Purchase Change Request

Marshall University
Office of Purchasing
One John Marshall Drive
Huntington, WV 25755-4100

Order #

MU14DRYCLEAN

FY	Buyer	Date	Account	P.O. Date	Contract
2018	VT	08/23/2017	Various	October 1, 2013	MU14DRYCLEAN

Document

- ☐ Requisition (Cancellation only)
- ☐ Regular Purchase Order
- ☐ Contract Purchase Order
- ☑ Open End Contract Purchase
- ☐ Agreement

Document Action

- ☐ Cancellation
- ☐ Increase/Decrease
- ☐ Unused Balance
- ☐ Freight
- ☑ Renewal
- ☐ Extension Error
- ☐ Error in Total Amount
- ☐ Change of Account
- ☐ Change of Vendor Name/Address
- ☐ Other

Vendor Name, Address, Phone #, etc. | Vendor Code

WV CLEANERS INC DBA WHITE WAY
1001 HAL GREER BLVD
HUNTINGTON WV 25701

Ph# 304-529-0171 Fax: FEIN# 55-0698452

BOG Unit Name & Address
Marshall University
Office of Purchasing
One John Marshall Drive
Huntington, WV 25755-4100

Item#	Quantity	Description of Change	Unit Price	Extended Price
		Change Order # 2 To renew contract MU14DRYCLEAN according to all terms, conditions, and specifications contained in the original contract including all authorized change orders. Price increases are contained in the attached documentation. . **DRY CLEAN LAUNDRY SERVICES** Effective date: October 1, 2015 – September 30, 2018 Renewal No. 2, 3, & 4 Renewal Remaining: 5 The purpose of this change order is to bring contract up to term.		

Reason for Change: Contract renewal requested.

Previous Total	$	OPEN END
Increase	$	
Decrease	$	
New Total	$	OPEN END

Approved: Virginia Turner 8/28
Authorized Signature Date

N/A
Attorney General if required Date

BOG 79

DRY CLEANING SERVICES (Attachment A)

CLOTHING ITEMS	UNIT COST	
	Current Prices	**New Prices**
Shirt	$ 2.13	**$ 2.35**
Blouse	$ 6.50	**$ 7.15**
Dress	$12.75	**$14.03**
Slacks	$ 6.13	**$ 6.75**
Skirts	$ 5.59	**$ 6.99**
2 Piece Suit	$13.02	**$14.33**
3 Piece Suit	$15.23	**$16.76**
Sport Coat	$ 6.82	**$ 7.51**
Jacket – Light	$ 8.25	**$ 9.08**
Sweater	$ 6.37	**$ 7.01**

HOUSEHOLD ITEMS	UNIT COST	
	Current Prices	**New Prices**
Drapes – priced per pleats	$ 2.14 - $ 3.21	**No change**
Bed Spreads		
Twin Size	$24.52	**$25.75**
Full Size	$27.05	**$29.68**
Queen Size	$31.03	**$34.20**
King Size	$35.76	**$37.54**

Other items will be added per acceptable quote from the vendor. Amount of Commission: 10 %

MAT AND SCRAPPER SERVICES (Attachment B)

MAT SIZE	UNIT COST			
	Weekly		Bi-weekly	
	Current Prices	**New Prices**	Current Prices	**New Prices**
3 x 5	$ 1.76	**$ 4.30**	$ 2.64	**$ 5.28**
3 x 7	$ 2.64	**$ 3.17**	$ 3.96	**$ 4.76**
3 x 10	$ 3.56	**$ 5.30**	$ 5.34	**$ 6.41**
4 x 6	$ 2.89	**$ 3.47**	$ 4.33	**$ 5.20**
5 x 8	$ 4.07	**$ 4.89**	$ 6.10	**$ 7.32**
5 x 10	$ 5.09	**$ 6.11**	$ 7.63	**$ 9.16**
5 x 12	$ 6.08	**$ 7.30**	$ 9.12	**$10.95**
6 x 10	$ 7.05	**$ 8.46**	$10.57	**$12.69**
6 x 12	$ 8.45	**$10.14**	$12.67	**$15.21**

SCRAPER SIZE	UNIT COST			
	Weekly		Bi-Weekly	
	Current Prices	**New Prices**	Current Prices	**New Prices**
3 x 5	$ 1.76	**$ 4.30**	$ 2.64	**$ 5.28**
4 x 6	$ 2.64	**$ 3.47**	$ 3.96	**$ 4.76**

Other sizes will be added per acceptable quote from the vendor.

