

Request for Bids		 <p>Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2823</p>		Bid #  MU17SIGNS		
Vendor:		Phone:	For information call:			
FEIN/SSN:		Fax:	Purchasing Contact: Jill Burcham Phone: (304) 696-2823 <a href="mailto:burcham@marshall.edu">burcham@marshall.edu</a> and <a href="mailto:purchasing@marshall.edu">purchasing@marshall.edu</a>			
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 <b>BONFIRE PORTAL</b> . 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.						
DATE 04/22/2016		MANDATORY PRE-BID MEETING WILL BE HELD 05/12/2016 @ 2:00 pm		DEPARTMENT REQUISITION NO. N/A		
		BIDS OPEN: 3:00 p.m. on 5/26/2016		BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID		
Item #	Quantity	Description			Unit Price	Extended Price
		<p style="text-align: center;">CONTRACT INVITATION TO BID</p> <p>The Governing Board, on behalf of Marshall University, invites sealed Bids to provide all work, including but not limited to labor, material, equipment, supplies, and transportation for:</p> <p>Design, Fabrication, and Installation of Interior and Exterior Signage and Wayfinding System.</p> <p>All bids must be submitted in accordance with the bidding documents issued by Marshall University and the request for bids issued by the Marshall University Office of Purchasing Office.</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 \_\_\_\_\_

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

within \_\_\_\_\_ days

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

FOB \_\_\_\_\_

After receipt of order at address shown

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

Terms \_\_\_\_\_

Title \_\_\_\_\_

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

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Technical questions concerning the Bidding Documents should be directed to:

Linda Newman, Facilities Analyst  
Physical Plant  
304-696-2466

A mandatory pre-bid meeting is scheduled for:

Time: 2:00 p.m.  
Date: 05/12/2016  
Place: SMB 2<sup>nd</sup> Floor Conference Room

All Bidders should 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.

Each Bidder is required to obtain a Request for Bids from the appropriate buyer, Marshall University Office of Purchasing, and to follow all instructions contained therein.

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

A certified check in the amount of five percent (5%) of the total Bid, or a satisfactory Bid Bond furnished by a solvent surety company authorized to do business in the State of West Virginia in an amount equal to five percent (5%) of the total Bid, must be submitted by each Bidder with his Bid.

Sealed Bids shall be received by the Owner at the following location until 3:00 p.m. on May, 26, 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

Or submitted in the BONFIRE portal as per the attached instructions

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

## SEALED BID

Proposal for:	Signage Project and Open End Contract
File Number:	JB-6
Requisition Number:	MU17SIGNAGE
Time of Bid Opening:	3:00 PM
Date of Bid Opening:	05/26/2016

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, 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.

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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Page No. 5 RFB MU17SIGNAGE**SCOPE OF WORK**

Marshall University is seeking a qualified Signage Contractor to design, fabricate and install interior signs for room identification, building directory, department directory, donor recognition wall or plaque, service areas, elevators, and stairs, and exterior signs for building identifications, building address, entrance signs to campus, plaques; and exterior signs for parking lots, donor recognition wall or plaque, wall signs, banners, flags, campus maps with *you are here*, informational, temporary signs and directional wayfinding signs.

Bidder must complete Pricing and Delivery Schedule

Bidder shall provide all Supervision, Labor, Material and Equipment to Fabricate and Install Signage, as per the specifications.

**EXPERIENCE:**

Bidder shall have a minimum of FIVE (5) YEARS EXPERIENCE in the fabrication and installation of signage projects of similar size and scope.

The sign Contractor shall have installed and fabricated signs from 3 projects of similar magnitude and design. Show evidence of completion of at least three (3) previously completed jobs of similar size, complexity and construction cost in the Bid.

**DESIGN REQUIREMENTS**

Marshall University is interested in establishing a contract with a Signage Contractor who will meet, at a minimum, the following design requirements:

1. The signs shall be attractive and exhibit a professional quality of workmanship, which will reflect positively on Marshall University.
2. Signage should incorporate Marshall University's branding standards, as appropriate.
3. Signage should leverage the spatial organization of the facility and utilize architectural design features, destinations zones, landmarks, shape, color, lighting, etc.
4. Exterior signage and lighting must also comply with the city of Huntington, WV sign and lighting ordinance.
5. Signage should be easy to recognize, consistent, clear, distinctive, and easy to read.
6. Signage shall be compliant with current ADA Standards for Accessible Design.
7. The Signage Contractor should have a primary goal of ensuring that signage works in unity with the work of other consultants in order to generate a well-coordinated facility.
8. Signage must match and/or complement existing signage.

