

Request for Bids	 <p style="text-align: center;"><b>Marshall University</b> Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2823</p>	<b>Bid #</b>  MU17ELECTRIC
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<b>Vendor:</b>  <b>FEIN/SSN:</b>	<b>Phone:</b> <b>Fax:</b>	<b>For information call:</b> <b>Purchasing Contact:</b> Jill Burcham <b>Phone:</b> (304) 696-2823 <a href="mailto:burcham@marshall.edu">burcham@marshall.edu</a> and <a href="mailto:purchasing@marshall.edu">purchasing@marshall.edu</a>
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Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, 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 OR RECEIVED IN THE BONFIRE PORTAL. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for items 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 SET FORTH HEREIN.

<b>DATE</b> 04/18/2016	<b>MANDATORY PRE-BID MEETING</b> (pg.7) 05/10/16 @ 10 a.m.	<b>DEPARTMENT REQUISITION NO.</b> MU17ELECTRIC	<b>BIDS OPEN:</b> 05/24/2016	<b>BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID</b>
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Item #	Quantity	Description	Unit Price	Extended Price
<p><b>CONTRACT INVITATION TO BID</b></p> <p>The Governing Board, on behalf of Marshall University, invites sealed bids for an Open End Contract for Electrical Contractor Services</p> <p><b>ELECTRICAL CONTRACTOR SERVICES (labor)</b> Open End Contract with (4) four optional annual renewals</p> <p>All bids must be submitted in accordance with the bidding documents issued by Marshall University Physical Plant Department and the Request for Bids issued by the Marshall University Office of Purchasing, 304-696-2823.</p>				

**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 _____ within _____ days	Bidder's name Vendor _____
FOB _____ After receipt of order at address shown	Signed By _____
Terms _____	Typed Name _____
	Title _____
	Street Address _____
	City/State/Zip _____
	Date _____ Phone _____
	Fein _____

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### **SCOPE OF WORK**

The Service Provider will perform electrical work to include repair, maintenance, and new installation at various facilities. The contractor may occasionally perform non-emergency work on weekends and outside normal business hours of 8:00 am to 5:00 pm, Monday through Friday. The University expects quality work that meets or exceeds minimum industry standards. Services will be requested through issuance of purchase orders. There is no guaranteed minimum amount of services to be ordered. No order exceeding \$100,000 will be issued. The University reserves the right to supply any or all materials.

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.

Scope of Services include the following:

1. Install ½ and ¾ inch conduit.
2. Install 2x4 lay in lights.
3. Install 8', 10', and 12' Pole Lights.
4. Trouble shoot and repair electrical side of HVAC systems.
5. Trouble shoot and repair motor control centers and variable speed drives.
6. Emergency power restoration.
7. Install or repair electrical circuits.
8. Trouble shoot and repair handicap door openers.
9. Trouble shoot and repair or install uninterrupter power supplies.
10. Trouble shoot and repair generator switch gear.
11. Trouble shoot repair, or replace transformers.
12. Trouble shoot repair or replace pump controls, floats and pumps.

Show the contractor's years of experience in commercial electrical construction and commercial repair. \_\_\_\_\_

For personnel who will be assigned to perform the work, provide proof of qualifications, to include but not limited to: copies of professional licenses, school certificates, letters of reference, driver's license, etc.

Provide evidence of having adequate and sufficient equipment to perform quality services.

Pricing, as requested.

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All bids must be signed in the original by the bidder's representative.

Requests for bids may be canceled prior to the opening of bids as determined in writing by the Director, Office of Purchasing.

All vendors submitting bids must have paid the annual fee and be registered to do business with the State of West Virginia. If you are not currently registered, please call the person listed below and request a Vendor Registration Form (WV-1). If you are already registered, please list the 9 digit number here: \_\_\_\_\_.

For further information regarding the purchasing process, please contact Jill Burcham at (304) 696-2823.

The vendor warrants that all goods and services furnished will be designed, constructed, and performed so as to comply with the William Steiger Occupational Safety and Health Act of 1970, as amended from time to time, and the rules, regulations, and standards issued thereunder by any applicable governmental authority which as of the date of this agreement will apply to the goods and services furnished hereunder.

The vendor warrants that all chemical substances sold by it to Marshall University comply with and are inventoried or registered pursuant to the requirements of the Toxic Substance Control Act, and rules and regulations issued thereunder by all applicable governmental authorities.

The vendor shall furnish Marshall University Safety Office with a Material Safety Data Sheet (MSDS OSHA Form 20) disclosing all potentially hazardous substances in any product which the vendor sells or offers for sale to Marshall University. Potentially hazardous substances shall include but shall not be limited to those substances regulated under 29CFR1910.1200.

It is the intention of Marshall University not to purchase any products which contain asbestos or asbestos components in the equipment or materials to be supplied by the vendor. The vendor warrants that all equipment and materials to be supplied by the vendor under this contract are free of asbestos, except in the extent that such asbestos is specifically identified in writing by the vendor and specifically accepted in writing by the University.

A \$0 deposit is required for each set. Bidders are limited to two (2) sets each. Bidders and material suppliers may procure additional sets of Bidding Documents at actual cost. Only complete sets will be issued.

