


Purchase Order	 M <small>MARSHALL UNIVERSITY</small>	Marshall University Office of Purchasing One John Marshall Drive Huntington WV, 25755-4100	Purchase Order # MU17PAINT
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Direct all inquiries regarding this order to: (304) 696-2823

TO:	Vendor Code:	Ship to: JOBSITE	THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN
Conley Painting and Special Coatings LLC P.O. Box 400 South Point OH 45680 FEIN: 20 8733505 PHONE: 740-442-9429		Room # N/A	WVFIMS Account #:

P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	Contract #
7/1/16	2017	JB				

		<u>CONTRACT ACCEPTANCE</u> On behalf of the Governing Board, MARSHALL UNIVERSITY hereby accepts the quotation of <u>Conley Painting and Special Coatings LLC</u> signed by <u>Mark E. Moore</u> Title <u>Estimator</u> On <u>May 27, 2016</u>		
		Approved as to form this <u>n/a</u> day of <u>n/a</u> , 2016 Patrick Morrissey, Attorney General By: <u>n/a</u> Chief Counsel		
		Open-end Contract for Painting Services Effective July 1, 2016 through June 30, 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.						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

7-5-16

 Date

Vendor: Conley Painting

SCOPE OF WORK

The Contractor must provide all labor, necessary to complete the services listed and when requested, including but not limited to painting, wall covering, paint, various materials, tools, supplies and equipment, minor damage repair and sheetrock repair.

A. TERM OF CONTRACT:

The anticipated contractual period will be for one (1) year with four (4) possible annual renewals, subject to mutual agreement. The contract will become effective upon acceptance of bids and contract issuance. The effective period of the contract will be July 1st through June 30th thereafter. The University reserves the right to alter this time period upon review of all bids.

B. SERVICES

- 1) 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.
- 2) Moving of equipment and/or furniture in occupied office, laboratories, classrooms, etc., shall be the responsibility of the Contractor. Contractor shall relocate to original position equipment, furniture, desk, bookcases, filing cabinets or any fixtures that have been moved to allow application of coatings.
- 3) 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.
- 4) Contractor Warranty - All workmanship and materials shall be warranted for a minimum of one (1) year from substantial completion.
- 5) 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.
- 6) 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.
- 7) Wage Rates - The contractor shall pay the higher of the U.S. Department of Labor minimum wage rates or the West Virginia Department of Labor minimum wage rates established for Cabell County pursuant to West Virginia code 21-5-1 Et Seq. Prevailing Wage Rates is not applicable.
- 8) "Wet Paint" signs shall be posted during application by the Contractor.
- 9) Contractor shall protect surrounding areas and surfaces to preclude damage during work.
- 10) During work progress, Contractor shall keep premises free from any unnecessary accumulation of tools, equipment, surplus materials, debris and the like.
- 11) Contractor shall be responsible for any damage that occurs due to misplaced paint, and any damage caused by their employees or equipment.
- 12) The Contractor shall contact the Director of Physical Plant or designee, for approval of additional coats if undercoats or other conditions show through the topcoat.
- 13) The Contractor shall not paint over code-required labels or equipment name, identification,

Vendor: Conley Painting

performance rating or nomenclature plates.

- 14) The Contractor shall remove hardware, electrical equipment plates, mechanical grills and louvers, lighting fixture trim and other items to protect from contact with paint.
- 15) The Contractor shall return all unused paint sealed in its original container, free of foreign material and residue to the Director of Physical Plant, or his designee.
- 16) The Contractor shall establish and maintain storage conditions for paint (dry, warm, well ventilated) in accordance with the manufacturer's instructions.
- 17) The Contractor shall dispose of all hazardous waste in accordance with all applicable federal, state and local laws and ordinances. At no time shall the use of University dumpsters or trash receptacles be allowed at any campus.
- 18) Awarded Contractor will provide a "not to exceed quote" for each project to be reviewed and approved before work begins.

C. REPORTING

- 1) Contractor shall report and sign in and out with the Director of Physical Plant or designee upon arriving and departing from University campus.
- 2) It is the responsibility of the contractor to keep the Director of Physical Plant or designee informed of the status of all work in progress on a daily basis including but not limited to estimated completion date, parts delivery dates, and accrued and projected job costs. Failure to do so will delay processing of invoices.
- 3) The Contractor must give immediate notice to the Director of Physical Plant, or designee, of any condition deemed hazardous to students, personnel and/or visitors of the University.
- 4) Any significant damage that is discovered on any job shall be reported to the Director of Physical Plant or designee
- 5) Project materials shall be market price and subject to approval by the Director of Physical Plant or designee

D. SAFETY MEASURES AND PROTECTION OF JOB SITE

- 1) Contractor shall erect barriers as necessary to protect students, staff and visitors during the performance of the work.
- 2) 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.

