Purchase Order

Marshall University
Office of Purchasing
One John Marshall Drive
Huntington WV, 25755-4100
Direct all inquiries regarding this order to: (304) 696-2820

Purchase Order # MU16WINDOWS

TO:

The Descenders Window Cleaning
81 Snyders Lane
Martinsburg, WV 25405

FEIN: 30-0158975 PHONE: 304/285-8634

Vendor Code:

Ship to: JOBSITE

Room # N/A

THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN

WVFIMS Account #:

P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	Contract #
4/8/16	2016	VT			Net 30	

CONTRACT ACCEPTANCE

On behalf of the Governing Board, MARSHALL UNIVERSITY hereby accepts the quotation of Peele, Inc./The Descenders Window Cleaning

signed by Barbara A Peele

Title President

on March 15, 2016

Approved as to form this_____day of_____, 2015
Patrick Morrisey, Attorney General

By: N/A
Chief Counsel

Open-end Contract for Window Cleaning
Effective April 08, 2016 through April 07, 2017
with the option to renew annually for four (4) additional years

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

Line No.	Fund	Org.	Account	Encumber Amount
1.				
2.				
3.				
4.				

Total: Open-end

Mail Original Invoice and 1 Copy to:
Marshall University Accounts Payable
One John Marshall Drive Huntington,
WV 25755-4500

Stephanie [illegible] 4-25-16
Authorized Signature Date

A. COST PER BUILDING 3
B. FREQUENCY PER BUILDING 5
I Housing & Residential Life HRL 5
II Auxiliary Services – Memorial Student Center (MSC) 5
III MCR Building, ... 6
IV Forensic Science Building 6
V Athletics 6
C. TERMS AND CONDITIONS 7
D. CONTRACTOR'S OBLIGATION 10
E. MISCELLANEOUS 12
F. AGREEMENT ADDENDUM 13
G. LIFE OF CONTRACT PAGE 14
H. RFB INCLUDED BY REFERENCE 15
I. ATTACHMENTS 16
Purchasing Affidavit 16
Drug Free Workplace Conformance Affidavit 17

A. COST PER BUILDING

Section I Department of Housing and Residential Life

Item#	Description	U/M	Outside	Inside	Total
1	TT East	Per Cleaning	$1,794.00	$628.00	$2,422.00
2	TTE Spandrel	Per Cleaning	$718.00	$317.00	$1,035.00
3	TT West	Per Cleaning	$1,794.00	$628.00	$2,422.00
4	TT West Spandrel	Per Cleaning	$718.00	$317.00	$1,035.00
5	TT First Floor	Per Cleaning	$255.00	$125.00	$380.00
6	TT Market Place	Per Cleaning	$60.00	$30.00	$90.00
7	Holderby Hall	Per Cleaning	$4,226.00	$1,480.00	$5,706.00
8	Housing & Residential Life Office	Per Cleaning	$790.00	$390.00	$1,180.00
9	Buskirk Hall	Per Cleaning	$1,830.00	$680.00	$2,510.00
10	Gibson Hall	Per Cleaning	$1,355.00	$480.00	$1,835.00
11	Willis Hall	Per Cleaning	$1,350.00	$480.00	$1,830.00
12	Wellman Hall	Per Cleaning	$1,355.00	$480.00	$1,835.00
13	Haymaker Hall	Per Cleaning	$1,350.00	$480.00	$1,830.00
14	Harless Dining Hall	Per Cleaning	$694.00	$335.00	$1,029.00

Section II Auxiliary Services – Memorial Student Center (MSC)

Item#	Description	U/M	Outside	Inside	Total
15	Student Center Offices	Per Cleaning	$1,150.00	$515.00	$1,655.00
16	Student Center Cafeteria	Per Cleaning	$100.00	$47.00	$147.00
17	Student Center Balconies	Per Cleaning	$160.00	$80.00	$240.00
	Student Center Entrances	Per Cleaning	$100.00	$47.00	$147.00
19	Student Center Solarium	Per Cleaning	$250.00	$100.00	$350.00
20	Student Center 2nd Floor West Stairwell Area	Per Cleaning	$150.00	$75.00	$225.00
21	John Marshall Dining Room	Per Cleaning	$160.00	$80.00	$240.00
22	Bookstore Vestibule	Per Cleaning	$698.00	$292.00	$990.00
23	Bookstore Main Area	Per Cleaning	$235.00	$96.00	$331.00
24	Bookstore Outside Area	Per Cleaning	$98.00	-	$98.00

