforts vary widely in approach and effectiveness. The end result is missed opportunities to reach potential students and increase

enrollment. The current situation also keeps the university community from mutually reinforcing the overall brand, and increasing awareness and understanding of the role Marshall University plays in the lives of its students and in the community.

To increase enrollment and strengthen the university's brand reputation among key audiences, the entire campus community must take steps to actively manage our brand and effectively tell our stories. As Marshall University enters its 178th year, there is a renewed commitment of leadership and resources for strategic, integrated marketing and communications initiatives across the entire institution. Finding the right partner for development of creative and delivery of a comprehensive brand marketing strategy is a significant step in the journey to strengthening our overall brand over the next three years and beyond.

B. Scope of Work

We recently have completed research and brand positioning exercises. From these efforts, a brand platform has been developed to more fully illuminate our position in the marketplace. Thus, substantial background work for this project is already done.

Marshall now seeks a creative marketing partner who can finish the job—one who can guide the university in refining and implementing its brand in a distinctive and compelling manner across all aspects of its operations. **We are not looking for a “cookie cutter” approach, but rather creative, customized solutions** that tell our stories and reflect current competitive challenges, and also integrate with a number of campus locations and various other initiatives at the institution (INTO Marshall, MUOnline, professional programs like medicine, pharmacy and physical therapy, etc.).

The successful firm must have the ability overall to provide the following services and deliverables. The project includes four distinct pieces of work, outlined below.

Part 1: Development of a Creative Platform

Creation of a comprehensive creative platform for the university, using existing research rooted in the brand positioning work completed in 2014. (Appendix A)

During the creative process, we would ultimately like to see two or three concepts for initial review. (NOTE: Spec creative is *not* required as part of this RFP process.) The concept ultimately selected will need to be flexible enough to meet the needs of the diverse university community, with specific messaging, creative solutions and media plans that target the following key audiences:

- Prospective traditional and non-traditional students and their influencers, including both in- and out-of-state students, their parents and guidance counselors;

- Current students;
- Alumni;
- Current and prospective donors;
- National and local thought leaders, policymakers and higher education peers; and
- Prospective faculty, researchers, staff and administrators.

Part 1 Deliverables

- Creative brief
- Creative campaign (to include two or three concepts for review and at least two rounds of revisions on selected concept)
- Refined comprehensive creative and messaging platform encompassing all outlined key audiences based on selected concept
- Creative testing recommendation and support

Part 2: Marketing Strategy and Media Plan Development

Development of a collaborative, comprehensive three-year brand marketing strategy and media plan for use across all the university's colleges/departments, programs and campuses. Ideally, this first phase of the plan would be launched in fall 2015 and would likely include the following:

- **Prospective Student Marketing:** Tactics to raise awareness with, attract and convert traditional and non-traditional students from West Virginia, the surrounding Tri-State region and two to-be-determined national markets. This plan should also target prospective students' influencers and take into account the university's various campus locations.
- **Current Student Marketing:** Tactics to actively engage current Marshall students in the university's services and programs that will help ensure their academic success (i.e., academic and career planning, on-line course options, financial aid planning, campus life, community involvement and diversity)
- **National Marketing:** A national marketing strategy that raises the overall profile and stature of the university with the goal of increasing support and investment from alumni, donors, policymakers, higher education peers and thought leaders locally, regionally and nationally. This strategy also should take into the account the goal of recruiting and retaining high-quality faculty, researchers, staff and administrators.

Part 2 Deliverables

- High-level marketing strategy document for each key audience listed in Part 1
- Specific marketing media plans (with budgets) for each key audience listed in Part 1, including traditional and non-traditional prospective students in West Virginia, the Tri-State region and two to-be-determined national markets
- Brand rollout plan

Part 3: Advertising Spot, Branding Guide and Campus Toolkit

Development of a national Advertising Spot, as well as a Branding Guide and Campus Toolkit for use by the university community.

Part 3 Deliverables

- National Advertising Spot (:30 radio and television versions) that will primarily be aired during Conference USA sports broadcasts, but also will be used on-site during sporting events and on the university's YouTube channel (completed no later than Aug. 1, 2015)
- Branding Guide for the campaign (i.e., tagline; editorial guidelines, photograph usage recommendations, messaging/storytelling framework; recommended visual elements, secondary palette, fonts, etc.) NOTE: The current Marshall University Graphics Standards Manual should serve as a foundation for what is developed. For example, redesign of the logo system, primary palette and related visual elements are not in the scope of this project.
- Campus Toolkit with sample collateral options (i.e., print ad templates for each key audience, interactive/social media ad templates, fact sheet templates, e - communications headers, letterhead/business card templates, video bumpers, presentation templates, etc.)

