_	hase nge Ro	equest		SHALL SHALL	Office One John	all University of Purchasin of Marshall Do on, WV 25755	g rive	Orde	r# IVACSYSTS co6
FY 26	Buyer	Date 11/24	/2025	Accou Varies		P.O. Date 01/24/2020		Contract	CSYSTS co6
Documer Requis Regula Contra	nt sition (Cance ar Purchase (act Purchase End Contrac	ellation only) Order Order		7 3.100	Document Action ☐ Cancellation ☐ Increase/Decreas ☐ Unused Balance ☐ Freight ☐ Renewal ☐ Extension Error		Chang	n Total Amorge of Accounge of Vendor	unt
Maso 301 S St. All	n & Barry Smiley Driv bans, WV	25117	Vend		000000200806	BOG		niversity	
Item#	-755-0781 Ouantity	Fax			N# 550436919 cription of Change			Unit Price	Extended Price
	Change Order # 6 Comprehensive Full-Service Inspection, Maintenance, and Repair To make the following changes according to all terms, condispecifications contained in the original contract including all orders. 1. To extend the contract to allow time to evaluate for and consolicitation options. No change in pricing. See attached prices. Renewal Period: January 1, 2026, through June 30, 2026 Renewal Number: Four (4) of Four (4) Renewals Remaining: Zero (0) one-year renewal remaining Extension Number: One (1) Vendor Contact: Terry Vaughan tvaughan@masonbarry.coraccounting@masonbarry.com					all authorized d consider cor oricing from C 6	change npetitive		
Dangan fo	r Change: 1	To extend the	contrac	et to allo	w time to evaluate f	or and	Previous To	otal \$	Onen-End

consider competitive solicitation options. No change in pricing. See attached pricing from Change Order 5.

Approved:	Michelle M. Roolan	12.04.2025
	Authorized Signature	Date
	N/A	
	Attorney General if required	Date

Increase

Decrease

New Total

\$ Open-End

301 Smiley Drive ♦ St. Albans, WV 25177 ♦ (304) 755-0781 ♦ FAX (304)755-4010



Service Agreement

To:	Marshall University	Date:	1-11-2023
Address	One John Marshall Drive	Quote:	T-11123-2
	Huntington, WV 25755-4300	Site:	Visual Arts Center, Old Main, Weisburg Applied Engineering Complex, and Drinko Library

Mason & Barry will provide the services described in the maintenance program and schedules indicated hereafter, which are attached hereto and made a part of this agreement. The terms and conditions and general provisions are set forth on the following maintenance.

SERVICES PROVIDED:

HVAC preventive maintenance and corrective action program for attached equipment list. Proposal also includes two Daikin VRV Service Checker Reports per year.

Contract Coverage will commence effective <u>1-1-2023</u>. Contract Price is <u>See Pricing Page</u> annually.

Price of this agreement is in effect for 15 days from original date (see above).

SALES TAX NOT INCLUDED UNLESS OTHERWISE SPECIFIED

Marshall University

1-11-2023

Date

MASON & BARRY, INC.

HVAC Colutions

This offer will become a contract between us by your execution of the acceptance form above. By accepting this offer you assent to the terms and conditions of sale set forth on the reverse side thereof as well as those set forth on the face thereof. Any different or additional terms or conditions set forth in any acceptance of this offer or contained in any documents submitted by you in response to this offer are hereby objected to and rejected.

Proposal for: Marshall University Proposal Number: 11123-2 Page 2 January 11, 2023

MAINTENANCE PROGRAM

Mason and Barry's professional maintenance program has been developed to meet the needs of our customers varying requirements. Our maintenance tasking and scheduling is based upon manufacturer's recommendations, type of equipment, usage of equipment, environment, run time, and Mason & Barry's own experience. A signed service report is left with customer on each visit. Services provided by this agreement apply to equipment listed on Schedule A. Services include, but are not limited to the following:

TEST AND INSPECTION: Costs related to travel time, labor, vehicle expenses, living expenses that are necessary to test and inspect equipment listed on Schedule A. Tasks typically included are:

Visually INSPECTING for components that are defective or worn parts, such as contactors and relays, motors, drives, and belts, seal condition, fluid or refrigerant leakage, flame composition and shape and soot buildup. TEST for proper operation of equipment, such as proper refrigerant charge, crankcase heater operation, acid test refrigerant oil, proper motor operation, fan rotation, proper operation of safety controls, proper temperature control operation.