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Bidding documents may be obtained from:

Marshall University  
Office of Purchasing  
One John Marshall Drive  
Huntington, WV 25755  
304-696-2823  
Attn: Jill Burcham

Technical questions concerning the Bidding Documents should be directed to:

Tony Crislip, Associate Director  
Physical Plant  
304-696-6241  
304-633-2081

**A mandatory pre-bid meeting is scheduled for:**

Time: 10:00 a.m.  
Date: May 10, 2016  
Place: Sorrell Maintenance Building, 2nd Floor Conference Room

All Bidders must attend the pre-bid meeting to familiarize themselves with the project location, site conditions, and other relevant information. Should any Bidder fail to attend, their Bid will be disqualified.

Hourly rates will be used for this contract. Each Bidder is required to obtain a Request for Bids from the appropriate buyer.

Bidders must acknowledge receipt of each addendum in the space provided on the Form of Proposal or their Bid may be rejected.

Sealed Bids shall be received by the Owner at the following location until 3:00 p.m. on May 24, 2016, in accordance with the Instructions to Bidders, the Supplementary Instructions to Bidders, and Request for Bids. Bids shall be mailed or hand delivered to:

Office of Purchasing  
Old Main - Room 125  
Marshall University  
One John Marshall Drive  
Huntington, West Virginia 25755-4100

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Each Bid shall be enclosed in a sealed, self-addressed, opaque envelope plainly marked:

### SEALED BID

RFB# MU17ELECTRIC  
File Number: JB-6  
Requisition Number: MU17ELECTRIC  
Time of Bid Opening: 3:00 pm  
Date of Bid Opening: 05/24/2016

Each Bidder must be a registered vendor with the Purchasing Section of the Department of Administration. Bids will be rejected from any vendor not properly registered with the Purchasing Section prior to issuance of a Purchase Order.

West Virginia State Code § 21-11-2 requires that all persons desiring to perform contractual work in this State must be duly licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Application for a contractor's license may be made by contacting the West Virginia Department of Labor, Building 6, Room 749B, Capitol Complex, Charleston, WV 25305, telephone 304-558-7890.

West Virginia State Code § 21-11-11 requires any prospective Bidder to include the contractor's license number on their Bid. The successful Bidder will be required to furnish a copy of their contractor license prior to issuance of Purchase Order/ Contract.

To the extent allowed by West Virginia Code, the Owner reserves the right to waive any informality or irregularity in any Bid or Bids and to reject any or all Bids in whole or in part; to reject a Bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any condition of the Bid by a Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a Bid that is in any way incomplete or irregular.

Bids may not be modified or withdrawn for a period of sixty (60) days after receipt of Bids without forfeiture of Bid security, not as a penalty but as liquidated damages.

Compensation Fund, and provide evidence of insurance coverage to the minimum limits required by the Contract Documents.

Any work performed or any material contracted for prior to receipt of the Owner's written Notice to Proceed and/or Purchase Order shall be at the Bidder's risk.

Note: For payment purposes only the Contract will be extended an additional 60 days.

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The Owner will suffer financial loss if the Work is not Substantially Complete within the Contract Time. For each calendar day of delay in achieving Substantial Completion, the Contractor shall be liable for and shall pay the Owner \$1500.00 per day, not as a penalty, but as liquidated damages. For each calendar day of delay in achieving Final Completion, the Contractor shall be liable for and shall pay half of the amount of liquidated damages stated above, plus any and all additional fees of the Architect and the Architect's consultants that may accrue. Allowances may be made for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and for delays due to strikes or other delays beyond the control of the Contractor. All delays and any claim for extension of the Contract Time must be properly documented in accordance with the Contract Documents by the Contractor.

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### NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA

The architect/engineer and/or agency shall be required to abide by the following schedule in issuing construction project addenda for State agencies:

1. The architect/engineer and/or agency shall prepare the addendum and a list of all parties that have procured drawings and specifications for the project. The addendum and list shall be forwarded to the Buyer in the Marshall University Office of Purchasing.
2. The Buyer shall send the addendum to all interested parties and, if necessary, extend the bid opening date. Any addendum must be received by the Buyer within seven (7) days prior to the bid opening date. This requirement shall apply to all addenda except those issued under extenuating circumstances.
3. All addenda MUST be formally acknowledged by all bidders and submitted to Marshall University Office of Purchasing. The same rules and regulations that apply to the original bidding document shall also apply to an addendum document. The only exception may be for an addendum that is issued for the sole purpose of changing a bid opening time/or date.

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Requisition No.: MU17ELECTRIC

**ADDENDA ACKNOWLEDGEMENT**

I hereby acknowledge receipt of the following checked addenda and have made the necessary revisions to my proposal, plans, and/or specifications, etc.

Addenda:

No. 1 \_\_\_\_\_

No. 2 \_\_\_\_\_

No. 3 \_\_\_\_\_

I understand that failure to confirm the receipt of the each Addendum is cause for rejection of bids.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

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**VENDOR PREFERENCE**

There is no resident vendor preference for construction and services that are competitively bid except for a reciprocal preference provided in § 5A-3-37a of the West Virginia Code.

**LICENSING REQUIREMENT**

1. The prime contractor who is awarded this contract is required to submit a list of all subcontractors on this project to:

West Virginia Division of Labor  
Building 6, Room 749B, Capitol Complex  
Charleston, WV 25305

2. The prime contractor must further notify all subs of their responsibility to register with:

West Virginia Tax Department	(304) 558-3333
Workforce West Virginia	(304) 558-2624
Office of Insurance Commissioner Workers' Comp.	(304) 558-6279x1202
Secretary of State	(304) 558-8000
West Virginia Department of Labor	(304) 558-7890
West Virginia Development Office	(304)558-2960

Contractors' licenses to work in West Virginia will be issued to subs only after they have registered with each of the above agencies.