Section III Joan C. Edwards School of Medicine (JCESOM)

Item#	Description	U/M	Outside	Inside	Total
25	MCR Building Exterior Windows	Per Cleaning	$2,796.00		$2,796.00
26	MCR Building Skylights	Per Cleaning	$395.00		$395.00
27	Erma Ora Byrd Clinical Center	Per Cleaning	$2,795.00	$1,395.00	$4,190.00

Section IV Forensic Science Building

Item#	Description	U/M	Outside	Inside	Total
28	Forensic Science Center	Per Cleaning	$790.00	$387.00	$1,177.00

Section V Athletics

Item#	Description	U/M	Outside	Inside	Total
29	Stadium	Per Cleaning	$6,805.00		$6,805.00
30	Shewey Facilities Building	Per Cleaning	$1,197.00	$993.00	$2,190.00

Additional Services

Item#	Description	U/M	Hourly	Premium
31	Clean Oxidized Window Frames	Per Cleaning	$36.91	$44.29
32	Clean Power Vent Protrusions	Per Cleaning	$36.91	$44.29
33	Remove/Clean/Re-Install Full Sized Screens	Per Cleaning	$4.00	-
34	Construction Cleanup	Per Cleaning	$59.05	$59.05
35	Caulk, Expansion Joint Repair, Mortar Work, Sealants, Glazing, Brush and Paint Rusted Vents	Per Cleaning	$59.05	$59.05
36	Pressure Wash	Per Cleaning	$59.05	$59.05
37	On Call Service Cleaning	Per Cleaning	$36.91	$44.29
38	Window Cleaning Per Quote Basis (Attach Quote)	As Quoted	As Quoted	As Quoted

B. FREQUENCY PER BUILDING

Buildings included in this contract or added at a later date will be paid for by the respective departments/sections. Invoicing per building will be submitted for payment only after an approval slip has been signed.

I Housing & Residential Life HRL

Frequency: Most cleanings in the Residence Halls will be scheduled during summer (May through August); Thanksgiving week; mid-December through mid-January and during spring normally in March, although cleanings can be scheduled at any time, any response time by the Contractor may be requested for special/emergency situations.

Contact – Pierre Divers or designee (304) 696-6779
Contractor must notify the building contact at least 48 hours before cleaning begins to allow time to alert tenants of the affected building.

The HRL is responsible for the following buildings:

1. Twin Towers East and West
2. Holderby
3. Buskirk
4. Gibson
5. Willis
6. Wellman
7. Haymaker
8. Harless

Buildings and detailed building areas are listed as item 1 – 14.

The HRL may assign a key to the contractor for designated entrances in the Residence Halls. This key must be checked out and returned each work day. These keys are the responsibility of the contractor. Any lost keys must be reported immediately. Any re-keying expenses necessary due to the Contractor losing keys will be paid by the Contractor.

II Auxiliary Services – Memorial Student Center (MSC)

Frequency: as needed
Contact – William Carter (304) 696-2528

The MSC is responsible for the following areas

1. Memorial Student Center
2. Student Center Cafeteria
3. John Marshall Dining Room
4. Follett Bookstore

Detailed building areas are listed as item 15 – 24.

The dividing point between the Bookstore and the Memorial Student Center for payment purposes is the outside light fixture to the right of the stairwell facing 5th Avenue.

III MCR Building.
Frequency: Two cleanings per year, one in March, and one in September
Contact - Rusty Dobbins or designee (304) 691-1613

Contractor shall clean all exterior windows including three skylights on the roof of the Marshall University Medical Center Complex located at:

Marshall University School of Medicine
University Physicians Center/Center for Rural Health
1600 Medical Center Drive
Huntington, WV 25701

The Joan C. Edwards School of Medicine (Medical Center), Erma Ora Byrd Clinical Center Buildings are listed as item 25 – 27.