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9. Signage should be updateable by Marshall University and utilize the Marshall University's internal resources whenever possible.

**CONSIDERATIONS - SERVICES AND PRODUCTS**

Marshall University is interested in establishing a contract with a Signage Contractor who will provide, at a minimum, the following:

1. Develop an understanding of appropriate national and local building codes, ordinances and other requirements, as they relate to signage for the project. Successful bidder will be responsible for properly permitting and engineering all appropriate signs.
2. Perform a site review to verify locations, determine available areas for signage, confirm dimensions and identify potential conflicts with architecture or landscape designs.
3. Periodically update budget estimates and prepare and adjust planning level schedule based on priorities and available funding.
4. Coordinate all procurement activities with responsible Marshall University's contracting and purchasing personnel.
5. Develop wayfinding and circulation solutions.
6. Develop sign location plans and messages schedules. These location plans and message schedules will be updated through the process. They shall be submitted to Marshall University's Facility Management for new construction and Physical Plant Facilities Space Management Department for renovations at the end of the project reflecting accurate placement and messages.
7. Prepare conceptual designs in sketch form to determine design direction and review, with the design team, considerations for materials, finishes, color, typography, lighting and scale.
8. Finalize all elements of the sign system design including materials, fabrication specifications, graphic design and installation details.
9. Prepare sign layouts based on actual sign messages to determine sign and letter sizes and to determine the need for variations to the wayfinding/signage program.
10. Provide final fabrication submittals based on approved design.
11. Be responsible for fabricating the interior and exterior wayfinding/signage program in accordance with the approved design.
12. Develop an installation schedule to assure timely, accurate and code compliant installation.
13. Be responsible for the installation of the exterior wayfinding/signage program in accordance with the design intent of the approved program.
14. Cost of material and labor shall be priced separately.
15. For outside lighting the use of solar power when possible.
16. Successful bidder will be responsible to supply Departmental Dean with the word template for signs and directories sliders.

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The successful contractor will submit for review shop drawings indicating the following:

- Signage Specs
- Sign details
- Complete sign face for each sign mark or group of similar signs with dimensioned text size and clearances.
- Method of fabrication and materials used.
- Quantities of each sign.
- Sign mounting hardware
- Quantities required of each type.
- Sign mounting hardware details indicating method of fabrication and all dimensions.

***SAMPLES***

Submit for review and approval, sample of signs and samples of each color to be used. If approved, the submitted signs may be used for the project.

**RESPONSE QUESTIONS**

Bidders are requested to submit a complete response to each of the questions listed below. Responses requiring additional space should be brief and submitted as an attachment to your bid package.

**Company Profile**

Number of years in Business: \_\_\_\_\_

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a Contract with Marshall University.

Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify circumstances, and prospects for resolution.

Provide a customer reference list of no less than three (3) organizations with whom Bidder currently has contracts with and/or has previously fabricated and installed signage of equal type and scope within the past five (5) years. Reference list to include, company name, contact

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person, and telephone number, description of products and services provided, and length of business relationship.

Does any relationship exist whether by relative, business associate, capital funding agreement or any other such kinship exist between your company and Marshall University? If yes, please explain.

General RequirementsService Support and Warranty

Provide a list, description, and scope of all extended manufacturer's warranties and their annual cost beyond the one year on-site warranty required herein.

Provide a schedule of your on-site service hours and the response time.

Does your company's products/services require any preventative maintenance? If so, please describe the frequency, scope and cost.

Quality Assurance

Describe your company's quality assurance program, what is your company's requirements, and how are they measured.

**DELIVERY**

All products shall be delivered F.O.B. Destination, Full Freight Allowed and not invoiced, Title passes upon delivery. Seller is responsible for all freight costs.

In no event shall product substitutions or changes be permitted without the express written authorization of the Purchasing Department. All such authorization shall be in the form of a Change Order.

Failure of the Seller to notify Marshall University sufficiently in advance of inability to complete shipment within the delivery schedule, shall grant the University the option of canceling the order, purchasing from the best available source, and charging the Seller the difference between the Contract price and actual purchase, if any, plus cost of handling.



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In addition to the warranties set forth per the attached Marshall University Standard Terms and Conditions, Seller warrants all items against defects in materials, workmanship and quality.

Seller agrees to repair or replace all defective equipment, or component thereof, promptly without any additional cost to Marshall University, excepting those failures attributable due to accident, fire, or negligence on the part of Marshall University.