PREVENTIVE MAINTENANCE: Costs related to travel time, labor, job travel and living expenses that are necessary to furnish maintenance to equipment listed on Schedule A. Tasks* typically included are:

CLEANING of burners, flame sensors, cooling tower baffles, basins and floats, condenser and boiler tubes, electrical contacts, coil surfaces, fan impellers and blades, dampers and linkages. ADJUSTMENT of drive couplings, belt drives and tension, super heat, fan RPM, set point of controls, compressor staging, damper closeout, floats operation, damper settings. LUBRICATING fans, pumps, motors, bearings, damper linkages, valve stems. CALIBRATING temperature, pressure and safety controls. TIGHTENING loose components such as damper blades and linkages, mounting bolts, pipe clamps, electrical connections, etc.

REPAIR AND REPLACEMENT: Costs related to travel time, labor, vehicle expenses, living expenses, and component costs as necessary to repair or replace components in equipment, as listed on Schedule A. Tasks* typically included are removal and replacement of defective components and/or parts.

TROUBLE CALLS: Labor, travel time, vehicle expenses, and living expenses, including overtime, that are necessary to respond to breakdowns of equipment listed on Schedule A.

PARTS, COMPONENTS, AND SUPPLIES. The cost of components, parts, and supplies, as necessary to ensure proper operation of equipment listed on Schedule A.

*Note: All listed tasks may not be applicable, depending upon equipment listed on Schedules.

Proposal for: Marshall University Proposal Number: 11123-2 Page 3 January 11, 2023

MAINTENANCE PROGRAM

Schedule A Inventory of Equipment

Qty	Component	Manufacturer	Model	Rating	Schedule
	Old Main				
1	Heat Pump	Daikin	REYQ168TTJU		Quarterly
1	Heat Pump	Daikin	REYQ72XATJU	ŀ	Quarterly
1	Heat Pump	Daikin	RK24NMVJU		Quarterly
4	Indoor Unit	Daikin			Quarterly
4	Indoor Unit	Daikin			Quarterly
8	Condensate Pump	Daikin			Semi-Annually
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Proposal for: Marshall University Proposal Number: 11123-2 Page 4 January 11, 2023

MAINTENANCE PROGRAM

Schedule A Inventory of Equipment

Qty	Component	Manufacturer	Model	Rating	Location
	Visual Arts				
1	MAU	Aaon	RN-070-8-O-EA093E9		Quarterly
1	MAU	Aaon	RN-040-8-O-EA093C9		Quarterly
1	MAU	Aaon	RN-040-8-O-EB093C9		Quarterly
1	MAU	Aaon	RN-048-O-EB093D9		Quarterly
1	Outdoor Unit 1	Daikin	REYQ312PBTJ		Quarterly
1	Outdoor Unit 2	Daikin	REYQ168PBTJ		Quarterly
1	Outdoor Unit 3	Daikin	REYQ312PBTJ		Quarterly
1	Outdoor Unit 4	Daikin	REYQ312PBTJ		Quarterly
1	Outdoor Unit 5	Daikin	REYQ336PBTJ		Quarterly
1	Outdoor Unit 6	Daikin	REYQ288PBTJ		Quarterly
1	Outdoor Unit 7	Daikin	REYQ336PBTJ		Quarterly
6	BS Box	Daikin	BSV4Q36PVJU	i	Quarterly
5	BS Box	Daikin	BSV6Q36PVJU		Quarterly
13	BS Box	Daikin	BSVQ36PVJU		Quarterly
7	BS Box	Daikin	BSVQ60PVJU		Quarterly
5	BS Box	Daikin	BSVQ96PVJU		Quarterly
1	2'x2' Ceiling Cassette	Daikin	FXZQ07M7VJU		Quarterly
1	2'x2' Ceiling Cassette	Daikin	FXZQ12M7VJU		Quarterly
37	Wall Mounted Indoor Unit	Dakin	FXAQ07PVJU		Quarterly
5	Wall Mounted Indoor Unit	Daikin	FXAQ09PVJU		Quarterly
20	Wall Mounted Indoor Unit	Daikin	FXAQ18PVJU		Quarterly
1	3'x3' Ceiling Cassette	Daikin	FXFQ18PVJU		Quarterly
5	Ceiling Suspended Indoor Unit	Daikin	FXHQ12MVMVJU		Quarterly
26	Ceiling Suspended Indoor Unit	Daikin	FXHQ24MVJU		Quarterly
	Ceiling Suspended Indoor Unit	Daikin	FXHQ36MVJU		Quarterly
110	Condensate Pump	Daikin			Semi-Annually
- 1	•				