3. Every contractor who has been in business in West Virginia less than five years is required to furnish a bond to cover wages and fringe benefits for its employees. For further information, please contact the Wage and Hour Division at (304) 558-3797.

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### **GENERAL TERMS AND CONDITIONS FOR CONSTRUCTION PROJECTS**

If any real property or structure thereon is provided or improved, this assurance shall obligate the Provider, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which any State payment is extended or for another purpose involving the provision of similar services or benefits. If any other goods or services are so provided, this assurance shall obligate the Provider for the period during which it supplies such goods or services.

The Provider recognizes and agrees that such right to provide property, goods, or services to the State will be extended in reliance on the representations and agreements made in this assurance, and that the State shall have the right to seek judicial enforcement of this assurance. This is binding on the Provider, its successors, transferee, and assignee, or any authorized person on behalf of the Provider.

Marshall University 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 and/or contract.

Any request for changes or corrections to the final contract must be submitted in writing to the Director of Purchasing in order to be considered. The unit prices on all contracts not containing a price adjustment agreement will be considered firm for the life of the contract unless an amendment in writing is agreed to by both parties to the contract.

All purchases of tangible personal property incorporated into a building or other structure at Marshall University are subject to the West Virginia consumer sales tax. The tax of 7% is applicable to materials only. However, vendors must register with the City of Huntington and pay a business and occupation tax of 2% on the total contract price.

Marshall University may reject, revoke, or cancel this contract or any part thereof, and, in the absence of provisions for liquidated damages as set forth in the body of this contract, shall have the right to recover any and all damages sustained as the result of the vendor's failure to perform, in whole or in part, the terms and conditions of this contract. The State may withhold from any remittance due the vendor under the terms and conditions of this contract an amount equal to the damages sustained by such failure of performance on the part of the vendor.

Marshall University is not liable for any expenses incurred by bidders in the preparation or presentation of bids.

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### DOMESTIC ALUMINUM, GLASS, & STEEL IN PUBLIC WORKS PROJECTS

In accordance with West Virginia Code § 5-19-1 ET. seq., every contract for construction, reconstruction, alteration, repair, improvement, or maintenance of public works, where the cost is more than \$50,000 and, in the case of steel only, where the cost of steel is more than \$50,000 or where more than 10,000 pounds of steel products are required, the State will accept only aluminum, glass, or steel products produced in the United States. In addition, items of machinery or equipment purchased for use at the site of public works shall be made of domestic aluminum, glass, or steel unless the cost of the project is less than \$50,000 or less than 10,000 pounds of steel are used in public works projects.

Foreign made aluminum, glass, or steel products may be accepted only if the cost of domestic products is found to be unreasonable. Such cost is unreasonable if it is 20%, or more, higher than the bid price for foreign made products. If the domestic aluminum, glass, or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, foreign products may be supplied only if domestic products are 30% or more higher in price than the foreign made products.

If, prior to the award of a contract under the above provisions, the spending officer of the spending unit determines that there exists a bid for like foreign aluminum, glass, or steel that is reasonable and lower than the lowest bid for domestic products, the spending officer may request, in writing, a re-evaluation and reduction in the lowest bid for such domestic products. All vendors must indicate in their bid if they are supplying foreign aluminum, glass, or steel.

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### **NON-APPROPRIATION**

Pursuant to the West Virginia Constitution, the State cannot enter into any contract or agreement which would obligate the Legislature beyond the current fiscal year. Therefore, goods to be delivered and/or services to be performed under this contract or agreement are to be continued in succeeding fiscal years for the term of the contract or agreement and any subsequent renewals, contingent upon funds being appropriated by the Legislature for the goods and/or services. In the event of non-appropriation of funds for the goods and/or services, the payments including any interest, shall be canceled in whole, without penalty to the State at the end of the then current fiscal year, with this contract or agreement becoming null and void after June 30. The State shall return any equipment not paid for to the vendor, together with a release of the State's title and interest therein. The State spending unit will make reasonable efforts to obtain the necessary funds to avoid cancellation of the contract or agreement, and will provide written notice to the vendor in the event of non-appropriation thirty (30) days prior to the end of the fiscal year in which such non-appropriation for the next fiscal year occurs.

However, in accordance with § 12-3-12 of the West Virginia Code, appropriations for buildings and land shall remain in effect, and shall not be deemed to have expired until the end of the three years after the passage of the act by which such appropriations are made.

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### Service Provider Requirements

Provide normal services as established in the work request.

Provide emergency or urgently requested services within one (1) hour of request.

Provide phone number to request emergency or urgently needed services after normal work hours: \_\_\_\_\_

Carry insurance levels and provide bonding if required

Label all new panels, wiring, and equipment installed.

Comply with University recycling and solid waste reduction policies

Clean-up job site at the end of each day and at work completion.

Obtain any needed permits for repair or installation work and provide a copy of the permit to University representative before work is started.

Conduct - Contractor shall ensure that his forces conduct their work in a professional and workmanlike manner. The University expects work of the highest quality be completed in a timely and courteous manner consistent with the nature of the Residence. The University reserves the right to require removal of unacceptable personnel by the contractor from the work site for any reason.