Part 4: Metrics and Measurement

Formulation of a plan that will allow us to conduct baseline and follow - up measurement for the marketing strategy and media plan developed through this project.

Part 4 Deliverable

- Measurement plan that details the specific goals and metrics to be used to determine the success of implementation of the itemized requirements in the Scope of Work

V. PROPOSAL FORMAT

A. Vendor's Proposal Format

This part of the RFP outlines the format the Vendor must follow in arranging information within the proposal.

Title Page – Should state the RFP subject and number, the name of the Vendor, Vendor's business address, telephone number, e-mail address and name of authorized contact person to speak on behalf of the Vendor, dated and signed.

Table of Contents – Clearly identify the material by Section Title and Page Number as follows:

RFP Section I: Agency Capacity

- A. Experience
- B. Personnel

RFP Section II: Strategic/Creative

- A. Methodology
- B. Client References

RFP Section III: Cost (sealed in a separate envelope)

Format – The proposal is to be organized in the above format and must address the requirements of the Scope of Work as requested.

Format Length: The proposal shall be formatted as follows:

- Paper size – eight and one half inches by eleven inches (8½" x 11")
- Margins – not less than one inch (1")
- Text – single spaced
- Length – not to exceed 100 pages, inclusive of any addendum

Marshall University reserves the right to waive any minor errors and deviations from this proposal format.

RFP Section I – Agency Capacity

A. Experience

1. Provide an Executive Summary as to your company's history, experience and services as they relate to the services proposed. Describe your company in detail as it relates to demonstrated success in creating brand messages and influencer campaigns for institutions similar in size and scope to Marshall University (public,

comprehensive colleges and universities) with the goal of enhancing the image, visibility, reputation and awareness of those institutions with prospective students and influencers.

Include size, number and type of all current accounts, length of time in business, in-house capabilities, location of your principal offices, and number of full and part-time employees. Summary should demonstrate you understand the university's need for the services described in the Scope of Work.

2. Provide a corporate history/management summary showing that your company and/or its officers have been engaged for a minimum of five (5) years in providing similar services or products as requested in this RFP.
3. List all higher education institutions currently represented by your company. Also list the number of years you have represented a sampling of clients of similar size and scope to Marshall University. List the length (timeframe) of the agreements you currently have in place with other higher education institutions.
4. Provide a description of your company's qualifications to meet specifications and provide the services/products requested in this RFP, including a history of your company's prior experience in this area.
5. Define the attributes that distinguish your company from the competition. Share in detail your new business development philosophy, including the types of clients you specialize in representing. Provide the total number of employees compared to the total number of clients you represent.
6. If your company partners with any other suppliers for the delivery of services/products requested by this proposal, explain each partner, the nature of the relationship and the services/products provided.
7. Describe any specific restructuring, mergers and/or downsizing with your firm that has occurred during the past three years or is anticipated in the next three years, noting potential impacts to the services contemplated by this RFP. Provide information relating to company bankruptcies or reorganizations due to financial hardship. Describe any current lawsuits, legal actions or governmental investigations against your company including, but not limited to, parties of dispute, any equipment affected, cause of action, jurisdiction and date of legal complaint.

B. Personnel

Identify all personnel who would be assigned to this project as necessary to fulfill the requirements as detailed. Provide locations(s) in which the assigned account team is based. Provide a proposed project organization chart as well as resumes for the Project Manager and all proposed staff on the project organization chart. Indicate the portion of their time that each would be dedicated to this project. Be as specific as possible regarding their particular fields and qualifications. Each resume should not exceed two pages.

RFP Section II – Strategic/Creative**A. Methodology**

1. Provide a clear and descriptive response as to how you will provide or meet the requirements of the Scope of Work. You must respond to each requirement in numerical order of the RFP and provide a narrative of your company's ability to provide the requirements of the proposal.
2. Provide a detailed description outlining the step-by-step approach/methodology and recommended timeline for realizing each phase of work. Describe in detail the technical and implementation management methodologies for the proposed solution. Include anticipated deliverables and benchmarks for measuring the success of the various elements of the project.
3. Describe any significant requirements, challenges and outcomes that should be met or completed to ensure success, as well as any other special conditions that will be required to complete this project.
4. Describe your company's expertise managing an inclusive process with clients and facilitating engagement/buy - in from key stakeholders.
5. Include three (3) case studies of your company's most creative campaigns that are comparable to this assignment. Each case study should include the creative brief or an abstract of the work that outlines the project objective, target audience, strategies/tactics, creative portfolio and an overview of how the project was evaluated for success.
6. Provide an example of a successful social media strategy implemented on behalf of a higher education client with the goal of influencing students or prospective students.
7. Provide a detailed description of how you would coordinate and communicate with Marshall University personnel throughout the project.

