


Request for Proposal	 <b>Marshall University</b> <b>Office of Purchasing</b> <b>One John Marshall Drive</b> <b>Huntington, WV 25755-4100</b> Direct all inquiries regarding this order to: (304) 696-2820	<b>Proposal#</b>  MU17TRAVEL
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<b>Vendor:</b>  <b>Phone:</b>  <b>Email:</b>  <b>FEIN/SSN:</b>  <b>Fax:</b>	<b>For information contact:</b>  <b>Buyer:</b> Virginia M. Campbell-Turner <b>Phone:</b> (304) 696-2820 <b>Email:</b> 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 BID WILL BE SUBMITTED IN BONFIRE 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 6/17/2016		DELIVERY REQUIREMENTS	DEPARTMENT REQUISITION NO.	PROPOSALS OPEN: 3:00 PM on July 22, 2016	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID	
Item #	Quantity	Description			Unit Price	Extended Price
		<p><u>Request for Proposal</u></p> <p>Marshall University is accepting proposals on the following services until 3:00 pm on July 22, 2016. At that time, Marshall University will open and record proposals in the Old Main Building, Room 125, Huntington, WV 25755.</p> <p>CONTRACT</p> <p>for</p> <p>TRAVEL MANAGEMENT SERVICES</p>				

<b>Total</b>	
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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 \_\_\_\_\_  
 \_\_\_\_\_ within \_\_\_\_\_ days

FOB \_\_\_\_\_ After receipt of order at address shown  
 Terms \_\_\_\_\_

BOT /BOD 43

Bidder's name Vendor \_\_\_\_\_

Signed By \_\_\_\_\_

Typed Name \_\_\_\_\_

Title \_\_\_\_\_

Street Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Date \_\_\_\_\_ Phone \_\_\_\_\_

Fein \_\_\_\_\_

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## REQUEST FOR PROPOSAL

### Marshall University RFP MU17TRAVEL

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#### 1. INTRODUCTION

##### 1.1 General Information

Marshall University, founded in 1837, is a historic public university located in downtown Huntington. Marshall is a four-year university with total enrollment of 13,000+ students and 2,000+ full and part time faculty and staff. There are campuses and centers in South Charleston, Point Pleasant and Teays Valley. The University is accredited as an institution of higher learning made up of thirteen (13) colleges and 116 degree offerings.

##### 1.2 Purpose

Marshall University, herein referred to as “MU” or “University”, is soliciting proposals from qualified vendors that have the experience and expertise to provide Travel Management Services. The contract is for two (2) years with three (3) optional annual renewals.

##### 1.3 Schedule of Events

Release of the RFP.....	June 17, 2016
Vendor’s Written Questions Submission Deadline. ....	June 24, 2016
Addendum 1 Issued.....	June 29, 2016
Vendor’s Second Written Questions Submission Deadline....	July 5, 2016
Addendum 2 Issued.....	July 8, 2016
Proposal Submission.....	July 22, 2016
Presentations.....	TBA
Cost Opening Date.....	TBA

The University reserves the right to amend times and dates in its sole discretion.

Vendors are to submit written questions by email to [campbell@marshall.edu](mailto:campbell@marshall.edu) and [purchasing@marshall.edu](mailto:purchasing@marshall.edu) with the subject field as **MU17TRAVEL QUESTIONS**.

Vendor must address specific areas of the RFP that each question pertains to.

It is the vendor’s responsibility to check the website to respond to any addenda and/or become aware of any changes

## **2. RFP INSTRUCTION**

### **2.1 Inquiries**

All inquiries and proposal submissions must be sent to:

Virginia Campbell-Turner, Asst. Director  
Marshall University Office of Purchasing  
One John Marshall Drive – Old Main Building Room 125  
Huntington, WV 25755-4100  
E-mail: [campbell@marshall.edu](mailto:campbell@marshall.edu) and [purchasing@marshall.edu](mailto:purchasing@marshall.edu);  
Subject Field: MU17TRAVEL  
Telephone: 304-696-2820  
FAX: 304-696-3333

Proposers 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 immediate disqualification.

### **2.2 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 filed by an official written addendum are binding.

### **2.3 Proposal Submission**

Proposal submission must consist of a complete response using the format provided in Section 8 of this RFP. Proposals must be submitted online utilizing the Marshall's Bonfire portal. *See Section 9, Bonfire Bid Submission Instructions.*

### **2.4 Disqualification**

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 <http://www.marshall.edu/purchasing/resources/bids-and-Bids/>.