Contractor Warranty - Contractor shall warrant his materials and workmanship to be free of defects under normal use for a period of two years.

Wage Rates - The contractor shall pay the higher of the U.S. Department of Labor minimum wage rates or the West Virginia Department of Labor minimum wage rates established for Cabell County pursuant to West Virginia code 21-5-1 Et Seq. Prevailing Wages Rates do not apply.

Duties - The contractor shall provide all taxes, permits, fees, insurance, liability, compensation and all other items necessary to render the University free and harmless from all claims arising from services performed under this contract. Contract insurance, liability, and compensation shall be sufficient to cover contractor's employees and the public in general. License fees and bonds reference to bid documents.

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 \$500,000 in Commercial General Liability coverage, Excess \$1,000,000. 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.

Workman's Compensation - The contractor shall comply with all rules and regulations of the West Virginia Worker's Compensation Commission.

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Conduct Quality and Inspection of Work - Owner reserves the right to visit the work site for inspection or other purpose at any time during the course of the 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.

Submittals - With manufacturer's product data for all products being used.

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.

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.

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.

Specifications Drawings and Other Documents - All specifications, drawings, and Other documents, if 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.

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, and workers compensation. Contractor shall indemnify and hold harmless Owner for failure to comply with this Section.

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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.

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.

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.

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

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.

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

Time of Essence - Time shall be deemed to be of the essence of this Agreement.

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.

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

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determined to have been caused by Owner, the time for performance and the price of the Agreement may be subject to adjustment.

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.

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.

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.

Entirety - 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.

### **Scheduling**

All work must be scheduled and approved by the Assistant Director of Physical Plant or his designee. The successful bidder will be required to submit a complete work schedule of dates and times that the contractor will work. There will be some scheduling around events.

Notice to Proceed - Owner shall give start dates. The fully executed purchase order will be considered notice to proceed.

Changes on Scope - The Contractor shall not increase or decrease the scope of work without the prior written consent of the Owner. All such changes shall be documented by issuance of a Change Order.

### **Contractor Use of Premises**

General: Limit use of the premises to construction activities in areas indicated, allow for Owner occupancy and use by the public.

1. Confine operations to areas within Contract limits.
2. Contractor must keep driveways and entrances serving the premises clean and available to the Owner and the Owner's employees at all times. Do not use these areas for parking

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or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

3. **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.

Use of the Existing Building: Maintain the existing building in a weather tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

Temporary Facilities: The contractor shall have use of restrooms, water, and electricity at the Owner's expense provided abuse does not occur. The Contractor shall repair any damages to restrooms.

Partial Owner Occupancy: The Owner shall occupy the sites and existing buildings during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the Owner's operations.

ADA Compliance - Contractor shall ensure that all work performed meets or exceeds codes required by the Americans with Disabilities Act with regard to slope of ramps, longitudinal joints, etc.

Safety Measures and Protection of Job Site - Contractor shall provide all barricades, signage, fencing, watchmen, or other means of ensuring public safety surrounding his work site. It is the contractor's responsibility to similarly protect unfinished or uncured work from damage due to vandalism, weather, or other causes.

Safety Barricades - Provide Safety Barricades around all work areas where work is being performed.

Delivery and Storage - Packaged materials shall be delivered to site in original unopened containers. All materials shall be stored on pallets or platforms in dry areas and protected from damage until used.

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### **Cost Estimates and Billing**

All job cost estimates must be prepared using prices established in the Pricing section.

Billing invoices for completed jobs must use the prices established in the Pricing section. It is not the intent of the contract to procure materials unless an emergency situation incurs the need to do so. In these circumstances the vendor must show mark-up on materials. Copies of material invoices must be included with the billing invoices.

The Purchase Order Number must be included on the billing invoices along with the site address. Changes and additions must be approved by the University and a change order will be issued as authorization to change from the original work order.

### **Project Closeout and Payment**

**Payment** - Owner shall pay Contractor for all labor, materials, supplies and services. Payment shall be made upon completion of the Services. Contractor shall be liable for payment of all applicable federal, state and local taxes including, but not limited to, Business & Occupation Tax and by accepting payment from Owner hereby attests that all such obligations have been satisfied. Owner, if requested, may require proof of such satisfaction prior to payment for services rendered pursuant to this Agreement. Contractor shall indemnify and hold harmless Owner for failure to comply with this Section.

**No Pre-Payment** - due to the selective nature of work under the contract, the owner will not accept for processing any application for partial or progress payment against purchase orders issued for specific items of work or quoted or completed. All ordered work must be completed prior to submittal of documents.

**Owner Approval and Pay Application** - the vendor shall submit an original and four copies of an itemized invoice. The invoice must provide enough detail to properly audit it against the contract. Also, it must be dated and reflect the contractor's name and address, purchase order number, and dates of service or construction. Submit any previously approved change orders to the scope of the work.

Accompany the pay request with the following documents and submittals:

- **Inspection Certificate** - signed by owner accepting quality.
- **Literature** - For approval, submit copies of manufacturer's standard printed literature for all products used on said project.
- **Protection** - correct any damage by cleaning, repairing, replacing, or repainting, as acceptable to owner prior to final payment. (All items must be restored to original conditions prior to final payment).