For purchased equipment, all components and accessories shall carry, at the minimum, a one (1) year on-site warranty.

Marshall University requires that warranty coverage shall not commence until thirty (30) calendar days from the acceptance of goods.

Warranty service will be performed on an on-site basis at Marshall University's campus during the work hours as stated.

Without additional cost to the Owner, repair or replace any defective signs or hardware which develop during the warranty period, repair any damage to other work due to such imperfections, and provide labor for reinstallation as required

## PURCHASE ORDER STANDARD TERMS AND CONDITIONS

1. **ACCEPTANCE:** Vendor shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Vendor are objected to and are hereby rejected, unless otherwise provided for in writing by the Institution and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the Higher Education Policy Commission shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Vendor without the Institution's consent.
4. **INSTITUTION:** For the purposes of these Terms and Conditions, the "Institution" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Vendor.
5. **CANCELLATION:** The Institution may cancel any Purchase Order/Contract upon 30 days written notice to the Vendor.
6. **COMPLIANCE:** Vendor shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the W. Va. Division of Labor, if applicable.
7. **DELIVERY:** For exceptions to the delivery date as specified in the Order, the Vendor shall give prior notification and obtain the approval of the Institution. Time is of the essence of this Order and it is subject to termination by the Institution for failure to deliver on time.
8. **DISPUTES:** Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
9. **HOLD HARMLESS:** The Institution will not agree to hold the Vendor or any other party harmless because such agreement is not consistent with state law.
10. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Institution.
11. **NON-FUNDING:** All services performed or goods delivered under this Purchase Order/Contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
12. **ORDER NUMBERS:** Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and correspondence.
13. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.
14. **RENEWAL:** The Contract may be renewed only upon mutual written agreement of the parties.
15. **REJECTION:** All goods or materials purchased herein are subject to approval of the Institution. Any rejection of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, whether held by the Institution or returned to the Vendor, will be at the Vendor's risk and expense.
16. **VENDOR:** For the purposes of these Terms and Conditions, the "Vendor" means the vendor whose quotation, bid, proposal or expression of interest has been accepted and has received a lawfully issued Purchase Order from the Institution.
17. **SHIPPING, PACKING, BILLING & PRICING:** Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Institution.
18. **TAXES:** The State of West Virginia (the Institution) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
19. **TERMINATION:** In the event of a breach by the Vendor of any of the provisions of this contract, the Institution reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Vendor. The Vendor shall be liable for damages suffered by the Institution resulting from the Vendor's breach of contract.
20. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Institution; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.

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	Signage	Color	Size	Price
1	Restroom Mens/Womens with ADA Symbols	Green/White	8X8	
2	Restroom Mens/Womens with ADA Symbols	Green/White	9X9	
3	Restroom Unisex	Green/White	8X8	
4	Restroom Unisex	Green/White	9X9	
5	Classroom no slider, meet ADA Standards	Green/White	5X7	
6	Administrative w/1 slider, meet ADA	Green/White	5X7	
7	Administrative w/2 slider, meet ADA	Green/White	5X7	
8	Administrative w/1 slider, meet ADA	Green/White	7X7	
9	Administrative w/2 slider, meet ADA	Green/White	7X7	
10	Service Rooms w/Room Numbers	Green/White	5X7	
11	Campus Map Exterior Directional Signs	Green Trim/White Background w/color map features	Standard size	
12	Directory Large	Green/White	14X33	
13	Directory Small	Green/White	14X18	
14	Word Template for Sliders		Various Size	

Approximately 100 different signs will be purchased during a fiscal year. This number may change due to the needs of the University.

Vendor must submit a quotation for additional work to be approved by the Physical Plant Department and the Office of Purchasing. The 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 for the “best interests” of the University.

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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 and Materials Management 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.

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

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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: \_\_\_\_\_. <http://www.state.wv.us/admin/purchase/vrc/wv1.pdf>

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.

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## CONTRACTOR'S LICENSE

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 Contractor's Licensing Board is empowered to issue the contractor's license. Application for a contractor's license may be made by contacting the West Virginia Division of Labor, Building 6, Room 749B, Capitol Complex, Charleston, WV. 304-558-7890.

West Virginia State Code §21-11-11 requires any prospective bidder to include the contractor's license number on their bid.

Bidders to Complete: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_

The successful bidder will be required to furnish a copy of their contractor's license prior to issuance of a Purchase Order/Contract.

## 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 State Tax Department	(304) 558-3333	Office of Insurance Commission Workers' Comp.	(304) 558-6279 x1202
Workforce West Virginia	(304) 558-2677	Secretary of State	(304) 558-8000
West Virginia Division 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) 558-3789.