Purchase Change Request

Marshall University
Office of Purchasing
One John Marshall Drive
Huntington, WV 25755-4100

Order #

MU14DRYCLEAN

FY	Buyer	Date	Account	P.O. Date	Contract
2015	VT	09/29/2014	Various	October 1, 2013	MU14DRYCLEAN

Document

- ☐ Requisition (Cancellation only)
- ☐ Regular Purchase Order
- ☐ Contract Purchase Order
- ☑ Open End Contract Purchase
- ☐ Agreement

Document Action

- ☐ Cancellation
- ☐ Increase/Decrease
- ☐ Unused Balance
- ☐ Freight
- ☑ Renewal
- ☐ Extension Error
- ☐ Error in Total Amount
- ☐ Change of Account
- ☐ Change of Vendor Name/Address
- ☐ Other

Vendor Name, Address, Phone #, etc. | Vendor Code

WV CLEANERS INC DBA WHITE WAY
1001 HAL GREER BLVD
HUNTINGTON WV 25701

Ph# 304-529-0171 Fax: FEIN# 55-0698452

BOG Unit Name & Address
Marshall University
Office of Purchasing
One John Marshall Drive
Huntington, WV 25755-4100

Item#	Quantity	Description of Change	Unit Price	Extended Price
		Change Order # 1 To renew contract MU14DRYCLEAN according to all terms, conditions, and specifications contained in the original contract including all authorized change orders. Prices are contained in the attached documentation. . **DRY CLEAN LAUNDRY SERVICES** Effective date: October 1, 2014 – September 30, 2015 Renewal No. 1 Renewal Remaining: 8		

Reason for Change: Contract renewal

Previous Total	$	OPEN END
Increase	$	
Decrease	$	
New Total	$	OPEN END

Approved: Virginia Turner 9/30
Authorized Signature Date

N/A
Attorney General **if** required Date

BOG 79

ATTACHMENT A: DRY CLEANING SERVICES

CLOTHING ITEMS	UNIT COST
Shirt	$ 2.13
Blouse	$ 6.50
Dress	$12.75
Slacks	$ 6.13
Skirts	$ 5.59
2 Piece Suit	$13.02
3 Piece Suit	$15.23
Sport Coat	$ 6.82
Jacket – Light	$ 8.25
Sweater	$ 6.37

HOUSEHOLD ITEMS	UNIT COST
Drapes pleats	$2.14 – 3.21 priced per
Bed Spreads	
Twin Size	$24.52
Full Size	$27.05
Queen Size	$31.03
King Size	$35.76

Other items will be added per acceptable quote from the vendor.
Amount of Commission: __10___%

ATTACHMENT B: MAT AND SCRAPER SERVICES

MAT SIZE	UNIT COST	
	Weekly	Bi-weekly
3 x 5	$1.76	$2.64
3 x 7	$2.64	$3.96
3 x 10	$3.56	$5.34
4 x 6	$2.89	$4.33
5 x 8	$4.07	$6.10
5 x 10	$5.09	$7.63
5 x 12	$6.08	$9.12
6 x 10	$7.05	$10.57
6 x 12	$8.45	$12.67

SCRAPER SIZE	UNIT COST	
	Weekly	Bi-weekly
3 X 5	$1.76	$2.64
4 X 6	$2.64	$3.96

Other sizes will be added per acceptable quote from the vendor.