## PURCHASING CONTINUATION SHEET

**Vendor: Bidders**

**Page No. 19 RFB MU17ELECTRIC**

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- Notarized Warranty - notarized contractor materials and workmanship warranty statement for completed work indicating the term as extending for two years from the date of owner final payment.

Arbitration - any reference made to arbitration or interest for payments due (except for any interest required by state law) contained in this contract or in any American Institute of Architects documents pertaining to this contract is hereby deleted.

**PURCHASING CONTINUATION SHEET**

**Vendor: Bidders**

**Page No. 20 RFB MU17ELECTRIC**

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**Pricing**

Hourly rates:

Normal Hours (From 8:00 A.M. to 5:00 P.M.)

A. \$\_\_\_\_\_ per hour (Journeyman)

B. \$\_\_\_\_\_ per hour (Apprentice)

Overtime Rate

C. \$\_\_\_\_\_ per hour (Journeyman)

D. \$\_\_\_\_\_ per hour (Apprentice)

Material Costs:

Copies of material invoices are to be included with billing statements  
Please indicate below your company mark-up on materials:

E. Cost plus percent markup \_\_\_\_\_%

Trip Charges:

*Non-Emergency Call-out*

The University does not pay trip charges or travel time for non-emergency service work.

*Emergency Call-out*

When the Contractor responds to an emergency call-out, the University will pay a minimum of two (2) hours of the assigned technician's applicable rate.

If emergency repairs require more than eight (8) hours, the Contractor will be expected to assign personnel to minimize overtime charges.

**PURCHASING CONTINUATION SHEET**

**Vendor: Bidders**

**Page No. 21 RFB MU17ELECTRIC**

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Sample Job for Pricing Review

#1 - Non-Emergency Job:

General scope:

Replace lights and switches in existing offices.

Install wiring, lights, and switches in remodeled office areas.

Labor - 20 Hours X \$ (Journeyman Normal Hourly) = \$ \_\_\_\_\_

Materials \$2800 x 1\*(markup) = \$ \_\_\_\_\_

#1 Total Cost: \$ \_\_\_\_\_

#2 - Emergency Repair on a Sunday:

General scope:

Replace a 10hp, 3-phase, 460V electric motor, six (6) hours total labor time.

How many technicians would be dispatched for this job? \_\_\_\_\_

Enter total labor charge = \$ \_\_\_\_\_

Materials \$900 x 1\*(markup) = \$ \_\_\_\_\_

Trip Charge (if any) = \$ \_\_\_\_\_

#2 Total Cost: \$ \_\_\_\_\_

Both Jobs Total Cost: \$ \_\_\_\_\_

**PURCHASING CONTINUATION SHEET**

**Vendor: Bidders**

**Page No. 22 RFB MU17ELECTRIC**

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**FORM OF PROPOSAL  
(Use this form for future quotes)**

Owner: The Governing Board, on behalf of Marshall University.

Project:

Requisition No. \_\_\_\_\_  
Marshall University  
Huntington, WV 25755

The undersigned, hereinafter called the bidder, being familiar with and understanding the bidding documents and also having examined the site and being familiar with conditions affecting the project hereby proposes to furnish all labor and perform all work in accordance with the bidding documents within the time set forth for the sum of:

Hourly Rate per contract: \$ \_\_\_\_\_

Hourly Overtime Rate: \$ \_\_\_\_\_

Vendor must submit a quotation for additional work to be approved by the Physical Plant Department. This quotation will be forwarded to the Office of Purchasing for Purchase Order release. Marshall University reserves the right to accept or reject any quotation that may be submitted in the "best interest" of the University.

Payment: Payments will be made up to ninety percent (90%) upon substantial completion with the final ten percent (10%) to be paid at final completion and acceptance.

Warranties: All workmanship and materials shall be warranted for a minimum of one (1) year from substantial completion.

Damages: Vendor shall be responsible for repairs to all surfaces, equipment, etc. damaged by his forces during the performance of his scope of work.

Respectfully Submitted:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Typed name of person signing bid

City

State

Zip

\_\_\_\_\_  
FEIN Number

\_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Contractor license number

\_\_\_\_\_  
Fax number

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## PURCHASING CONTINUATION SHEET

Vendor: Bidders

Page No. 23 RFB MU17ELECTRIC

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### LIFE OF CONTRACT PAGE

**LIFE OF CONTRACT:** This contract becomes effective on July 1, 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. If the vendor accepts credit cards, purchases may also be made using the P-card up to the established transaction limit for the department.

**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.

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: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_



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

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_, **TO-WIT:**

I, \_\_\_\_\_, after being first duly sworn, depose and state as follows:

1. I am an employee of \_\_\_\_\_; and,  
(Company Name)
2. I do hereby attest that \_\_\_\_\_  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

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

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Taken, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

By Commission expires \_\_\_\_\_

(Seal)

