Purchase Order

Marshall University
Office of Purchasing
One John Marshall Drive
Huntington WV, 25755-4100
Direct all inquiries regarding this order to: (304) 696-2823

Purchase Order # MU17SIGNS

TO:

Paris Signs
2400 5th Street Road
Huntington WV 25701

FEIN: 55 0757251 PH: 304-522-7503

Vendor Code:

Ship to: n/a

Room # n/a

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

WVFIMS Account #:

P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	Contract #
8/26/16	17	jb				

CONTRACT ACCEPTANCE

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

signed by Wade Murphy

Title Sales

on May 16, 2016

Approved as to sufficiency of form and manner of execution this n/a day of n/a, 2014.

n/a
Attorney General of the State of West Virginia

By: n/a
Chief Counsel

Design, Fabrication, and Installation of Interior, Exterior Signage and Wayfinding Systems.
Effective: September 1, 2016 - August 31, 2017
with the option to renew annually for four (4) additional years.

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

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

Total: Open End

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

Authorized Signature 9-8-16 Date

BOG 35

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.

SCOPE OF WORK

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.

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

DESIGN REQUIREMENTS

Marshall University is interested in establishing a contract with Paris Signs 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.
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 Paris Signs 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. Paris Signs 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.

QUALITY CONTROL

Pairs Signs 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.

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.

WARRANTY

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.

PRICING

	Signage	Color	Size	Price
1	Restroom Mens/Womens with ADA Symbols	Green/White	8X8	$ 57.00
2	Restroom Mens/Womens with ADA Symbols	Green/White	9X9	$ 64.00
3	Restroom Unisex	Green/White	8X8	$ 57.00
4	Restroom Unisex	Green/White	9X9	$ 64.00
5	Classroom no slider, meet ADA Standards	Green/White	5X7	$ 48.50
6	Administrative w/1 slider, meet ADA	Green/White	5X7	$ 60.00
7	Administrative w/2 slider, meet ADA	Green/White	5X7	$ 60.00
8	Administrative w/1 slider, meet ADA	Green/White	7X7	$ 67.50
9	Administrative w/2 slider, meet ADA	Green/White	7X7	$ 67.50
10	Service Rooms w/Room Numbers	Green/White	5X7	$ 48.50
11	Campus Map Exterior Directional Signs	Green Trim/White Background w/color map features	Standard size	$ 66.52 Per Unit
12	Directory Large	Green/White	14X33	$224.00
13	Directory Small	Green/White	14X18	$192.00
14	Word Template for Sliders		Various Size	$ 0.00

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.

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, it 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 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.

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.

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.

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.

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.

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.

3. Confine operations to areas within Contract limits.

4. 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.

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 September 1, 2016.

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.

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.

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 9/1/16 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.