E. CONTRACTOR USE OF PREMISES and OWNER OCCUPANCY

- 1) General: Limit use of the premises to construction activities in areas indicated, allow for Owner occupancy and use by the public.
- 2) Confine operations to areas within Contract limits.
- 3) 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.
- 4) Keep driveways and entrances serving the premises clean and available to the Owner and Owner's employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
- 5) Partial Owner Occupancy: The Owner shall occupy the site and existing building during the

Vendor: Conley Painting

designee.

- 2) If applied paint fails to adhere to surfaces, it shall be the Contractor's responsibility to remove failing paint, properly prepare surface and repaint at the Contractor's expense.
- 3) The Contractor may be requested to furnish industry specific materials, tools and supplies necessary to perform the services requested in a safe and effective manner.

J. INVOICING

- 1) University will not allow nor pay any additional costs or surcharges on contractor invoices not already noted on the contract or accepted quotation.
- 2) University reserves the right to review any invoice of the awarded contractor.
- 3) Separate invoices shall be submitted for each site project.
- 4) Billing shall occur in a timely manner.
- 5) When invoice includes materials, the contractor shall support any materials with invoices and/or receipts displaying actual cost.
- 6) Payments will be made up to ninety percent (90%) upon substantial completion with the final ten percent (10%) to be paid at final completion and acceptance

K. Hourly and Overtime Rate

Hourly amount for additional work to be approved by the Physical Plant Department. A quotation will be forwarded to the Office of Purchasing for Purchase Order release. Marshall University reserves the right to accept or reject any quotation they may be submitted in the "best interests" of the University.

Hourly Rate: \$ 55.00

Hourly Overtime Rate: \$75.00

Vendor: Conley Painting

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.

- 6) 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.

F. COMPLIANCE

- 1) The Contractor shall provide all services in accordance with the current state adopted codes, and repair service laws or ordinances, and all rules and regulations of health, public and/or other authorities controlling or limiting the methods and materials to be used, or the actions of those engaged in this kind of work.
- 2) The Contractor shall take all the necessary precautions to prevent fire hazards and spontaneous combustions. All hazardous materials shall be removed from the work site daily.
- 3) 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.
- 4) The contractor shall comply with all rules and regulations of the West Virginia Worker's Compensation Commission.
- 5) The contractor shall furnish proof of coverage of commercial general liability insurance prior to issuance of a contract. Unless otherwise specified in the bid documents. The minimum amount of insurance coverage required is \$250,000.
- 6) Inspection - Owner reserves the right to visit the work site for inspection or other purpose at any time during the course of the work.

G. VIOLATIONS

- 1) The Contractor shall be responsible for minor damage repair that is considered customary for this type of work, including but not limited to the following: nail holes, small scrapes and gouges, holes left from anchors, minor drywall repairs.
- 2) The contractor shall be considered in violation if they fail to take corrective action in a timely manner after discovery of a problem or written notification of a problem discovered by staff.
- 3) Contractor will be in violation if timely service is not performed

H. HOURS & TRAVEL

- 1) Unless otherwise approved, work under this contract shall be accomplished during working hours
- 2) Any travel time for which a contractor is obligated to pay his employees should be considered as part of overhead, and allowances for such, figured into the flat hourly rate quote to the University.
- 3) The University will make every effort to group work order/projects so that employees can be assigned to work on campus for a full workday; or so that contractor employees can be assigned to work lasting at least one-half workday, beginning or ending their workday at the University.

I. MATERIALS & SUPPLIES

- 1) Paint required for newly constructed and existing sheetrock walls will be supplied by the University and will be the current University standard; as determined by the Director of Physical Plant or his

LICENSING REQUIREMENT

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 1800 Washington Street, East Charleston, WV 25305

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

WV Tax Department	(304) 558-2507
WV Employment Security	(304) 558-2624
WV Workers Compensation	(304) 926-5000
Secretary of State	(304) 558-6000
WV Department of Labor	(304) 558-7890

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

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) 558-7890. 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 Department of Labor, 1800 Washington Street, E., Charleston, West Virginia 25305, telephone: (304) 558-7890.