\_\_\_\_\_  
(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.**



### **Contractor and Subcontractor Requirements**

- 1) All General Contractors and Subcontractors will need to obtain a Huntington Business License before conducting business in the city limits.
  - a. The Business License is \$90.00 per fiscal year (July 1 to June 30).
  - b. Forms can be found on the City of Huntington website at [www.cityofhuntington.com](http://www.cityofhuntington.com).
- 2) You will need to provide the following documentation when applying for a business license:
  - a. A copy of your West Virginia Contractor's License from WV Division of Labor.
    - i. Website: [www.wvlabor.com](http://www.wvlabor.com)
  - b. A copy of your Certificate of Liability Insurance.
    - i. Provide documentation showing the General Liability is at least \$300,000/\$600,000.
    - ii. The City needs to be listed as the Certificate Holder. Please include our mailing address: P.O. Box 1659 Huntington, WV 25717.
  - c. A copy of your WV Business Registration Certificate from the WV State Tax Department.
- 3) General Contractors will need to provide the City of Huntington with a list of Subcontractors with their contact information when applying for a permit.
  - a. General Contractors are liable for Business and Occupation Taxes that have not been filed by their Subcontractors.
- 4) All Contractors will need to file a Business and Occupation (B & O) Tax Return.
  - a. Business and Occupation Tax is 2% of the gross receipts on labor and materials.
  - b. You will need to list your Project Name, Location, and Gross Income on the back of the return (Schedule C).
    - i. Completing the form will ensure the General Contractor will receive the B&O Tax Releases in a timely fashion.
    - ii. Make sure to indicate on the form if there is no reportable activity during the filing period and return by the due date to avoid unnecessary delinquent notices.
- 5) City Service Fee (CSF) will need to be withheld from employees' paychecks.
  - a. The fee is \$5.00 per week for every week worked inside city limits.
  - b. CSF is required to be collected for each employee for every week that the employee has worked inside city limits regardless of the amount of time worked each week.
- 6) Effective January 1, 2012, WV Sales and Use Tax increased from 6% to 7% inside city limits.
  - a. For more information contact the WV State Tax Department at 1-800-982-8297.
- 7) General Contractors must submit a Request for Release for each Subcontractor once the project has been completed.

***For additional information please contact:***

**City of Huntington:**

Business and Licensing: 304-696-5969  
Inspections and Permits: 304-696-5905  
Zoning: 304-696-4438

**State Agencies:**

WV State Tax Department: 1-800-982-8297  
WV Division of Labor: 304-558-7890



**MUNICIPAL BUSINESS LICENSE**  
**APPLICATION**

P.O. Box 1659, Huntington, WV 25717-1659  
Phone: 304-696-5969, Fax: (304) 781-8350

Acct. No.:	_____
Office Use Only	
LIC	_____
TR	_____

License will not be issued unless all taxes and fees are current. For assistance, call 304.696.5969/ fax 304.781.8350. Application is hereby made for license(s) to conduct the business activity, trade, or employment indicated below for the year beginning July 1, \_\_\_\_\_.

**Business name and mailing address required in box below:**

PAYMENTS	
Total License Fee	\$ _____ <input type="checkbox"/> Cash <input type="checkbox"/> Check No.
Penalty (if any)	\$ _____
Total Due/Payable	\$ _____ <input type="checkbox"/> Credit Card
Credit Card Payments	
<input type="checkbox"/> Discover <input type="checkbox"/> MasterCard <input type="checkbox"/> Visa	
Card No.:	_____
Card Exp.:	____/____/____ Code: _____
Print Name	_____
Sign Name	_____

**Choose One:**

- New Application  Renewal

**Business License Classification**  
*All applicants must attach a copy of West Virginia Business Registration Certificate*

<b>Check all that apply:</b>			
<input type="checkbox"/>	1	General Business License	\$ 20.00
<input type="checkbox"/>	75	Rental General Business LLC	\$ 20.00
<b>* If you own any rental property please complete the Rental section on second page.</b>			
<input type="checkbox"/>	11	Hawker/Peddler	\$ 20.00
<input type="checkbox"/>	27	Itinerant Vendor	\$500.00
<input type="checkbox"/>	28	Real Estate Broker	\$ 25.00
<input type="checkbox"/>	29	Real Estate Sales Agent	\$ 10.00
<input type="checkbox"/>	64	Contractor License	\$ 90.00
<input type="checkbox"/>	66	Electrical Contractor (Sole Proprietor)	\$ 20.00
<b>* Contractors must attach a copy of West Virginia Contractor's License and Certificate of General Liability Insurance with City of Huntington as the Certificate Holder.</b>			

<b>Liquor Retail Outlet (General Business License Included (\$20.00))</b>			
<input type="checkbox"/>	62	Class A Store—Liquor License	\$1,120.00
<input type="checkbox"/>	63	Class B Store—Liquor License	\$1,120.00
<b>Private Club (General Business License Included (\$20.00))</b>			
<input type="checkbox"/>	3	Less than 1,000 Members	\$620.00
<input type="checkbox"/>	4	More than 1,000 Members	\$1,370.00
<input type="checkbox"/>	5	Fraternal, Veterans, or Non-Profit Social Club	\$ 495.00
<b>Beer (General Business License Included (\$20.00))</b>			
<input type="checkbox"/>	65	Brewery	\$ 520.00
<input type="checkbox"/>	6	Distributor	\$ 270.00
<input type="checkbox"/>	7	Dispenser or Club	\$ 120.00
<input type="checkbox"/>	8	Cold Package Carry-Out	\$ 120.00
<input type="checkbox"/>	9	Warm Pack Carry-Out	\$ 35.00
<b>**ATTACH A COPY OF WV ABC LICENSE**</b>			