### **2.5 Incurring Costs**

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

### 2.6 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.

### 2.7 Duration of Proposal Offer

Proposals are to be held valid for 120 calendar days following the closing date for this Request for Proposal. This period may be extended by mutual written agreement between the Proposal and the University.

### 2.8 Addenda

If it becomes necessary to revise any part of this RFP, an official written addendum will be issued to all Proposers of record by Marshall University's Office of Purchasing. Written acknowledgement of receipt of all issued amendments, addenda or changes shall be required from all Proposers responding to this RFP and in the form required by the solicitation documents.

### 2.9 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. Proposers may be required to provide oral presentations to discuss their proposal and/or clarify their technical submittal.

### 2.10 Best and Final Offers

The University may, but is not required, to negotiate with Proposers. If the University elects to negotiate, negotiations shall be conducted with Proposers 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 Proposer shall be provided information about any other Proposer's proposal, and no Proposer 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.

## 3. **OVERVIEW**

### 3.1 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of vendor's abilities to satisfy the requirements of the RFP. Completeness and clarity should be emphasized.

### 3.2 Contract Terms and Conditions

Contractual terms and conditions under which Marshall will enter into a contract will be those contained in the Request for Proposal.

### 3.3 Insurance Requirements

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

3.3.1 The successful contractor shall indemnify, defend and hold Marshall University harmless against all loss, damage and expense or claims therefore, for injury or illness caused by any person, or damage or expense to any property arising out of or in connection with the operation of said business. Contractor shall also hold Marshall University harmless for any loss; injury or illness resulting from the courtesy first aid treatment furnished by any employee of the contractor by Marshall.

3.3.2 The following insurance coverage is required. Proof of coverage must be provided with each proposal and must be maintained during the length of the contract.

Commerce General Liability - \$1,000,000 per occurrence and \$2,000,000 aggregate

Automobile Liability Insurance - \$1,000,000 per occurrence

West Virginia Worker's Compensation Insurance

Certificate of above referenced insurance must be provided with written guarantee of 30 day notice to Marshall University in the event of cancellation.

### 3.4 Best Value Purchasing – Standard Format

This RFP shall follow the standard format defined by the Marshall University Office of Purchasing.

### 3.5 Award

3.5.1 Once approved by the Office of Purchasing, the contract is signed in the Office of Purchasing, and mailed to the appropriate parties.

3.5.2 Disqualification of Bidders - Any of the following causes, while not inclusive, may be considered sufficient for the disqualification and rejection of a proposal

3.5.2.1 Submission of a proposal which is not in conformance with the requirements as stated in the solicitation.

3.5.2.2 Lack of bidder competency or responsibility as demonstrated by past performance.

## 4. **BACKGROUND**

MU spends approximately \$1.37 million on an annual basis for travel expenses. This volume is intended as an estimate of the potential value of the agreement and not as a guaranteed minimum or maximum of future expenditures. This estimate is based on total expenditures made from 2013 – 2016 fiscal year periods, July 1 to June 30.

International Travel \$250,000

Student Travel \$120,000

Staff/faculty Travel \$1,000,000



## 5. PROJECT SPECIFICATIONS

### 5.1 Overview

Marshall University is soliciting formal proposals from qualified and accredited travel agencies for two (2) options:

- A. Remote Travel Management Services
- B. On-site Travel Management services

- 5.1.1 The Committee will decide which option(s) are in the best interest of the University. The services to be provided include, but are not limited to, arranging commercial flights and charter flights - if requested, lodging, rental cars, and ground transportation for student groups and individual travelers as requested by Marshall University Faculty and/or staff. The agent will also be responsible for providing reports, suggesting cost saving measures and attending meetings as requested by the Marshall University faculty and/or staff regarding travel. The University reserves the right to book charter flights independently of this agreement.
- 5.1.2 The awarded travel agency will work with University administration to encourage the use of the travel agency through established programs, such as: training seminars on campus, e-mail, newsletters, and travel handbooks.
- 5.1.3 The Proposer will offer a superior level of service for all (a) faculty; (b) staff; (c) candidate; (d) non-athletic team travel; (e) student organization; and, (f) academic student travel.
- 5.1.4 The Proposer must possess the willingness to implement new and innovative ideas to simplify the travel management processes such as on-line booking capabilities and have a proactive approach to business in an educational environment.
- 5.1.5 The Proposer will provide electronic end user services for travel planning that can be accessed through a mobile platform.
- 5.1.6 The Supplier shall not require the traveler to "price shop." A travel portal or agent assistance should always quote the best options and the best possible prices for the University.