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 B 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.

LIFE OF CONTRACT PAGE

LIFE OF CONTRACT: This contract becomes effective on July 1, 2016 and extends for a period of one (1) year or until such reasonable time thereafter as is necessary to obtain a new contract. Such "reasonable time" shall not exceed twelve (12) months upon expiration of one (1) year from the effective date of this contract by giving the Director of Purchasing thirty (30) days written notice.

RENEWAL: This contract may be renewed upon mutual written consent, submitted to the Director of Purchasing thirty (30) days prior to the date of expiration. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to four (4) successive one (1) year periods.

CANCELLATION: The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

OPEN MARKET CLAUSE: The Director of Purchasing may authorize a spending unit to purchase in the open market, without the filing of a requisition or cost estimate, items specified on this contract for immediate delivery in emergencies due to unforeseen causes (including but not limited to delays in transportation or an unanticipated increase in the volume of work).

TIME: Time consumed in delivery or performance is of the essence.

ORDERING PROCEDURE: Departments shall submit a requisition for commodities covered by this contract to the Purchasing office. Purchasing will then issue a purchase order to the vendor as authorization for shipment. If the vendor accepts credit cards, purchases may also be made using the P-card up to the established transaction limit for the department.

FUNDING PARAGRAPH: Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for these services, this contract becomes of no effect and is null and void after June 30.

INTEREST: Should this contract include a provision for interest on late payments, the agency agrees to pay the maximum legal rate under West Virginia Law. All other references to interest charges are deleted.

CONTRACT PRICING: Unless otherwise allowed by the Director of Purchasing, price increases will be approved only at the beginning of each renewal period. All adjustments will be made in dollars, not per cent. Requests for price increases must be received in writing by the Director at least thirty (30) days in advance of the effective date. Vendors may add products throughout the term of this contract when it is in the best interest of the University. The Director at Marshall University will determine which products will be added. Price decreases will be "passed through" to Marshall University.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds 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: Conley Painting + Special Coatings, LLC.

Authorized Signature: [Signature] Date: 5/27/16

State of Ohio

County of Lawrence, to-wit:

Taken, subscribed, and sworn to before me this 27 day of May, 2016.

My Commission expires Feb. 9th, 2020.



COURTNEY HAMLIN
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
February 9, 2020

NOTARY PUBLIC Courtney Hamlin

WV-73
Approved / Revised 08/01/15



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

**STATE OF WEST VIRGINIA,
COUNTY OF _____, TO-WIT:**

I, Mark E. Moore, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Conley Paintings & Special Coatings LLC; and,
(Company Name)
- 2. I do hereby attest that Conley Paintings & Special Coatings, LLC
(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: Mark E Moore
 Signature: *Mark E Moore*
 Title: Estimator
 Company Name: Conley Paintings & Special Coatings LLC
 Date: 5/27/16

Taken, subscribed and sworn to before me this 27th day of May, 2016.



Courtney Hamelin
 NOTARY PUBLIC
 STATE OF OHIO
 My Commission Expires
 February 9, 2020

Courtney Hamelin
 (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.

UC Defaulted Accounts Search Results

Sorry, no records matching your criteria were found.

FEIN: 208733505
Business name: CONLEY PAINTING AND SPECIAL COATING
Doing business
as/Trading as:

Please use your browsers back button to try again.

Workforce WV	Unemployment Compensation	Offices of the Insurance Commissioner
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STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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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.

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"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: Conley Painting + Special Coatings, L.L.C.

Authorized Signature: [Signature] Date: 5/27/16

State of Ohio

County of Lawrence, to-wit:

Taken, subscribed, and sworn to before me this 27 day of May, 2016.

My Commission expires Feb. 9th, 2020.



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NOTARY PUBLIC
STATE OF OHIO
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NOTARY PUBLIC Courtney Hamlin

WV-73
Approved / Revised 08/01/15



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

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

I, Mark E. Moore, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Conley Painting & Special Coatings LLC; and,
(Company Name)
- 2. I do hereby attest that Conley Painting & Special Coatings, LLC
(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: Mark E Moore

Signature: [Handwritten Signature]

Title: Estimator

Company Name: Conley Painting & Special Coatings LLC

Date: 5/27/16

Taken, subscribed and sworn to before me this 27th day of May, 2016.



My Commission expires COURTNEY HAMLIN Feb 9th, 2020

NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
February 9, 2020

Courtney Hamlin
(Notary Public)

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