**BUSINESS DATA: COMPLETE ALL BLANKS IN THIS SECTION TO EXPEDITE YOUR APPLICATION**

Business Name: _____	
Business Federal Tax ID No.: _____	SS No. (If no Federal Tax ID No): _____
Business Telephone No.: _____	Beginning Date of Business in Huntington: _____
Inside City Limits: <input type="checkbox"/> Yes <input type="checkbox"/> No	WV STATE Business Registration Act. No: _____
Business Location: _____	
Business Owner's Name: _____	Contact Person for Tax & License Purposes: _____
Alternate Phone No.: _____	Contact Phone No./Ext.: _____
Fax No.: _____	Contact Email: _____
No. of Employees: _____	Type of Business Ownership: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Trust
Give a brief description of your business activity within city limits: _____	
Are there any vending machines on the premises? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, list vending company's name and address: _____	

Business Class (Check all that apply)					
<i>Proper classification of your business functions determines the correct license fees as well as Business and Occupation rates(s).</i>					
<input type="checkbox"/> Amusement	<input type="checkbox"/> Contracting	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Small Loans	<input type="checkbox"/> Utilities	<input type="checkbox"/> Lawn Care
<input type="checkbox"/> Banking	<input type="checkbox"/> Rental	<input type="checkbox"/> Service	<input type="checkbox"/> Retail	<input type="checkbox"/> Wholesale	

*Rental Business Only* (Attach additional sheet, if necessary)					
<input type="checkbox"/> 75					
Property Address	No. of Units	Tenant		Check One That Applies	
		Business	Residential	City Refuse	Dumpster
<i>Example:</i> 800 Fifth Avenue	4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Contact Information and Signature of Applicant	
Home Address of Applicant or Agent: _____	
Phone: (Home) _____ (Business) _____ (Cell) _____	
Signature of Applicant: _____	Date: _____

***Municipal Business License Requirements***

Any entity which requires a West Virginia Business Registration Certificate must obtain a Municipal Business License. In order to conduct business in the City of Huntington, you must first possess a Municipal Business License. The application may be obtained by contacting the Finance Division at the address listed at the bottom of this page. You may also apply in person at City Hall, Room 20, 800 Fifth Avenue.

Below is a list of general information regarding the application process:

- All applicants must have a valid West Virginia Business Registration Certificate prior to obtaining a City of Huntington Municipal Business License. The State Tax Department is located at 2699 Park Avenue, Suite 230, Huntington, WV 25704, telephone (304) 528-5565, or online at [www.business4wv.com](http://www.business4wv.com).
- The fee for Huntington’s Municipal Business License is \$20.00 for all business activity conducted in the City. The exceptions are: Contractors, Real Estate, and Businesses selling alcohol or have Video Lottery.
- If you occupy a physical location within the City, you will need to complete a **Certificate of Use and Occupancy** to insure the location is approved for the particular activity being licensed.
- If you are working from your residence, a **Home Occupation Permit** is required. To begin this process, you may contact the Development and Planning Department at 304.696.4438.
- **Contractors:** All contractors, sub-contractors, and electric contractors must supply a copy of their WV State Contractors License and a Certificate of General Liability Insurance with the City of Huntington as the Certificate holder
- **Rental:** Any person(s) who furnishes a real property for lease or rent for any purpose is required to obtain a Municipal Business License. This includes Class 4 properties.
- **Business and Occupation Taxes may apply along with the city service fee.**

PENALTY: Article 735.99 of the Codified Ordinances of Huntington, WV:

(a) Whoever engages in any activity contrary to the provision of this article, whether without obtaining a license required therefor before commencing the same or by continuing the same after the termination of the effective period of any such license, may, in addition to paying the license tax, be liable for a penalty of fifty dollars (\$50.00) for each month or fraction thereof during which he has been default of the license tax. It shall be the duty of the Director of Finance to collect the full amount of the license tax and penalty imposed and he shall not issue any license until the license tax and the penalty have been in full.

(b) In addition to the foregoing and except as may herein be otherwise expressly provided, whoever violates any provision under this article shall be fined not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00) and each day or part thereof that any violation continues shall be deemed to constitute a distinct and separate offense and be punishable accordingly.

OFFICIAL USE ONLY
Fiscal Year: _____
License No. _____
<input type="checkbox"/> B&O License
<input type="checkbox"/> CFS License
<input type="checkbox"/> HTL/MTL License
<input type="checkbox"/> Cert. of Use & Occ.
<input type="checkbox"/> Home Occupation
<input type="checkbox"/> Amusement LIC
Date Issued: _____



**SCHEDULE A – RENTAL PROPERTY**

(Attach an additional sheet if necessary.)

Property Address	No. of Units	Tenant Type:		Gross Rent
		Commercial/Residential		
		<input type="checkbox"/> Commercial	<input type="checkbox"/> Residential	
		<input type="checkbox"/> Commercial	<input type="checkbox"/> Residential	
		<input type="checkbox"/> Commercial	<input type="checkbox"/> Residential	
		<input type="checkbox"/> Commercial	<input type="checkbox"/> Residential	
<b>Total Gross Rent</b>				

Carry total to Gross Sales Amount (Code 13) on front of return

**SCHEDULE C – CONTRACTING BUSINESS**

(Attach an additional sheet if necessary.)