Proposal for: Marshall University Proposal Number: 11123-2 Page 5 January 11, 2023

MAINTENANCE PROGRAM

Schedule A Inventory of Equipment

Qty	Component	Manufacturer	Model	Rating	Location
	Drinko Library				
1	MAU - East	Liebert	DS105ASAOSS 45A		Quarterly
1	MAU - West	Liebert	DS105ASAOSS289A		Quarterly
1	Outdoor Unit - East	Liebert	TCDV415-A		Quarterly
1	Outdoor Unit – West	Liebert	TCDV415-A		Quarterly
1	AHU	Daikin	FXMQ72MVJU		Quarterly
1	Outdoor Unit	Daikin	RXYQ72PAYD		Quarterly
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Proposal for: Marshall University Proposal Number: 11123-2 Page 6 January 11, 2023

MAINTENANCE PROGRAM

Schedule A Inventory of Equipment

Qty	Component	Manufacturer	Model	Rating	Location
	Weisberg Applied				
	Engineering Complex				
2	Condensing Units OD-1	Daikin	REMQ120PBYD		Quarterly
3	BS Boxes	Daikin	BSVQ60PVJU		Quarterly
3	BS Boxes	Daikin	BSVQ36PVJU	1	Quarterly
6	Indoor Units	Daikin	FXFQ24PVJU		Quarterly
8	Indoor Units	Daikin	FXZQ07MUJU9		Quarterly
1	Indoor Unit	Daikin	FXZQ12MUJU9	1	Quarterly
1	Indoor Unit	Daikin	FXAQ09PVJU1		Quarterly
1	Condensing Unit OD-2	Daikin	REMQ72PBYD		Quarterly
1	Condensing Unit OD-2	Daikin	REMQ120PBYD		Quarterly
1	Condensing Unit OD-2	Daikin	REMQ96PBYD		Quarterly
4	BS Boxes	Daikin	BSVQ60PVJU		Quarterly
3	BS Boxes	Daikin	BSVQ36PVJU		Quarterly
10	Indoor Units	Daikin	FXFQ24PVJU		Quarterly
1	Indoor Units	Daikin	FXAQ18PVJU		Quarterly
2	Indoor Units	Daikin	FXZQ07MVJU9		Quarterly
1	Condensing Unit OD-3	Daikin	REMQ96PBYD		Quarterly
1	Condensing Unit OD-3	Daikin	REMQ72PBYD		Quarterly
1	Condensing Unit OD-3	Daikin	REMQ120PBYD		Quarterly
4	BS Boxes	Dakin	BSV4Q36PVJU		Quarterly
2	BS Boxes	Daikin	BSVQ96PVJU		Quarterly
1	Indoor Unit	Daikin	FXFQ36PVJU		Quarterly
14	Indoor Units	Daikin	FXZQ07MUJU9		Quarterly
1	Indoor Unit	Daikin	FXZQ18MVJU9		Quarterly
1	Indoor Unit	Daikin	FXFQ24PVJU		Quarterly
1	Indoor Unit	Daikin	FXAQ09PVJU		Quarterly
ı	Condensing Unit OD-4	Daikin	REMQ96PBYD		Quarterly
1	Condensing Unit OD-4	Daikin	REMQ120PBYD		Quarterly
	Condensing Unit OD-4	Daikin	REMQ72PBYD	1	Quarterly
3	BS Boxes	Daikin	BSVQ36PVJU	1	Quarterly
	BS Boxes	Daikin	BSV4Q36PVJU		Quarterly
	BS Boxes	Daikin	BSVQ60PVJU		Quarterly
7	Indoor Units	Daikin	FXZQ07MVJU9		Quarterly
2	Indoor Units	Daikin	FXAQ18PVJU		Quarterly
	Indoor Units	Daikin	FXZQ12MVJU9		Quarterly
	Indoor Units	Daikin	FXFQ24PVJU		Quarterly
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Proposal for: Marshall University Proposal Number: 11123-2 Page 7 January 11, 2023