### 5.2 Conformance

Respondents to this solicitation must also provide any additional detailed information necessary for determining applicable standards conformance, as well as for documenting products and/or services that are incidental to the project, which would constitute an exception to requirements. If a vendor claims its products and/or services are equivalent and it is later determined by the University - i.e., after award of a contract/order, that products and/or services delivered do not

conform to the specifications contained herein, remediation of the products and/or services to the level of conformance specified will be the responsibility of the Contractor at its own expense.

### 5.3 Compliance

Agency agrees to book only those fares and/or suppliers that are in compliance with University, State of West Virginia, and applicable Federal travel policies/regulations.

5.3.1 Currently, a university policy is in the revision process.

5.3.2 Links to travel policies

- Link to University Travel Policy:  
[http://www.marshall.edu/board/files/Policies/MUBOG%20FA-%202%20Travel%20\(Final%206-14-11\)%20rev.pdf](http://www.marshall.edu/board/files/Policies/MUBOG%20FA-%202%20Travel%20(Final%206-14-11)%20rev.pdf)
- Link to State of WV Travel Policy:  
<http://www.state.wv.us/admin/purchase/travel/TravelRule.pdf>
- Link to Federal Travel Policy [www.gsa.gov](http://www.gsa.gov)

5.3.3 Marshall University utilizes the GSA per diem information for meals, incidental expense, and hotel.

### 5.4 Agency Qualifications

5.4.1 References

- 5.4.1.1 Agency shall provide references of two (2) current University accounts and one (1) corporate account, of similar size and configuration to that of Marshall University.
- 5.4.1.2 References may be contacted to confirm the Proposers abilities and qualifications as stated in the Proposers response.
- 5.4.1.3 The University may perform due diligence by contacting any applicable business reference.
- 5.4.1.4 The University reserves the right to disqualify any Proposer whose references do not support their stated claim of qualifications in their response.

### 5.5 Agency's Proposals

Each option listed in Section 5.1 should provide the following:

5.5.1 Account Management

- 5.5.1.1 Agency will assign an account manager/travel agent to manage and/or oversee the account for Marshall University.

- 5.5.1.2 The agent will be the point of contact to coordinate travel requirements and will handle any problems or inquiries that may arise as a result of this contract.
- 5.5.1.3 This person must have the authority to act on and make decisions to resolve any issues, including contractual issues, without need for extensive consultation within your organization.
- 5.5.1.4 When necessary, the agency shall also assist in preparation of forms that are required by the University and State of West Virginia.

#### 5.5.2 Key Staff Members/Account Configuration

- 5.5.2.1 List the names, resumes, years of experience, and responsibilities of all individual(s) to be assigned to/responsible for managing this account.
- 5.5.2.2 Specifically describe the location and number of personnel that would be dedicated to the Marshall University account.

#### 5.5.3 Pre-screening

- 5.5.3.1 The Contractor shall administer all necessary pre-qualifying tests to determine that each employee meets the requirements of each job. These tests may include, as appropriate, the following:
  - a) physical examinations
  - b) criminal background checks
  - c) credit ratings
  - d) verification of licenses
  - e) certifications
- 5.5.3.2 The Contractor must pre-screen their employees. Marshall University will not pay for background checking services or other unnamed services for the contracting vendor. **Contractor must provide Marshall University with the specific checks that your agency performs.** Also, Contractor must provide the date of the last screening performed on its employees.
- 5.5.3.3 The University requires testing procedures to comply with current industry standards in accordance with the Drug & Alcohol Free Industry Associations. The Drug-Free Workplace Act of 1988 policy is located at:  
<http://www.marshall.edu/human-resources/files/downloads/2011/10/Drug-Free-Workplace-Policy.pdf>
  - 5.5.3.3.1 All bidders must sign the Drug & Alcohol Free affidavit to bid with the State of West Virginia. Link to the Drug & Alcohol Free Affidavit at:  
<http://www.state.wv.us/admin/purchase/vrc/DrugFreeAff.pdf>.