Purchase Order	Marshall University Office of Purchasing Huntington WV, 25755-4100 One John Marshall Drive	Purchase Order # MU14DRYCLEAN

TO:	Vendor Code:	Ship to:	THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS PRESENTED ON THE REVERSE SIDE HEREOF AND AS SET FORTH HEREIN
WV CLEANERS INC dba WHITE WAY 1001 Hal Greer Blvd Huntington, WV 25701 FEIN: 55-0698452 PHONE: (304)529-0171		Site Room #	WVFIMS Account #: Various

P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	Contract #
10/1/2013	2014	VT		Dest.	NET 30	MU14DRYCLEAN

CONTRACT ACCEPTANCE

On behalf of the Governing Board, MARSHALL UNIVERSITY hereby accepts the quotation of

WV Cleaners Inc. dba White Way

signed by Robert J. Greene

Title Director of Business Development

On September 12, 2013

Approved As To Form this _____ day of _____, 20 ____.

Attorney General

By:

n/a

Asst. Attorney General

DRY CLEAN SERVICES
Effective October 1, 2013 through September 30, 2014
with nine (9) one-year optional renewals.

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

Total: Open-end

Mail Original Invoice and 1 Copy to:
Marshall University Accounts Payable
One John Marshall Drive
Huntington, WV 25755-4300

Stephanie CDL 9/20/13
Authorized Signature Date

BOG 35

TERMS AND CONDITIONS

Revised 3/20/96

1. ACCEPTANCE: Seller shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Seller are objected to and are hereby rejected, unless otherwise provided for in writing by the Buyer and approved by the Attorney General.

2. APPLICABLE LAW: The laws of the State of West Virginia and the Procedural Rules of the Governing Board having jurisdiction shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.

3. ASSIGNMENT: Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Seller without the Buyer's consent.

4. BUYER: For the purposes of these Terms and Conditions, the "Buyer" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Seller.

5. CANCELLATION: The Buyer may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.

6. COMPLIANCE: Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the W. Va. Division of Labor, if applicable.

7. DELIVERY: For exceptions to the delivery date as specified in the Order, the Seller shall give prior notification and obtain the approval of the Buyer. Time is of the essence of this Order and it is subject to termination by the Buyer for failure to deliver on time.

8. DISPUTES: Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.

9. HOLD HARMLESS: The Buyer will not agree to hold the Seller or any other party harmless because such agreement is not consistent with state law.

10. MODIFICATIONS: This writing is the parties final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Buyer.

11. NON-FUNDING: All services performed or goods delivered under this Purchase Order/Contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.

12. ORDER NUMBERS: Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and correspondence.

13. PAYMENTS AND INTEREST ON LATE PAYMENTS: Payments may only be made after the delivery of goods or services, Interest may be paid on late payments in accordance with the West Virginia Code.

14. RENEWAL: The Contract may be renewed only upon mutual written agreement of the parties.

15. REJECTION: All goods or materials purchased herein are subject to approval of the Buyer. Any rejection of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, whether held by the Buyer or returned to the Seller, will be at the Seller's risk and expense.

16. SELLER: For the purposes of these Terms and Conditions, the "Seller" means the vendor whose quotation, bid, proposal or expression of interest has been accepted and has received a lawfully issued Purchase Order from the Buyer.

17. SHIPPING, PACKING, BILLING & PRICING: Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Buyer.

18. TAXES: The State of West Virginia (the Buyer) is exempt from Federal and State taxes and will not pay or reimburse such taxes.

19. TERMINATION: In the event of a breach by the Seller of any of the provisions of this contract, the Buyer reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Seller. The Seller shall be liable for damages suffered by the Buyer resulting from the Seller's breach of contract.

20. WARRANTY: The Seller expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.

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ATTACHMENT A: DRY CLEANING SERVICES

CLOTHING ITEMS	UNIT COST
Shirt	$ 2.13
Blouse	$ 6.50
Dress	$12.75
Slacks	$ 6.13
Skirts	$ 5.59
2 Piece Suit	$13.02
3 Piece Suit	$15.23
Sport Coat	$ 6.82
Jacket – Light	$ 8.25
Sweater	$ 6.37

HOUSEHOLD ITEMS	UNIT COST
Drapes	$2.14 – 3.21 priced per pleats
Bed Spreads	
Twin Size	$24.52
Full Size	$27.05
Queen Size	$31.03
King Size	$35.76

Other items will be added per acceptable quote from the vendor.