MAINTENANCE PROGRAM

Schedule A Inventory of Equipment

Component	Manufacturer	Model	Rating	Location
Weisberg Applied				
	I	1		Quarterly
	····	1		Quarterly
1		1		Quarterly
	Daikin	1 .		Quarterly
Indoor Unit	Daikin	FXFQ24PVJU		Quarterly
Indoor Units	Daikin	FXZQ07MVJU9		Quarterly
Indoor Unit	Daikin	FXZQ18MVJU9		Quarterly
Indoor Unit	Daikin	FXAQ09PVJU9		Quarterly
	Daikin	REMQ96PBYD		Quarterly
	Daikin	REMQ120PBYD		Quarterly
4	Daikin	•		Quarterly
Indoor Units	Daikin	FXFQ24PVJU		Quarterly
Indoor Units	Daikin	FXZQ07MVJU9		Quarterly
Indoor Units	Daikin	FXZQ18MVJU9		Quarterly
Indoor Unit	Daikin	FXAQ18PVJU		Quarterly
Indoor Units	Daikin	FXFQ36PVJU		Quarterly
Indoor Units	Daikin	FXFQ12PVJU		Quarterly
Condensing Unit OD-7	Daikin	REMQ72PBYD		Quarterly
Condensing Units OD-7	Dakin	REMQ96PBYD		Quarterly
BS Boxes	Daikin	BSVQ60PVJU		Quarterly
BS Boxes	Daikin	BSV4QPVJU		Quarterly
Indoor Units	Daikin	FXZQ09MVJU9		Quarterly
Indoor Units	Daikin	FXZQ07MVJU9		Quarterly
Indoor Units	Daikin	FXZQ18MVJU		Quarterly
Condensing Units OD-8	Daikin	REMQ96PBYD		Quarterly
BS Boxes	Daikin ·	BSVQ36PVJU		Quarterly
BS Box	Daikin	BSV4Q36PVJU		Quarterly
BS Boxes	Daikin	BSV6Q36PVJU		Quarterly
Indoor Unit	Daikin	FXFQ18PVJU		Quarterly
Indoor Unit	Daikin	FXZQ09MVJU		Quarterly
Indoor Unit	Daikin	FXZQ07MVJU		Quarterly
Indoor Unit	Daikin	FXZQ12MVJU9		Quarterly
Indoor Units	Daikin	FXZQ07MVJU9		Quarterly
	Engineering Complex (continued) Condensing Unit OD-5 Condensing Unit OD-5 BS Boxes BS Boxes Indoor Unit Indoor Units Indoor Unit Indoor Unit Condensing Units OD-6 Condensing Unit OD-6 BS Boxes Indoor Units Condensing Unit OD-7 Condensing Units OD-7 BS Boxes BS Boxes Indoor Units ndoor Unit Indoor Unit Indoor Unit Indoor Unit Indoor Unit	Engineering Complex (continued) Condensing Unit OD-5 Condensing Unit OD-5 BS Boxes BS Boxes Indoor Unit Indoor Unit Indoor Unit Indoor Unit Condensing Unit OD-6 BS Boxes Indoor Units BS Boxes BS Boxes Indoor Units ndoor Unit Indoo	Engineering Complex (continued) Condensing Unit OD-5 Condensing Unit OD-5 BS Boxes BS Boxes Daikin BSV4Q36PVJU Indoor Unit Indoor Units Indoor Unit Indoor Unit Daikin Dai	Engineering Complex (continued) Condensing Unit OD-5 Condensing Unit OD-5 BS Boxes BS Boxes Daikin BSV4Q36PVJU BS Boxes Daikin BSVQ36PVJU Indoor Unit Indoor Unit Indoor Unit Indoor Unit Condensing Unit OD-6 BS Boxes Daikin Daikin FXFQ24PVJU Daikin FXZQ18MVJU9 Daikin FXAQ09PVJU9 Daikin FXAQ09PVJU9 Daikin FXAQ09PVJU9 Daikin Condensing Unit OD-6 BS Boxes Daikin Daikin BSVQ338PVJU Indoor Units Daikin Indoor Units Daikin Indoor Units Daikin FXFQ24PVJU Daikin FXFQ24PVJU Daikin FXFQ24PVJU Daikin FXFQ38PVJU Indoor Units Daikin FXAQ18PVJU Daikin FXFQ38PVJU Daikin BSVQ60PVJU Daikin BSVQ60PVJU Daikin BSVQ60PVJU Daikin BSVQ60PVJU Daikin FXZQ07MVJU9 Daikin FXZQ07MVJU9 Daikin BSVQ60PVJU Daikin FXZQ07MVJU9 Daikin FXZQ09MVJU9 Daikin FXZQ07MVJU9 Daikin FXZQ07MVJU9 Daikin FXZQ07MVJU9 Daikin FXZQ07MVJU9 Daikin FXZQ09MVJU9 Daikin BS Boxes Daikin BSVQ36PVJU Daikin FXZQ07MVJU9 Daikin FXZQ09MVJU Indoor Unit Daikin FXZQ09MVJU Indoor Unit Daikin FXZQ09MVJU Indoor Unit Daikin FXZQ09MVJU Indoor Unit Daikin FXZQ09MVJU Daikin FXZQ09MVJU Indoor Unit Daikin FXZQ09MVJU Daikin FXZQ09MVJU Daikin FXZQ00MVJU

