


Purchase Order	 Marshall University Office of Purchasing One John Marshall Drive Huntington WV, 25755-4100 Direct all inquires regarding this order to: (304) 696-2823	Purchase Order # MU16LEDLIGHTING-A
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TO: State Electric 2010 -2nd Avenue Huntington WV 25703 FEIN: 55 0384235 PH: 304-523-7491	Vendor Code: Room # n/a	Ship to: n/a Room # n/a	THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS PRESENTED ON PAGE TWO HEREOF AND AS SET FORTH HEREIN WVFIMS Account #:
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P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	Contract #
5/3/16	16	jb				MU16LEDLIGHTING-A

		<u>CONTRACT ACCEPTANCE</u> On behalf of the Governing Board, MARSHALL UNIVERSITY hereby accepts the quotation of <u>State Electric</u> for lighting to be used by various Departments of Marshall University signed by <u>Zachary Goad</u> Title <u>Outside Sales</u> on <u>February 16, 2016</u> Approved as to sufficiency of form and manner of execution this <u>n/a</u> day of <u>n/a</u> , 2014. <u>n/a</u> Attorney General of the State of West Virginia By: <u>n/a</u> Chief Counsel Effective Date: May 1, 2016 - April 30, 2017 Remaining Renewals: 4 THIS ORDER IS EXEMPT FROM ALL SALES TAX LIMIT EACH INVOICE TO A SINGLE PURCHASE ORDER NUMBER	
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Line No.	Fund	Org.	Account	Encumber Amount		
1.	various	various	various	various		Total: Open End
2.						
3.						
4.						

Mail Original Invoice and 1 Copy to: Marshall University Accounts Payable One John Marshall Drive Huntington, WV 25755-4500	 Authorized Signature	<u>5-4-16</u> Date
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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:

State Electric will deliver the lighting as listed on Page 4 of this document to various Departments of Marshall University.

Listed below are the Departments that are covered by this contract:

- Biotech
- Medical School Campus
- Mid-Ohio Valley Center Campus
- Physical Plant
- Residence Services
- South Charleston Campus
- VA Pharmacy School Campus

At any time, an additional building and/or location may be added.

The vendor will provide recycling boxes for lamps and will pick up recyclable lamp upon request.

The vendor will provide reports to Marshall University of the recycling process. The West Virginia Department of Environmental Protection, (WVDEP), requires all mercury containing bulbs to be disposed in accordance with WV Code §33-20-12 UNIVERSAL WASTE RULE/40 Part 273.

This is an Open End Contract with four (4) optional renewals.

PRICING

Item	U/M	Part #	Description	Unit Cost
1.	each	MXLL15T8SE440-G	T8 LED (10 year warranty)	\$ 8.80
2a.	each	RABWP2LED24	Wall Pack LED 24 Watt (27W)	141.30
2b.	each	RABWP2LED37	Wall Pack LED 37 Watt (43W)	141.30
2c.	each	RABWP3LED55	Wall Pack LED 55 Watt (64W)	195.65
3.	each	TCPLED5E26B1127K	LED 5W Dim. Blunt Tip E26 2700K	4.88
4.	each	TCPLED18A21DOD41K	18W LED A21 Lamp	12.83
5.	each	RABVANLED20	LED Ceiling Mount 20W	161.96
6.	each	RABSLIM18	18W LED Architectural WP	114.13
7.	each	SATS9391	22W Post Top LED	42.93
8.	each	LITDSX0LED	Parking Lot Retro	673.91
9.	each		Low Profile Lampholder – Non Shunted Socket	0.45
10.	each		STD Profile Lampholder – Non Shunted Socket	0.45
11.	each	VEOLIA BOX	Recycling Box	44.00

The Office of Purchasing will issue Purchase Orders from various Departments as notice to deliver. Do not order any items without a signed Purchase Order. The vendor will be responsible for housing these items if they do not have the proper documentation.

When invoicing, State Electric needs to show the assigned Purchase Order Number and Contract Number MU16LEDLIGHTING-A on invoice.

LIFE OF CONTRACT PAGE

LIFE OF CONTRACT: This contract becomes effective on 5/1/2016 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.