B. Client References

Supply the contact information and client background for three (3) client references. Submit references for clients that are most similar to the services being proposed in this RFP using the reference form contained in Appendix B. At least two of the three references must be a higher education institution.

RFP Section III – Cost (sealed in a separate envelope)

Provide comprehensive cost information for the project as outlined in this RFP, including a thorough breakdown of the fees and payment schedule/options, and the cost to complete each phase of the project.

This cost proposal must be tied to a timeframe and include service milestones or deliverables related to payments. The proposal must also include all travel and other expenses.

The Total Project Cost must be clearly identified.

The university may reject any fees not identified as part of the supplier's proposal.

VI. PROPOSAL SUBMITTAL INSTRUCTIONS

Technical proposal is to be submitted as one (1) original, signed in full in ink, and two (2) copies and (1) thumb drive or memory stick.

Cost proposal (RFP Section III) is to be submitted in a sealed envelope marked "COST."

Cost is not to be included on thumb drive or memory stick.

The outside of the envelope or packages should be clearly marked:

RFP#: MU15MARKETING

Opening Date/Time: May 18, 2015 at 3:00 PM

Buyer: VT

VII. EVALUATION PROCESS

Proposals will be evaluated by a committee of three (3) or more individuals in accordance with the criteria stated. The firm that meets all the mandatory specifications and attains the final highest point score [possible one-hundred (100) points maximum] may be awarded the contract.

The recommendation of the successful firm will be made by a consensus of the evaluation committee. The criteria and the assigned weight factors are identified in the following sections.

A. Evaluation Criteria

The following are the evaluation factors and point values:

I.	Agency Capacity	25 Points Possible
II.	Strategic/Creative	45 Points Possible
III.	Cost	30 Points Possible
	Total	100 Points Possible

Each cost proposal will be evaluated by use of the following formula:

$$\frac{\text{Lowest price of all proposals}}{\text{Price of proposal being evaluated}} \times 30 = \text{Cost score}$$

A. Minimum Acceptable Score

Firms must score a minimum of 70% of the total technical points possible. The technical points are listed above. The minimum qualifying score on the technical portion is 49 points. All firms not attaining the minimum acceptable score shall be disqualified and removed from further consideration.

APPENDIX A BRAND POSITIONING STATEMENT

We are Marshall--a **proud** family and a distinctive comprehensive university. As one of West Virginia's oldest universities, we are an integral institution in our **home** state and a beacon of **opportunity** for students from across the country and around the world.

We honor **tradition**, but are not constrained by convention or conventional thinking. Our vision, our teaching and our research are firmly focused on the future. We are wholly committed to student **success** in the classroom and beyond.

We embody **value**, both in our promise as a public institution to provide exceptional educational opportunities at the undergraduate and graduate levels and in our belief in the inherent worth and dignity of every individual. The essence of that value is our ability--as a community and an extended **family**--to transform potential into achievement.

What does the Positioning Statement mean?

To Students

Marshall is a university where you'll be part of a real community, where faculty members care about your progress and work with you to develop your innate potential. Becoming part of the Marshall family means not only the expansion of your academic and social horizons but also that you'll be taking your place in a proud, ongoing tradition. The environment in which you pursue your degree has everything to do with your chances of successfully completing that degree. At Marshall, you'll be engaged, challenged and supported—and that's the edge that will help you succeed.

To Faculty and Staff

Working at Marshall means making a difference in the lives of students, many of whom arrive here with enormous potential but lack a reliable roadmap for academic accomplishment. You're a leader, a mentor, a cultivator of talent. Every day, you contribute to the intellectual awakening of Marshall students in myriad, often unexpected ways. Many of you will have opportunities to work at the cutting edge of your discipline, and some will be able to guide your students there.

To Alumni

You *are* Marshall, the heart and soul of the Marshall family, whether you graduated from the university last year or 50 years ago. And whether you live in Huntington, West Virginia, or overseas, you're an envoy for the Marshall vision--a living embodiment of the promise to build a better future one student at a time.



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 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.

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.

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.

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 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 <http://web.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>