Proposal for: Marshall University Proposal Number: 11123-2 Page 8 January 11, 2023

MAINTENANCE PROGRAM

Schedule A Inventory of Equipment

Qty	Component	Manufacturer	Model	Rating	Location
1 2 3 1 3 10 1 1	Weisberg Applied Engineering Complex (continued) Condensing Unit OD-9 BS Boxes BS Boxes Indoor Unit Indoor Units Indoor Units Indoor Unit Indoor Unit Condensate Pumps	Daikin Daikin Daikin Daikin Daikin Daikin Daikin Daikin Daikin	REMQ120PBYD BSVQ96PVJU BSV4Q36PVJU FXFQ09PVJU FXFQ36PVJU FXZQ07MVJU9 FXZQ15MVJU9 FXAQ18PVJU		Quarterly Quarterly Quarterly Quarterly Quarterly Quarterly Quarterly Quarterly Quarterly Semi-Annually
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Proposal for: Marshall University Proposal Number: 11123-2 Page 9 January 11, 2023

MAINTENANCE PROGRAM

Schedule B **Air Filter Service**

	<u> </u>	TULIIISII	and ins	tall 8	all litte	r materi	Lal(s) a	s listed below
Qty	Unit			Size		Туре		s listed below Changes/Yr.
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Proposal for: Marshall University Proposal Number: 11123-2 Page 10 January 11, 2023

MAINTENANCE PROGRAM

Schedule C

Special Services/Conditions

- 1) Excludes power distribution including but not limited to wiring, breakers, etc.
- 2) This agreement is a continuation of the original contract.
- 3) Proposal does not include complete unit replacement including but not limited to air handlers, unit ventilators, rooftop units, etc.
- 4) Excludes power distribution including but not limited to wiring, breakers, etc.
- 5) Excludes filters.

Proposal for: Marshall University Proposal Number: 11123-2 Page 11 January 11, 2023

Price Breakdown

Visual Arts

Quarterly	\$7,431.00
Semi-Annual	\$14,862.00
Annual	\$29,724.00

Old Main

Quarterly	\$3,116.00
Semi-Annual	\$6,232.00
Annual	\$12,464.00

Weisburg Applied Engineering Complex

Quarterly	\$9,587.00
Semi-Annual	\$19,174.00
Annual	\$38,348,00

Drinko Library

Quarterly	\$3,835.00
Semi-Annual	\$7,670.00
Annual	\$15,340,00

Contract Total \$95,876.00

Proposal for: Marshall University Proposal Number: 11123-2 Page 12 January 11, 2023