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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.

## DOMESTIC ALUMINUM, GLASS, &amp; 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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OF CONSTRUCTION PROJECT ADENDA

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

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 Marshall University, Office of Purchasing

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.

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.: MU17SIGNAGE

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. 5	
No. 2		No. 6	
No. 3		No. 7	
No. 4		No. 8	

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

## PURCHASING CONTINUATION SHEET

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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.

## PURCHASING CONTINUATION SHEET

Vendor: \_\_\_\_\_

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## 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. 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 or storage of materials.

Contractor shall be responsible for furnishing trash dumpsters, recycling bins, temporary security fencing, temporary air-tight partitions temporary fire protection, etc., as may be required to carry out demolition and roofing operations.

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

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.

Construction-related access to the site shall be via the designated entrance at each location. It shall be the responsibility of the Contractor to prevent damage to the existing paving and building systems and to repair any and all damages. Any loss or damage to the Owner's property caused by the Contractor or his forces shall be repaired or replaced at no cost to the Owner. Grounds shall be restored to their original condition at the completion of the Project. Remove all fences, barricades, etc. Replace all vegetation damaged by demolition operations, including grass, shrubs, and trees, to the satisfaction of the Owner.

The Contractor shall remove trash and rubbish from the Owner's premises at the end of each work day. This shall mean that these materials shall be cleaned from the grounds and shall not be left in areas or locations other than containers specified for this purpose.

## PURCHASING CONTINUATION SHEET

Vendor: \_\_\_\_\_ Page No. 19 RFB MU17SIGNAGE

The Contractor agrees to cooperate and Work with the Owner to protect and limit exposure of students and employees from exposure to construction traffic, noise, and other elements which may prove disruptive or dangerous.

## OWNER OCCUPANCY

Partial Owner Occupancy: The Owner shall occupy the site and existing building 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.

Conduct - Contractor shall ensure that his forces conduct their work in a professional and workmanlike manner. The University expects that work of the highest quality shall 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.

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.

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

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 - This contract is to be performed within 45 days after the notice to proceed is received. Owner shall give start dates at pre-bid. The fully executed purchase order will be considered notice to proceed. The open-end portion of the contract becomes effective July 1, 2016.

## PURCHASING CONTINUATION SHEET

Vendor: \_\_\_\_\_ Page No. 20 RFB MU17SIGNAGE

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.

The Contractor - 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.

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

Insurance - Successful vendor shall furnish proof of coverage of commercial general liability insurance prior to issuance of a contract.

Certificate of Insurance – Seller shall, prior to commencement of work, provide Marshall University with Certificates of Insurance in the amounts stated in the attached samples and shall maintain such coverage in effect for the full duration of this Contract. Certificates evidencing such coverage must be furnished to the University prior to the start of service. The Certificates shall be provided by the Insurance Carrier and name MARSHALL UNIVERSITY as holder and additionally insured. Certificates shall not be cancelable without thirty (30) days prior written notice.

Bond - Contractor shall post a bond for the amount bid on.

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

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

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

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.

## PURCHASING CONTINUATION SHEET

Vendor: \_\_\_\_\_

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## Project Closeout and Payment

Payment - the vendor shall submit 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.

All charges for expenses which are permitted by this Contract must be supported with itemized receipts. Invoices must reference the Marshall University Purchase Order Number and must agree in every detail with the purchase order. Following receipt of a properly submitted invoice, payment will be remitted within thirty (30) days. In order to receive prompt payment within thirty (30) days of receipt of an invoice, please submit an invoice that includes, at a minimum, the following information:

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.

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.

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).
- Owner Approval and Pay Application - company invoice detailing total cost including original purchase order cost not to exceed quoted value. Submit any previously approved change orders to the scope of the work.

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.

## 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.

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

**BID BOND PREPARATION INSTRUCTIONS**

AGENCY (A) \_\_\_\_\_  
 RFQ/RFP# (B) \_\_\_\_\_

**Bid Bond**

- (A) WV State Agency  
(Stated on Page 1 "Spending Unit")
- (B) Request for Quotation Number (upper right corner of page #1)
- (C) Your Business Entity Name (or Individual Name if Sole Proprietor)
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety's Principal Office
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in numbers
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Business Entity (or Individual Name if Sole Proprietor)
- (R) Seal of Principal
- (S) Signature of President, Vice President, or Authorized Agent
- (T) Title of Person Signing for Principal
- (U) Seal of Surety
- (V) Name of Surety
- (W) Signature of Attorney in Fact of the Surety