Amount of Commission: 10 %

ATTACHMENT B: MAT AND SCRAPER SERVICES

MAT SIZE	UNIT COST	
	Weekly	Bi-weekly
3 x 5	$1.76	$2.64
3 x 7	$2.64	$3.96
3 x 10	$3.56	$5.34
4 x 6	$2.89	$4.33
5 x 8	$4.07	$6.10
5 x 10	$5.09	$7.63
5 x 12	$6.08	$9.12
6 x 10	$7.05	$10.57
6 x 12	$8.45	$12.67

SCRAPER SIZE	UNIT COST	
	Weekly	Bi-weekly
3 X 5	$1.76	$2.64
4 X 6	$2.64	$3.96

Other sizes will be added per acceptable quote from the vendor.

TERMS AND CONDITIONS

1. SCOPE OF SERVICES

A. To provide pick-up and delivery service daily, Monday through Friday. The pick-up and delivery schedule will be as follows:

Pick-Up	Return
Monday	Tuesday
Tuesday	Wednesday
Wednesday	Thursday
Thursday	Friday
Friday	Monday

B. The vendor shall provide laundry bags for placement of soiled clothing.

C. Dry cleaning invoices are to be provided. All items will be listed on the invoice with an individual claim number.

D. **Advertisement**
Vendor shall provide posters, signs and other means of advertisement for display to market and promote services, seasonal specials, etc.

E. The vendor shall provide prices for the following items*: Prices are listed on page 2.

Shirt	Dress
3 piece suit	Blouse
2 piece suit	Sport Coat
Slacks	Drapes
Jacket – Light	Bed Spread
Sweater	

*Additional items may be added as agreed between the Vendor and University.

F. The vendor shall provide weekly rates and bi-weekly rates for mat and scraper service for the following: Prices are listed on page 3.

3 x 5 Mat	5 x 12 Mat
3 x 10 Mat	6 x 10 Mat
4 x 6 Mat	6 x 12 Mat
5 x 8 Mat	3 x 5 Scraper Mat
5 x 10 Mat	4 x 6 Scraper Mat

1.E.1 Soiled mats are to be removed and replaced with clean mats.
1.E.2 Pickup and replacement service are to be provided at site.
1.E.3 Mats' type/color are Plain/Black, Plain/Green, and Logo/Green

*Additional items may be added as agreed between the Vendor and University.

G. The vendor shall describe any alteration and repair services. In addition, the vendor shall describe any seasonal pricing, storage "specials" or other special services.

H. The University will provide hanging space for the dry cleaning substation at the Information Desk of the Memorial Student Center and labor will be provided by the Memorial Student Center staff.

2. LIABILITY

A. All claims must be handled within a five (5) day work week, Monday through Friday.

B. All re-runs (spots, stains, etc.) will be returned at no charge within two (2) days.

C. The vendor will stand good and be responsible for replacing all items lost, misplaced, damaged or destroyed. The University will not be held responsible for any claims relative to the loss, damage or destruction of goods in the possession of the vendor.

D. Marshall University will not be responsible or assume liability for collecting bad debts from Marshall University students, faculty or staff.

E. The vendor shall provide all vehicles to provide this service and obtain all necessary licenses and/or permits required.

4. TERMS OF AGREEMENT

A. The contract shall be administered by the Memorial Student Center. The contract shall be effective on October 1st, 2013 and shall run for (1) year from the date, with option of the University and agreement of the vendor, to renew for nine (9) additional one-year periods. If after the initial contract year, parties upon mutual agreement desire to adjust terms or commissions, aforesaid will be permitted with proposals in writing for approval by the University.