#### 5.5.4 Experience

Travel Agent assigned to the Marshall University account must have a minimum of two years of University travel or related experience

#### 5.5.5 Backup/Overflow Assistance

Agency must have a 24/7 supplementary service through a toll free number in the event that the on-site agent assigned to this account is not able to perform their duties due to illness, vacation time, after hours, etc.

#### 5.5.6 Regular Hours

Assigned staff shall be available to work on-site during regular business hours of operation from 8:00 AM to 5:00 PM Eastern Time, Monday through Friday. Vacation periods should be requested in advance and mutually agreed upon. As a general expectation, Contractor's staff should adhere to the same office attendance expectations as other University staff. The hours required could vary based on department needs.

### 5.6 Provision/Maintenance/Utilities

#### 5.6.1 Provision and Maintenance

University's Responsibilities	Contractor's Responsibilities
The university will furnish space, heat, water, electricity, and air conditioning services to the vendor for the operation of an office for the on-site travel coordinator.	The vendor agrees to exercise care to keep the usage of these utilities at a minimum.
The university shall provide maintenance and repairs due to normal wear and tear to the university facilities.	Maintenance to the furnishings and equipment shall be the responsibility of the vendor. Vendor shall be responsible for any repair or replacement cost to equipment and/or the building caused by employee negligence.
Marshall University will not be responsible for any loss due to an interruption or failure of utility service or mechanical equipment. The university will not be responsible for any loss resulting from flood, fire, other disasters or acts of God.	Vendor is responsible for providing insurance to cover such loss

## 5.6.2 Telephone

University's Responsibility	Vendor's Responsibility
Existing telephone instruments and services will be provided by the university.	Any additional instrument, service or modification will be made by the university at the vendor's expense.
	A monthly equipment charge for currently installed equipment will be paid by the vendor.
	Additions or deletions to this service may be made as necessary at the discretion of the vendor
	Vendor is responsible for the cost of local, long distance, and other communication charges.
	The vendor is required to maintain and cover all costs associated with the toll free number, after hours and emergency.
	Vendor should provide a cell phone number for the on-site agent.

## 5.6.3 Networking

University's Responsibility	Vendor's Responsibilities
	Vendor will be responsible for all Computing Services, Network Connection and Software fees.
	Vendor is responsible for obtaining all required licenses, permits, etc., paying all required fees, taxes, and applicable charges to operate.
	Vendor's personnel or agents must observe all regulations in effect at the university.

5.6.3.1 Prior approval of software is required from Computing Services for compliance with security policies.

5.6.3.2 Vendor must sign the Cloud Computing Contract Addendum found at this link: [http://www.marshall.edu/purchasing/files/CC\\_Addendum.pdf](http://www.marshall.edu/purchasing/files/CC_Addendum.pdf) and submit as per instruction provided in the Proposal Format, Section 8.3.

## 5.7 Agency/Reservation/Service Requirements

### 5.7.1 Lowest Fare

Agency must comply with University and State of West Virginia policy and offer the lowest available rates within a two hour window on air, car, hotel, rail and other suppliers as requested. Describe your method of ensuring the lowest rates.

### 5.7.2 Exceptions

Agency agrees to document Passenger Name Records with exception documentation, reason codes and low fare comparison when the lowest fare is not booked.

### 5.7.3 Unused Tickets

Agency must have capability to track unused tickets and facilitate usage of tickets prior to expiration.

### 5.7.4 Voids/Cancellations/Exchanges

Agency must process voids, cancellations and exchanges.

### 5.7.5 Paperless Ticketing/Itineraries

Electronic ticket itineraries and invoices must be available for post-trip research. These documents must also be accessible to additional recipients, such as the travel arranger, coach, administration or business office. All itineraries must include flight numbers, departure and arrival times, names associated with the ticket numbers for group travel and confirmation numbers for ground arrangements.

### 5.7.6 Notifications of Changing Itineraries

Agency must send out notifications to travelers in the event of a schedule change and/or travel emergencies.

### 5.7.7 Passports & Visas

Agency shall inform travelers of Visa and passport requirements for international travel. Failure to inform University travelers of Visa requirements will result in the cost of such oversight being borne by the contracted agency.