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_ (C) of \_\_\_\_\_ (D), \_\_\_\_\_ (E), as Principal, and \_\_\_\_\_ (F) of \_\_\_\_\_ (G), \_\_\_\_\_ (H), a corporation organized and existing under the laws of the State of \_\_\_\_\_ (I) with its principal office in the City of \_\_\_\_\_ (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (K) (\$ \_\_\_\_\_ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for \_\_\_\_\_ (M)

**NOW THEREFORE**

(a) If said bid shall be rejected, or  
 (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Obligee may accept such bid: and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the \_\_\_\_\_ (N) day of \_\_\_\_\_ (O), 20\_\_\_\_ (P).

Principal Seal \_\_\_\_\_ (Q)  
 (Name of Principal)

(R)

By \_\_\_\_\_ (S)  
 (Must be President, Vice President, or Duly Authorized Agent)

\_\_\_\_\_  
 Title

Surety Seal \_\_\_\_\_ (V)  
 (Name of Surety)

(U)

\_\_\_\_\_  
 Attorney-in-Fact

NOTE 1: **Dated Power of Attorney with Surety Seal must accompany this bid bond.**

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.**



Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
\_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal  
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform  
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in  
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no  
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Must be President, Vice President, or  
Duly Authorized Agent)

\_\_\_\_\_  
(Title)

Surety Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and  
must attach a power of attorney with its seal affixed.**

<b>ACORD™ CERTIFICATE OF PROPERTY INSURANCE</b>		DATE
PRODUCER  INSURANCE AGENCY'S NAME AND ADDRESS	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED  CONTRACTOR'S NAME AND ADDRESS	<b>COMPANIES AFFORDING COVERAGE</b>	
	COMPANY A INSURER'S NAME	
	COMPANY B	
	COMPANY C	
COMPANY D		

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> FLOOD				<input type="checkbox"/> BUILDING <input type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> EXTRA EXPENSE <input type="checkbox"/> BLANKET BUILDING <input type="checkbox"/> BLANKET PERS PROP <input type="checkbox"/> BLANKET BLDG & PP <input type="checkbox"/> <input type="checkbox"/>	\$ \$ \$ \$ \$ \$ \$ \$
A	<input checked="" type="checkbox"/> INLAND MARINE TYPE OF POLICY Inst/Builder's Risk CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS <input type="checkbox"/> OTHER	(if applicable)			<input checked="" type="checkbox"/> BUILDING <input checked="" type="checkbox"/> TRANSIT <input checked="" type="checkbox"/> OFF-SITE <input type="checkbox"/> STORAGE	CONTRACT AMT. \$ 20% \$ 20% \$ \$
	<input type="checkbox"/> CRIME TYPE OF POLICY					\$ \$ \$
	<input type="checkbox"/> BOILER & MACHINERY					\$ \$
	<input type="checkbox"/> OTHER					

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY

PROJECT NAME AND ADDRESS

SPECIAL CONDITIONS/OTHER COVERAGES

MARSHALL UNIVERSITY IS AN ADDITIONAL INSURED.

<b>CERTIFICATE HOLDER</b>  MARSHALL UNIVERSITY ONE JOHN MARSHALL DRIVE HUNTINGTON, WV 25755	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER  INSURANCE AGENCY'S NAME AND ADDRESS	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED  CONTRACTOR'S NAME AND ADDRESS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: INSURER'S NAME</td> <td></td> </tr> <tr> <td>INSURER B: INSURER'S NAME</td> <td></td> </tr> <tr> <td>INSURER C: INSURER'S NAME</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: INSURER'S NAME		INSURER B: INSURER'S NAME		INSURER C: INSURER'S NAME		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
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INSURER C: INSURER'S NAME													
INSURER D:													
INSURER E:													

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below				<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Employers liability includes coverage for W. Va. Code §23-4-2 (Mandolidis). Owner, Architect and Architect's Consultants are to be named as additional insureds. (Insert project's name and address)

<b>CERTIFICATE HOLDER</b>  MARSHALL UNIVERSITY ONE JOHN MARSHALL DRIVE HUNTINGTON, WV 25755	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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** \_\_\_\_\_

*Purchasing Affidavit (Revised 08/01/2015)*



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

**STATE OF WEST VIRGINIA,**

**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 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: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Company Name: \_\_\_\_\_

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.**

**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**

**VENDOR**

Spending Unit: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

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

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

## 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
Bid	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/1356>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **May 26, 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>