IV Forensic Science Building
Frequency: Two cleanings per year one in March and one in September Contact – Jan Weece (304) 691-8957
Contractor shall clean the exterior and interior windows of the Marshall University Forensic Science Building located at:

Marshall University Forensic Science Center
1401 Forensic Science Drive
Huntington, WV 25701

Building is listed as item 28.

Security Clearances: Areas of this building must remain secure. The successful Contractor must be cleared to enter the building. The Contractor will provide names of all persons who are scheduled to work on any project. Once contractor employee(s) arrives at the job site, they must sign in at the project office and sign out when work is completed.

V Athletics
Frequency: Once per year, during mid-August
Contact: Scott Morehouse (304) 696-6022

Stadium
Shewey Facilities Building

Buildings are listed as item 29 and 30

Clean Lot Side of Stadium Windows - 80ft Boom and bucket truck
Clean Facilities Windows – outside slanted glass roof area
Clean WP level windows
Clean PB level windows
Clean SD level windows

C. TERMS AND CONDITIONS

1. Contractor agrees to provide all labor, material, supplies and equipment needed for window cleaning services for all buildings listed. Contractor will clean windows from ground to roof elevation. Contractor will clean all window sills and frames when glass is cleaned.

2. Contractor agrees to provide special services to include cleaning oxidized window frames; cleaning power vent protrusions, construction clean up on window cleaning; fix and/or make on site repairs such as caulking, expansion joints, mortar work, glazing, sealants, brush and paint rusted vents, and pressure washing. Contractor must provide an hourly rate for these services. The contractor will inform the owner of needed materials (caulk, glazing, etc.) to perform these services. The successful contractor must be able to provide these services with qualified, experienced personnel familiar with these types of repairs.

3. Contractor agrees to diligently perform the requirements of this contract without undue delay. Once the service has started on any or all items of window cleaning, the Contractor must continue to perform said service until said item or items have been satisfactorily completed. The University will not tolerate changes in the Contractor's schedule or what the University may determine as unreasonable or feasible excuses that would unnecessarily delay the completion of the services contracted to perform.

4. University business hours are 8am – 5pm. It is anticipated that all work will be performed between 7am – 5pm on working days; however, some work may be performed during weekend and/or holiday hours due to student occupancy.

5. Contractor will provide all taxes, permits, fees, and furnish all licenses, worker's compensation, and company's liability insurance necessary to render the University free and harmless form services performed under this contract. .

6. Contractor shall comply with all Life Safety codes to protect the well-being of the tenants. A list of all material used in providing this service will be submitted to the owner before commencement of work, including copies of any applicable MSDS sheets.

7. All commodities and/or service shall satisfactorily comply with applicable OSHA regulations in effect at the time commodities are shipped and/or the service is performed

8. Contractor is responsible for all damages incurred as a result of these services. Any furniture, fixtures, equipment or roofing system damaged by employee of contractor will be fully replaced or repaired at the contractor's expense.

9. Contractor will keep adjacent areas of the property free from rubbish and accumulation of waste materials.

10. The Contractor must avoid interference with activities carried on in the offices where windows are being washed.

11. Contractor is responsible for damage caused by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on the University's property by the contractor.

12. Contractor shall be responsible for cleaning any spills or drips of water used in cleaning windows and shall avoid staining of any interior and/or exterior surfaces. The use of floor pads and/or sill pads to place the buckets and other cleaning equipment when cleaning windows and glass inside of the building shall be required to control spillage. Stain damage or other damage resulting from Contractor's performance of the work shall be repaired immediately by the Contractor or the damage will be repaired by the University at the Contractor's expense, if the Contractor fails to remedy such damage promptly.

13. Squeegees shall not be longer than the width of the window or glass being washed. Squeegees, brushes, and other equipment used for cleaning windows above the first floor level shall be attached to the window cleaners' persons or the window cleaning hoist either by a strong rope or a chain to prevent the articles from falling and injuring someone, or damaging property.

14. The Contractor shall take all necessary precautions for the safety of the University's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary facility safeguards for the protection of the Contractor's employees and the general public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

15. The Contractor shall, when operating any window cleaning hoist, rope off or barricade the area directly below the window cleaning operations. All work areas must be barricaded to protect tenants.