### 5.7.8 Airline Charters

The agency shall solicit airline charter quotations for Marshall University when requested. Minimum requirements, include but is not limited to:

#### 5.7.8.1 Insurance requirements,

#### 5.7.8.2 Actual quotations received.

- 5.7.8.3 If agency is utilized for charters, agreement and payments will be coordinated through the Office of Purchasing and Accounts Payables Office.

#### 5.7.9 Ground Transportation

- 5.7.9.1 Agency will be expected to use mandated State of West Virginia contracted car rental agencies and use existing Marshall University bus charter contracts if they provide the greatest cost savings to the traveler.
- 5.7.9.2 Agency will also work within Marshall University cost containment parameters.

#### 5.7.10 Hotel Bookings

- 5.7.10.1 Agency shall arrange individual hotel/motel accommodations, as requested, by taking advantage of State, Federal, Institutional, and special agency discounts, whichever is greater.
- 5.7.10.2 Agency shall solicit quotes and book hotel stays as requested by Marshall University. Agency shall use departmental credit accounts and track rewards points and free hotel stays as necessary.

#### 5.7.11 Rebate or commission sharing programs

- 5.7.11.1 The vendor must include a proposal to offer rebates that will be a cost saving measure for Marshall University.
- 5.7.11.2 The vendor must have the ability to offer rebates of a portion of all travel booked or provide commission sharing programs to Marshall University.
- 5.7.11.3 The successful Proposer will provide reports that track the rewards programs and how they are used.

#### 5.7.12 Free ticket earnings

Group discounts with preferred carriers

#### 5.7.13 Waiver of return fees

Discounts for groups of less than 10

#### 5.7.14 Individual travel at negotiated group rates

Waivers of Saturday night stay requirements

### 5.8 Reporting/Accounting

Marshall University will require monthly reporting detail in Microsoft Excel format to include the following data:

Detailed accumulated/expensed air/hotel benefits/ auto / other  
Account number  
Travel number  
Method of payment  
Amount  
Issue date  
Departure date  
Passenger name  
Airline/Hotel/Ground Transport vendor name  
Invoice number  
Ticket number  
Exchanged ticket number  
Itinerary

#### 5.9 Web-based Program

The Agency shall also have a user friendly website based program that allows the traveler to view their trip information including all ticket information, reservations, confirmations, and Itineraries.

#### 5.10 Traveler Emergency and Tracking

The successful vendor must provide a detailed outline of their process for notifying University officials in real-time in the event of a travel crisis involving university travelers. Agency must also have the capability for designated University personnel to track university travelers in case an emergency arises. The University requires a website based program that tracks the travelers and their itineraries.

Track Travelers by name or by location (searchable)  
Tracking includes the itinerary of the traveler

#### 5.11 Implementation

Provide an implementation plan and schedule for events from the estimated award date. The target date of implementation is **August 15, 2016**.

### 6. **Future Prospect**

Agency is to provide other products/services available for optional add-ons. Looking forward, MU anticipates the possibility of adding integration with the University's Banner Travel Module.

### 7. **Invoicing**

#### 7.1 Pricing method

Marshall is interested in a quarterly, all-inclusive, flat management fee for all services listed in this Proposal. Any fees proposed shall be locked for the first two years of the contract, and subject to adherence to pricing offered on the Agency's pricing response for years 3 through 5 if annual renewal options are exercised. **Absolutely no pricing can appear anywhere in the Technical Proposal.**



Marshall University will not be financially or in any other way, responsible for any portion of agent's compensation, benefits, car allowance, withholdings, bonus, etc. as this will be an independent contractor relationship.

## 7.2 Payment Terms

The University will pay the Agency in accordance with the terms of the agreement and as accepted by the University.

### 7.2.1 Invoicing Requirements

Before payment is made, the Marshall University Accounting Department must verify that all invoiced charges are correct as per this Contract. Only properly submitted invoices will be officially processed for payment. Ready payment requires that your invoices be clear and complete in conformity with the instructions below.

#### 7.2.1.1 All invoices must be itemized showing the following:

*Name of traveler(s) and department*  
*Date of travel*  
*Travel provider (i.e., name of airline)*  
*Origin of travel*  
*Destination of travel*  
*Times of travel (time of departure, return)*  
*Itemized cost and total*  
*Type of travel (i.e. student, international, out of state and in state)*  
*Class of travel*

#### 7.2.1.2 A sample invoice must be included with your proposal.

### 7.2.2 Invoice Submission

#### 7.2.2.1 The original invoice must be sent to the Travel Office via E Mail or mail to:

Marshall University – Travel Office  
One John Marshall Drive  
Huntington, WV 25755  
[travel@marshall.edu](mailto:travel@marshall.edu)

## 7.3 Payment Methods

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.