General Provisions

- 1. Normal working hours is defined as 8:00am to 5:00pm Monday through Friday excluding holidays.
- 2. Reasonable means of access to the equipment being inspected shall be provided and Mason & Barry, Inc. shall be permitted to start and stop all equipment as necessary to perform agreed upon services as arranged with owner representative.
- 3. Mason & Barry, Inc. shall use ordinary care in performing the preventative maintenance inspection service, and repair, but shall not be liable for failure to discover conditions necessitating repairs or replacement, nor shall any Inspection be construed as an approval or guarantee of the equipment. Mason & Barry, Inc. makes no other warranties, express or implied.
- 4. Responsibility for injury to persons or property by Mason & Barry, Inc. shall be limited to injury caused directly by the negligence of its representative while performing operations under this agreement. In no event shall Mason & Barry, Inc. be liable for incidental or consequential damages of any nature whatsoever.
- Mason &Barry, Inc. shall not be liable for repairs to any equipment damaged by reason of negligence, faulty system design, misuse, acts of God, war, lightning, power fluctuations, or conditions caused beyond the reasonable control of Mason & Barry, Inc.
- 6. Work or changes, which might be required by government regulations, codes, or insurance company requirements at some future date, are not covered under this Agreement.
- 7. This agreement may be adjusted yearly. Such adjustment shall be consistent with current labor and material costs. Notice of such adjustment for a succeeding year shall be sent prior to the anniversary date and prior to contract renewal.
- 8. Prior Termination: It is understood and agreed that this agreement may be terminated by either party hereto upon ninety (90) days written notice to the other party via certified mail.
- 9. One year from date hereof, contract shall automatically be renewed for additional consecutive one (1) year terms(s) unless sooner terminated in accordance with this agreement. Owner shall be notified thirty (30) days in advance of renewal.
- 10. This agreement applies only to the maintainable portions of the system(s). Repair or replacement of non-maintainable parts such as boiler shell and tubes, boiler refractory material, cabinets, duct work, heat exchangers, piping, tube bundles, valve bodies, coils, oil storage tanks, structural supports, main power service, electric disconnects, wiring, and other similar items are excluded.
- 11. The annual agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a quotation will be submitted for client's approval. Should client not authorize the repairs, Mason & Barry, Inc. may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this agreement.
- 12. Contract does not include water treatment for loop system.



Office of Purchasing

Extension Letter

October 26, 2025

VIA ELECTRONIC MAIL: tvaughan@masonbarry.com and dtree@masonbarry.com

Terry Vaughan Donna Tree Mason & Barry Inc 301 Smiley Drive St. Albans, WV 25117

Re: Contract Extension for <u>MU21HVACSYSTS</u>

Dear Terry and Donna,

The above-mentioned contract expires on <u>December 31, 2025.</u> There is a provision for extension upon written mutual agreement of the parties. Marshall University is requesting a 6-month extension pending the analysis of data, contract options and possible publishing and outcome of a solicitation for a new contract.

Formal solicitations are posted to the Office of Purchasing website and in the Bonfire portal. We highly recommend all interested vendors register as a vendor in Bonfire. You can register using this link Bonfire Login & Vendor Registration - Office of Purchasing (marshall.edu). Once you have created an account, you can sign up to receive automatic notices alerting that Marshall has posted a bidding opportunity.

Please annotate on the bottom of this letter, with your signature and date, if you agree to renew contract, MU21HVACSYSTS January 1, 2025, through June 30, 2026, under the same terms and conditions as the original contract including all approved change orders and return the executed letter via email at your earliest convenience.

Please return the executed letter and affidavits via email and the Purchasing affidavit at your earliest convenience.

If you have any questions, please feel free to call me at lemonl@marshall.edu

If you have any questions, please feel free to call me at <u>lemoni@marshair.edu</u> .	
Since Pely, Leeann Lemon Contract Specialist	
I agree with the current <u>MU21HVACSYSTS</u> for an additional a <u>6-month extension</u> period under the same to and conditions as the original contract.	erms
YesNo	
Yes, subject to the following changes indicated below or in the attached letter.	
Rectine La War inter 10/27/2025	

STATE OF WEST VIRGINIA **Purchasing Division**

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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:

St. Albans, WV 25177

My Commission Expires January 31, 2026

Vendor's Name: Mason and Barry, Inc	
Authorized Signature:	Date: 10-27-2025
State of West Virginia	
County of Putnam, to-wit:	
Taken, subscribed, and sworn to before me this $\frac{49}{2}$ day of $\frac{1}{2}$, 20 <u>25</u>
My Commission expires, 20 26	
AFFIX SEAL HERE Official Seal NOTARY PUBLIC Notary Public, State of West Virginia B. Jill Turner	Purchasing Affidavit (Revised 01/19/2018)



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

I, Matthew Duncan, after being first duly sworn, depose and state as follows:
1. I am an employee of Mason and Barry, Inc.; and, (Company Name)
2. I do hereby attest that Mason and Barry, The (Company Name)
maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with $\it West\ Virginia\ Code\ \S 21-1D.$
The above statements are sworn to under the penalty of perjury.
Printed Name: Matthew Duncan
Signature:
Title: President
Company Name: Mason and Barry, Inc
Date:
STATE OF WEST VIRGINIA,
COUNTY OF <u>Putnam</u> , TO-WIT:
Taken, subscribed and sworn to before me this 29 day of 0ctober, 2025.
By Commission expires $\frac{1/31/2026}{}$
(Seal) Official Seal Notary Public, State of West Virginia B Jill Turner Mason & Barry Inc 301 Smiley Drive St. Albans, WV 25177 My Commission Expires January 31, 2026 Rev. July 7, 2017

State of West Virginia Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with **West Virginia Code** § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

<u>Instructions:</u> Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:
Contract Number: MU21HVACSYSTS
Contract Purpose: HVAC Maintenance
Agency Requesting Work: Marshall University
Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.
☐ Information indicating the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
□ Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
☐ Average number of employees in connection with the construction on the public improvement;
 Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.
Vendor Contact Information:
Vendor Name: Mason and Barry Inc. Vendor Telephone: (304) 755-0781
Vendor Address: 301 Smiley Or Vendor Fax: (304) 755-4010 St Albans WV 25177 Vendor E-Mail: †Vanghan@ magmbarry.com

Menu

Vendor/Customer

Alias/DBA Vendor Active Status Customer Active Status Previous Name Vendor/Customer Legal Name √ 000000200806 MASON & BARRY INC Active Inactive 000000200807 MASON & BARRY INC Discontinued Inactive From 1 to 2 of 2 First Prev Next Last Attachments Save <u>Undo</u> Delete Insert <u>Copy</u> Paste <u>Search</u> ▼ General Info Vendor/Customer: 000000200806 Restrict Use by Department : Miscellaneous Account : Legal Name : MASON & BARRY INC Internal Account : Alias/DBA: Vendor Active Status : Active Third Party Only: Third Party Vendor : Vendor Approval Status : Complete Third Party Customer: Customer Active Status : Inactive Inventory Customer : Customer Approval Status : Incomplete Healthcare Provider: Location Name : Never Archive : First Name : Restrict VSS Access : No Middle Name : Discontinue - No New Business : Last Name : Prevent MA Reference : Company Name: MASON & BARRY INC PunchOut Enabled : Previous Name : Re-PunchOut Enabled : Previous Street : Electronic Order Enabled : Previous City: W-9 Received : Previous State/Province : W-9 Received Date : 1111 Previous Country : W-8 Received : W-8 Received Date : Accepts Credit Cards : Active From : 05/16/1984 1111 Active To : 1111 Last Usage Date : 11/21/2025 Department : Unit: 4 Headquarters Organization Disbursement Options ▶ Prenote/EFT ▶ Remittance Advice Vendor Terms Accounts Receivable ▶ eMALL ▶ Location Information ▶ Fee and Vendor Compliance Holds Fee Exempt : Tax Clearance : Registration Application Date : 01/22/2025 Unemployment Insurance : Worker's Compensation: Registration Effective Date : 01/23/2025 Registration Expiration Date : 01/23/2026 Secretary of State Registration : Federal Debarred : Pre-Registration Code: **▶** Executive Compensation Additional Information Travel Change Management CREATE DOCUMENT> Create New Record Modify Existing Record UPDATE> Headquarters Add 1099 Information Entry Add 1042-S Reporting Information Entry Vendor Business Types By Commodity SEARCH BY> Master Contacts Master Addresses Vendor Commodity Vendor Addresses Vendor Business Types Vendor Service Areas VCM Query Historical Vendor Information Vendor Notes

Vendor Transaction History