16. The Contractor must make certain that safety equipment has been inspected and is functioning properly.

17. No one shall be allowed to work at window and glass cleaning without first being properly trained.

18. Smoking is prohibited while cleaning windows and glass

19. Acids of any kind, or in any solution, shall not be used for windows or glass cleanings.

20. The Contractor shall use its best effort to clean all exposed glass of windows partially blocked by furniture. The Contractor shall not clean any windows with personal items on the window sills. Walking or stepping on furniture or shelving is strictly prohibited; however any "loose" furniture (office chairs, trash receptacles, etc.) may be moved.

21. Contractor's lead or supervisor must remain on site during cleanings. The owner's designated contact at each facility may, but is not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk or loss for injuries or damage sustained as a result of a violation of these safety articles from CONTRACTOR to OWNER.

22. The Contractor shall report observed damages to windows or frames to the University contact or designee prior to cleaning. Failure to report such damage before cleaning may result in the Contractor being held responsible for the damage.

23. Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at each facility. No window cleaning work shall be performed when weather conditions such as rain, high winds, or ice etc., are such that they add to the hazards of the operation.

24. The Contractor shall give a minimum five (5)-days' notice to the University's Building Contact Person or its designee whenever the building is scheduled for window cleaning.

25. Contractor is required to submit an approval slip upon completion of each building to be signed by the owner or designee.

26. Professional workmanship must meet or exceed industry standards. The Contractor will be held responsible for satisfactory work in accordance with the intent of these specifications. The owner or designated representative will be responsible for evaluating the quality of services provided under this contract. The owner reserves the right to make such inspections as and when deemed necessary to determine whether or not the requirements of the contract are being fulfilled. If the standards specified are not being satisfactorily completed, the owner may immediately demand that the Contractor meet these requirements. If the Contractor fails to comply with such demands within a reasonable amount of time, the owner may, by fifteen days written notice to the Contractor, terminate his right to proceed further with the work and cancel this contract. In such an event, the owner may take over the work and pursue it to completion, by contract or otherwise, and the Contractor and his sureties will be liable to the owner for any excess cost incurred by the owner thereby.

27. A purchase order will be provided as authorization to begin work.

28. Other University buildings can be added at any time. Structures will be quoted on a per building basis after a site visitation is made. A written quotation will be provided for consideration to procure services. All buildings requiring access to the roof will be added to the contractor's insurance policy as "additionally insured".

29. The Contract award may be split between Contractors for the various sections, if deemed in the best interest of the University.

30. The contract term is April 8, 2016 through April 7, 2017 with four (4) optional annual renewals.

31. Contract prices can be negotiated sixty (60) days prior to contract expiration.

D. CONTRACTOR'S OBLIGATION

1. **Contractor's License:** Contractor affirms that all statements, attestations and information provided by Contractor are true and correct, including that the work covered by this Agreement is within its scope of license to conduct contracting services in the State of West Virginia; the Contract License Number is in good standing and in compliance with the laws of the State of West Virginia issued in the exact name of the contractor listed in the caption of this Agreement; the Contractor has not allowed any person or business to use its contractors license; and that the Contractor has no outstanding judgments or active complaints by any individual, entity, or the State of West Virginia or any agency thereof.

2. **Changes in Scope**: The Contractor shall not increase or decrease the scope of work covered by this Agreement without the prior written consent of the Owner. All such changes shall be documented by issuance of a Change Order to the Agreement.

3. **Subcontracting:** The Contractor may subcontract such portions of the work as is customary in the carrying out of similar work, with the written approval of Owner. No subcontract shall relieve the Contractor of any of its obligations under this Agreement or impose any liability upon the Owner.

4. **Hazardous Materials/Substances:** Contractor shall identify material containing any hazardous substance by name, and all products/materials used pursuant to this Agreement shall be new and contain less than 1% asbestos.

5. **Specifications Drawings and Other Documents:** All specifications, drawings, and Other documents provided by the Owner in connection with or arising out of this Agreement shall be used by the Contractor solely for the purpose of carrying out the work and for no other purpose and shall remain the property of or become the property of the Owner and be returned to the Owner upon request.