## 8. Proposal Instruction

### 8.1 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.

### 8.2 Separate Submission of Cost and Technical Proposals

#### 8.2.1 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. **Absolutely no pricing can appear anywhere in the Technical Proposal.**

#### 8.2.2 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.

### 8.3 Technical Proposal Format

The Technical section is comprised of two (2) options:

- (A) Remote Travel Management Services
- (B) On-site Travel Management Services

**Absolutely no pricing can appear anywhere in the Technical Proposal.** Failure to meet this requirement may result in disqualification of the proposal.

### 8.3.1 TAB I

#### 8.3.1.1 Title Page

Should address the RFP Subject, include company's information, business address, telephone number, e-mail address, name of authorized contact person to speak on behalf of the Vendor, dated and signed.

#### 8.3.1.2 Addenda and RFP

Directly after the Title Page, all applicable addenda as listed, with the most recent first and the RFP last. All addenda and RFP must be signed.

#### 8.3.1.3 Forms

Vendor is responsible for downloading and inserting forms into the RFP documents as described in this Technical Proposal Format.

Drug Free Workplace Affidavit: 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>

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>

Vendor Preference Certificate: 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 -

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

WV-96 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>

Cloud Addendum [http://www.marshall.edu/purchasing/files/CC\\_Addendum.pdf](http://www.marshall.edu/purchasing/files/CC_Addendum.pdf)

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>

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>

#### 8.3.1.4 Table of Contents

Clearly identify the material by tabs and page numbers

#### 8.3.2 TAB II – Executive Summary

The Proposer shall provide a concise description of the Proposer's services.

This Section should also provide a summary describing the Proposer's area(s) of expertise and resource capabilities as they relate to this proposal.

#### 8.3.3 TAB III – References/Client Narrative

##### 8.3.3.1 References:

Proposer must provide at least three (3) references, with at least two (2) being Universities and one (1) corporation that Proposer has worked with within the last three (3) years in accordance with Section 5.4. References must include:

- contact person's name, address, telephone, and email;
- Description of business relationship;
- Identify services provided or received;
- Contract term, if applicable (start and expiration dates).

##### 8.3.3.2 Proposer must provide narrative or listing of clients

#### 8.3.4 TAB IV – Service Proposal (Ref. Section 5.5)

(A) Remote Travel Management Services

(B) On-site Travel Management Services

8.3.5 **TAB V – Statement of Work/Implementation**

Describe Proposer's work plan for performing the scope of work described in Section 5 of this RFP.

Also provide a timeline indicating the necessary steps to meet the University's request for services by August 1, 2016. Ref. Section 5.11

8.3.6 **TAB VI – Exceptions or Restrictions** (Ref Section 5.2 Conformance and Section 5.7.2)

Proposers 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 Proposer 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 Proposer's solution, must be described in detail.

8.3.7 **TAB VII –Lost Contracts:** The Proposer must provide a letter stating lost contracts within the last five (5) years with an explanation of why the contracts were lost.

8.4 Cost

One copy for each proposal is to be submitted in a separate electronic file labeled COST to be publicly opened at a scheduled time and date. Envelope is to be labeled COST. The pricing proposal must include an itemization of all costs.

Each Cost Proposal shall be formatted in accordance with the format provided in this RFP and shall begin with a Title Page. The Title Page shall display the words "RFP Travel Management". It should also have vendor's name, title, business address, telephone number and signature in blue ink. The title page should be followed by the Cost Proposal.

8.5 Evaluation and Award

8.5.1 Committee

Proposals will be evaluated by a committee of three (3) or more individuals in accordance with the criteria stated. The vendor who meets all the mandatory specifications, attains the final highest point of all vendors (possible one-hundred (100) points maximum) may be awarded the contract. The recommendation of the successful vendor will be made by a consensus of the evaluation committee.