B. Commission

i. The vendor shall provide a commission rate based on monthly dry cleaning sales.

ii. Payment shall be made bi-annually along with documented records substantiating the commission.

C. Insurance

The vendor shall procure and maintain for the duration of the agreement policies with companies satisfactory to University standards.

D. Laws and Taxes

Vendor shall comply with all local, state and federal laws and to conform to general University and State of West Virginia business policies and practices where said policies and practices may affect the services provided.

E. Conduct

The vendor or its employees shall not permit use of the Marshall University facilities for any purpose other than the services provided for the University community.

F. Subletting

Vendor shall not transfer the services specified herein without written consent of the University.

WV-96
Rev. 9/11

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.

2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.

3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.

4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.

5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.

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

7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.

8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.

9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.

10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.

11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.

12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.

13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.

14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.

15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.

16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.

17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.

18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.

19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.

20. **CONFIDENTIALITY** -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.

21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: Marshall University
Signed: [illegible]
Title: Director of Purchasing
Date: 9/18/13

VENDOR

Company Name: White Way - WV Cleaners
Signed: [illegible]
Title: Director of Business Development
Date: 10 Sept 2013

LIFE OF CONTRACT PAGE

LIFE OF CONTRACT: This contract becomes effective on October 1, 2013 and extends for a period of **one (1) year** 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 nine (9) successive one (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.

Request for Bids	**Marshall University** **Office of Purchasing** **One John Marshall Drive** **Huntington, WV 25755-4100** **Direct all inquiries regarding this order to: (304) 696-2820**	**Bid #** MU14DRYCLEAN

Vendor:

Phone:

FEIN/SSN:

Fax:

For information call:

Purchasing Agent:
Virginia M. Campbell-Turner
Phone: (304)696-2820
campbell@marshall.edu

Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, THE BID WILL BE SUBMITTED ON THIS FORM IN ORIGINAL AND (1) COPY, SIGNED IN FULL IN INK, AND RECEIVED IN THE OFFICE OF PURCHASING TO HAVE A DATE/TIME STAMP AFFIXED, ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. Prices will be based on units specified. Bidders will enter the delivery date or time for each item contained herein. The Institution reserves the right to accept or reject bids on each Item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS PRINTED ON THE REVERSE SIDE HEREOF AND AS SET FORTH HEREIN.

DATE August 21, 2013	DELIVERY IS REQUIRED NO LATER THAN	**DEPARTMENT REQUISITION NO.**	**BIDS OPEN:** **3:00 p.m. on** **Sept. 13, 2013**	**BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID**

Item #	Quantity	Description	Unit Price	Extended Price
		REQUEST FOR BID Marshall University will accept bids for the following services until 3:00 PM on September 13, 2013. At that time, sealed bids will be opened and read aloud in Room 125, Old Main Building, Marshall University, Huntington, WV. Open-end Contract For Dry Cleaning Services Open-end contract is for (1) year with nine (9) optional renewals.		
			Total	

To the Office of Purchasing,
In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from White Way within 30 days

FOB After receipt of order at address shown

Terms 30 days

ORIGINAL

BOG 43
MU Rev. 05/08/07

Bidder's name Vendor WV Cleaners Inc / Dba White Way

Signed By

Typed Name Robert J. Greene

Title Director of Business Development

Street Address 1001 Hal Greer Blvd

City/State/Zip Huntington, WV 25701

Date 9-12-13 Phone 304-523-0171

Fein 55-0698452

RFQ No. MU14DRYCLEAN

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: White Way - WV Cleaners

Authorized Signature: [signature] Date: 12 September 2013

State of West Virginia

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 12 day of September, 2013.

My Commission expires March 19, 2023

AFFIX SEAL HERE

NOTARY PUBLIC Trish L Shepherd

OFFICIAL SEAL
Notary Public, State of West Virginia
TRISH L SHEPHERD
Hilliard Lyons
300 Tenth Street
Huntington, WV 25701
My commission expires March 19, 2023

Purchasing Affidavit (Revised 07/01/2012)