6. **Conduct Quality and Inspection of Work**: The Contractor agrees to carry out the work diligently and to provide efficient supervision and inspection thereof. Contractor warrants that the work is of good quality and workmanship; is in full conformity with any specifications, drawings, models or samples; exceeds or meets Owner standards; and is fit for the purpose intended by Owner. All services or materials not conforming to Owner's requirements, including unauthorized substitutions, shall be considered defective and Contractor shall promptly correct such defective services or replace such defective materials at Contractor's sole expense. No payment for or acceptance of materials or services by Owner shall constitute a waiver of any of the foregoing, nor shall anything herein contained be construed to exclude or limit any warranties implied by law.

7. **Compliance**: The Contractor, subcontractor, and other persons performing work pursuant to this Agreement shall be in compliance with all federal, state, and local laws, rules, regulations, and ordinances including, but not limited to, contractor licensing, prevailing wage rates, and workers compensation. Contractor shall indemnify and hold harmless Owner for failure to comply with this Section.
    a. Workman's Compensation - The contractor shall comply with all rules and regulations of the West Virginia Worker's Compensation Commission.

8. **Health and Safety**: Contractor acknowledges that it has a primary duty to prevent on the job accidents and to protect the health and safety of its employees, and that Owner bears no duty or legal responsibility to supervise Contractor's personnel.

9. **Insurance**: All Contractors, subcontractors, or other persons performing construction services shall purchase and maintain for the duration of the work hereunder insurance coverage in such amounts as may be required by Owner, but in any event no less than $250,000 in Commercial General Liability coverage. The Certificate of Coverage shall be signed by an authorized agent, shall list the Owner as additional insured, and shall provide for at least thirty (30) days prior written notice of cancellation to the Owner. Proof of insurance must be attached to this Agreement upon execution.
10. **Indemnification:** Contractor agrees to hold harmless Owner, its Board of Governors, officers, agents and employees from, and to defend it against, any and all claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials or services which are furnished by the Contractor under this Agreement.

11. **Warranties**: Contractor shall honor, and/or shall assign to Owner, any commercial guarantees and warranties offered by the manufacturer. Contractor warrants that all construction work will be free from defects not inherent in the quality required or permitted; and that the Work will conform to the requirements of this Agreement. Without restricting any other term of the Agreement or any condition, warranty, or provision implied or imposed by law, Contractor shall, if requested by the Owner within twelve months from date of delivery, repair or replace at its own expense any work or any material which becomes defective or fails to conform to the Agreement requirements.

12. **Liens or Claims**: Contractor warrants the equipment and/or materials furnished under this Agreement are unencumbered and not subject to any lien or claim.

13. **Cleanup:** Contractor shall remove and dispose of all materials and other debris from the work site and shall dispose of such materials pursuant to all applicable federal, state, and local laws, regulations and ordinances. Contractor shall indemnify and hold harmless Owner for failure to comply with this Section.

E. MISCELLANEOUS

1. **Waiver**: The waiver of any breach of this Agreement by Owner shall not constitute a waiver of any subsequent breach, nor shall any payment for goods delivered, services or construction performed constitute such waiver.

2. **Assignment:** This Agreement, including the right to receive payment, is not transferable or otherwise assignable without the express prior written consent of Owner.

3. **Time of Essence:** Time shall be deemed to be of the essence of this Agreement.

4. **Force Majeure**: Contractor or Owner may delay delivery or acceptance occasioned by causes beyond Contractor's or Owner's reasonable control. If such delay exists beyond a period of five (5) working days, Owner, at its own option, shall have the right to: (a) terminate the Agreement, in whole or in part, (b) suspend the Agreement for the duration of the delaying cause, (c) resume performance under the Agreement once the delaying cause ceases, or (d) extend the effective dates up to the length of time the contingency endured, all without liability to the Contractor.

5. **Termination, Delays and Excused Performance:** Owner may by written notice terminate this Agreement for convenience, in whole or in part, at any time. Owner shall pay Contractor for work completed, delivered and accepted prior to termination. Owner may terminate the Agreement, in whole or in part, due to Contractor's default; in such event, Contractor shall be liable for any damages incurred by Owner that are a consequence of such breach. If a delay is determined to have been caused by Owner, the time for performance and the price of the Agreement may be subject to adjustment.
6. **Disputes:** Any dispute concerning this Agreement shall be submitted by the Contractor to the West Virginia Court of Claims, and may be filed by Owner in any court having proper jurisdiction.