### 8.5.2 Evaluation Criteria

The evaluation criteria are listed below in the order of importance:

Criteria	Percentage
Agency Qualifications (Ref. 8.3.2 Tab II Executive Summary)	20%
Agency Proposals (Ref. 8.3.4 Tab IV)	20%
Agency Reservations/Services/Requirements/Reporting/ Accounting/Invoicing (Ref. 8.3.5 Tab V for SOW) (Also, Ref. Sections 5.7; 5.8, 5.9, 5.10 and 7.)	20%
Implementation Plan (Ref. 8.3.5 Tab V for Implementation)	10%
Total Technical: Technical merit will be given greater consideration than cost	70%
Cost Proposal	30%
Overall Total	100%

### 8.5.1 Minimum Acceptable Score

Vendors must score a minimum of 70% of the total technical points to move forward. The minimum qualifying technical score would be 70% of 70 or a score of forty-nine (49) points for technical criteria to be eligible for further consideration and to continue in the evaluation process. All vendors not attaining the minimum acceptable score shall be disqualified and removed from further consideration.

Marshall reserves the right to accept or reject any or all proposals, in whole or in part, if to do so is in the best interest of the University.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. Marshall reserves the right to ask vendors 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.

## 9. BONFIRE 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
Technical Proposal	File Type: PDF (.pdf)	1 PDF file containing all documents as per Section 8.3	Required
Cost	File Type: PDF (.pdf)	1 PDF file containing all cost.	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/opportunities/1460>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Jul 22, 2016 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 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](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

**10. LIFE OF CONTRACT PAGE****LIFE OF CONTRACT PAGE**

**LIFE OF CONTRACT:** This contract becomes effective on TBA with option to extend for a period five (5) years or until such reasonable time thereafter as is necessary to obtain a new contract. Such "reasonable time" shall not exceed twelve (12) months upon expiration of one (1) year from the effective date of this contract by giving the Director of Purchasing thirty (30) days written notice.

**RENEWAL:** This contract may be renewed upon mutual written consent, submitted to the Director of Purchasing thirty (30) days prior to the date of expiration. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to one (3) successive (1) year periods.

**CANCELLATION:** The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

**OPEN MARKET CLAUSE:** The Director of Purchasing may authorize a spending unit to purchase in the open market, without the filing of a requisition or cost estimate, items specified on this contract for immediate delivery in emergencies due to unforeseen causes (including but not limited to delays in transportation or an unanticipated increase in the volume of work).

**TIME:** Time consumed in delivery or performance is of the essence.

**ORDERING PROCEDURE:** Departments shall submit a requisition for commodities covered by this contract to the Purchasing office. Purchasing will then issue a purchase order to the vendor as authorization for shipment. If accepted by the vendor, the University's State Purchasing card may be used.

**FUNDING PARAGRAPH:** Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for these services, this contract becomes of no effect and is null and void after June 30.

**INTEREST:** Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.

**CONTRACT PRICING:** Unless otherwise allowed by the Director of Purchasing, price increases will be approved only at the beginning of each renewal period. All adjustments will be made in dollars, not per cent. Requests for price increases must be received in writing by the Director at least thirty (30) days in advance of the effective date. Vendors may add products throughout the term of this contract when it is in the best interest of the University. The Director at Marshall University will determine which products will be added. Price decreases will be "passed through" to Marshall University.

The contract is for mandatory use at Marshall University and is available on an optional basis for use by all other higher education institutions in West Virginia, including WVNET and the higher education central office.



**11. 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.

**11.1 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.

**11.2 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.

**11.3 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 “Administrative Procedure ADMIN-3 Freedom of Information Act Request Procedures” posted online at <http://www.marshall.edu/adminproc/files/ADMIN-3.pdf>.

**11.4 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.

**11.5 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.

#### 11.6 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.

#### 11.7 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.

#### 11.8 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.

#### 11.9 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.

#### 11.10 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.

#### 11.11 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.

#### 11.12 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.

### 11.13 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.

## 12. COMPLIANCE

### 12.1 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.

### 12.2 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.

### 12.3 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.

### 12.4 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.

### 12.5 Compliance with Laws and Regulations

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

#### 12.6 Debarment and Suspension

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

#### 12.7 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.

#### 12.8 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.

#### 12.9 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.

#### 12.10 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.

#### 12.11 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.

#### 12.12 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.

### **13. PAYMENT INFORMATION**

#### 13.1 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.

### 13.2 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.

### 13.3 Interest

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

### 13.4 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.

### 13.5 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.

### 13.6 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.

## 14. DOCUMENTS

### 14.1 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.

### 14.2 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.

#### 14.3 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.

#### 14.4 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.

#### 14.5 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.