Project Name	Location	Check If Job Is Completed	Gross Income
		<input type="checkbox"/>	
<b>Total Gross Income This Period</b>			

Carry total to Gross Sales Amount (Code 10) on front of return

**Payments**

<input type="checkbox"/> Cash	<input type="checkbox"/> Check No. _____	<input type="checkbox"/> Credit Card
<b>Credit Card Payments (Circle One):</b> Discover / MasterCard / Visa		
CARD NUMBER:		EXP. DATE:
SIGNATURE:		BILLING ZIP CODE:
<i>Make checks payable to City of Huntington</i>		<b>SHOW AMOUNT PAID HERE: \$</b>

**Instructions**

- Determine your Business Classification(s) and corresponding rate(s) from the table on front of return.
- Determine your B&O total gross sales amount for each of the classifications and enter it in the appropriate box.
  - Gross sales is the total revenue received before any deductions or allowances.
  - Gross sales should not include Federal or State Excise and Sales Taxes.
- Determine your taxes due by multiplying the gross sales amount by the rate multiplier. Example: \$10,000 in retail gross sales multiplied by the rate multiplier of .0025 (.25%) equals a B&O tax due of \$25.00.
- To avoid delinquent notices and tax assessments, indicate on the return if no reportable activity (\$0.00 gross sales) occurred during the filing period and return by the due date.
- Sign the return.
- If your name and/or address printed on the form is incorrect, please mark through the incorrect information and write the correct information
- DUE DATE:** All returns are due 30 days after the end of the applicable filing period.  
**QUARTER END DATES:** March 31, June 30, September 30 and December 31.
- If your return is received after the due date, you will be sent a letter for penalties and interest due.
- Mail payments to: B & O Tax Return, City of Huntington, P.O. Box 1659, Huntington, WV 25717. Pay in person: 800 Fifth Ave, Huntington, WV 25701, Room 20.
- If you have any questions, please contact a Revenue Service Representative at (304) 696-5969.

**Our office is open Monday through Friday from 8:00 a.m. to 4:30 p.m., except holidays.****FORM CHANGE: CITY SERVICE FEE FORM WILL BE MAILED SEPARATELY.**



### Additional Information

- Any employer licensed and operating within the City of Huntington is required to withhold and remit on behalf of their employees the City Service Fee. The City Service Fee is due for each week an employee worked regardless of the number of hours worked.
- Employers will be mailed a City Service Fee Remittance form.
- Self-employed persons are required to pay this fee unless paid through other employment.
- No individual shall pay this fee more than once for the same week of employment regardless of multiple employments.
- All contractors working in the city limits will be required to submit the City Service Fee for all employees present on any site within the city for each week they work.
- You will not be able to renew your Business License unless City Service Fees and Business & Occupation Taxes are current.

### City of Huntington Codified Ordinances Article 772.04

The City Service Fee for all individuals working within the City Limits of Huntington will be five dollars (\$5.00) per week.

.....Tear along dotted line.....

<b>Credit Cards Payments Only</b> <b>Remit form to:</b> City Service Fee City of Huntington P.O. Box 1659 Huntington, WV 25717	
<b>Credit Card Payments (Circle One):</b> Discover   /   MasterCard   /   Visa	
CARD NUMBER:	EXP. DATE:
SIGNATURE:	BILLING ZIP CODE:
<i>Make checks payable to City of Huntington</i>	<b>SHOW AMOUNT PAID HERE: \$</b>



**SUBCONTRACTOR LIST**

**Instructions:** Please complete and submit the subcontractor list with the building permit application.

**Please Note:** Verification of subcontractors, business name, address, phone number, and contracts must be submitted prior to receiving a permit or final inspection. Any subcontractor not on the list is subject to a STOP ORDER and/or fine of up to \$500 (*Codified ordinances of the City of Huntington 752.08, 752.10, and 752.99*).

General Contractor: \_\_\_\_\_ Site Location: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Improvement Sq. Ft.: \_\_\_\_\_

Email: \_\_\_\_\_ Total Job Cost: \_\_\_\_\_

Project Name: \_\_\_\_\_ Permit #: \_\_\_\_\_  
(office use only)

Trade	Business name:	Address:	Phone:	WV Contractor Number:	City of Huntington License Number:	Amount of contract:
Foundation/ Footer						\$
Masonry/ block/brick						\$
Framing						\$
Roofing						\$
Drywall						\$
Cabinetry/ Doors						\$
Windows						\$
Electrical						\$



**SUBCONTRACTOR LIST**

Huntington City Hall  
 800 Fifth Avenue  
 P.O. Box 1659  
 Huntington, WV 25717

**Please Note:** Verification of subcontractors, business name, address, phone number, and contracts must be submitted prior to receiving a permit or final inspection. Any subcontractor not on the list is subject to a STOP ORDER and/or fine of up to \$500 (*Codified ordinances of the City of Huntington 752.08, 752.10, and 752.99*).

Trade	Business Name:	Address:	Phone:	WV Contractor Number:	City of Huntington License Number:	Amount of contract:
Plumbing						\$
HVAC						\$
Painting/ Stucco						\$
Flooring tile/Carpet						\$
Landscaping						\$
Signage						\$
Alarm / Security						\$
Sprinkler system						\$
Glass storefront						\$
Concrete / Driveway						\$
Site						\$
Paving						\$
Siding						\$

# 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
RFB	File Type: PDF (.pdf)	Multiple	Required

### Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 100 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

## 2. Upload your submission at:

<https://marshall.bonfirehub.com/opportunities/1352>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **May 24, 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>