7. **Applicable Law:** The laws of the State of West Virginia and the Procedural Rules of the Marshall University Board of Governors shall govern this Agreement.

8. **Non-Funding:** All services performed or goods delivered under this Agreement are contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available, this Agreement becomes void and of no effect after June 30.

9. **Independent Contractor:** Neither Contractor nor any personnel of Contractor will for any purpose be considered employees or agents of Owner. Contractor assumes full responsibility for the actions of Contractor's personnel, and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.

This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior agreement or understanding will be effective.

F. AGREEMENT ADDENDUM

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: Stephanie Gale

Title: Director of Purchasing

Date: April 22, 2016

VENDOR

Peele, Inc. d.b.a.

Company Name: The Descenders Window Cleaning

Signed: Barbara H Peele

Title: President, Peele, Inc.

Date: March 15, 2016

G. LIFE OF CONTRACT PAGE

LIFE OF CONTRACT: This contract becomes effective on **April 8, 2016** 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 four (4) 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.

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: Should this contract include a provision for interest on late payments, the agency agrees to pay the maximum legal rate under West Virginia Law. All other references to interest charges are deleted.

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.

H. RFB INCLUDED BY REFERENCE

Request for Bids	**Marshall University** **Office of Purchasing** **One John Marshall Drive** **Huntington, WV 25755-4100** **Direct all inquiries regarding this order to: (304) 696-2828**	**Bid #** MU16WINDOWS

Vendor: The Descenders Window Cleaning
Phone: 304-285-8634
FEIN/SSN: 30-0158975 **Fax:** 866-746-5774

For information call:
Purchasing Agent:
Virginia Campbell-Turner
Phone: (304) 696-2822

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 IN BONFIRE, SIGNED, AND RECEIVED 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. Feb. 1, 2016	DELIVERY IS REQUIRED NO LATER THAN	**DEPARTMENT REQUISITION NO.**	**BIDS OPEN: 3:00 p.m. on 3/15/16**	**BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID**

Item #	Quantity	Description	Unit Price	Extended Price
		REQUEST FOR BIDS Marshall University will accept bids for the following services until 3:00 p.m. on 3/15/16. At that time, sealed bids will be opened and read aloud in Room 125, Old Main Building. Window Cleaning Contract Effective March 25, 2016 through March 24, 2017 with the option to renew annually for 4 additional years		
			Total	

1

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

Bidder guarantees shipment from _____ within _____ days

FOB After receipt of order at address shown

Terms _____

Bidder's name Vendor The Descenders Window Cleaning

Signed By Barbara A Peele

Typed Name Barbara A. Peele

Title President - Peele, Inc.

Street Address 81 Snyders Lane

City/State/Zip Martinsburg, WV 25405

Date MARCH 15, 2016 Phone 304-285-8634

Fein 30-0158975

BOG 43
MU Rev. 05/08/07

WV-73
Approved / Revised 08/01/15

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

STATE OF WEST VIRGINIA,

COUNTY OF Berkeley, **TO-WIT:**

I, Barbara A. Peele, after being first duly sworn, depose and state as follows:

1. I am an employee of Peele, Inc (Company Name); and,

2. I do hereby attest that Peele, Inc (Company Name)

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

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

Printed Name: Barbara A. Peele

Signature: Barbara A Peele

Title: President

Company Name: Peele, Inc

Date: March 15, 2016

Taken, subscribed and sworn to before me this 15 day of March, 2016.

By Commission expires September 5, 2023

(Seal)

OFFICIAL SEAL
BOYCE B PEELE
Notary Public
State of West Virginia
My Commission Expires
September 05, 2023
PO Box 1923
Martinsburg, WV 25402-1923

(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

Rev. August 1, 2015

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: Peele, Inc d.b.a. The Descenders Window Cleaning

Authorized Signature: Barbara J Peele Date: 3-15-16

State of West Virginia

County of Berkeley, to-wit:

Taken, subscribed, and sworn to before me this 15 day of March, 2016.

My Commission expires September 5, 2023.

AFFIX SEAL HERE

NOTARY PUBLIC

OFFICIAL SEAL
BOYCE B PEELE
Notary Public
State of West Virginia
My Commission Expires
September 05, 2023
PO Box 1923
Martinsburg, WV 25402-1923