



<b>Purchase Order</b>	 <b>M</b> MARSHALL UNIVERSITY	Marshall University Office of Purchasing One John Marshall Drive Huntington WV, 25755-4100 Direct all inquiries regarding this order to: (304) 696-2823	<b>Purchase Order #</b> MU17PestControl/A
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<b>TO:</b>  Ultra Pest Control 354 Norway Avenue Huntington WV 25705  FEIN: 47 4236944    PH:304-521-1174	<b>Vendor Code:</b>  _____	<b>Ship to:</b>  n/a  Room # n/a	THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN  WVFIMS Account #: _____
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P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	Contract #
7/28/16	17	jb				MU17PestControl/A

		<b>CONTRACT ACCEPTANCE</b>  On behalf of the Governing Board, MARSHALL UNIVERSITY hereby accepts the quotation of <u>Ultra Pest Control</u>  _____ signed by <u>Russell G. Stephens</u>  Title <u>Owner</u>  on <u>July 5, 2016</u>  Approved as to sufficiency of form and manner of execution this <u>n/a</u> day of <u>n/a</u> , 2016  _____ <u>n/a</u> Attorney General of the State of West Virginia  By: <u>n/a</u> _____ Chief Counsel  Open End Contract for Pest Control Effective: August 1, 2016 - July 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	
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Line No.	Fund	Org.	Account	Encumber Amount		Total:	
1.							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>8-1-16</u> Date
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**Areas of Coverage and Pricing:**

**Physical Plant**

Item #	Building Name	U/M	Monthly	Yearly
1-1	President's Home (1040 13 <sup>th</sup> Avenue)	12	\$23.00	\$276.00
1-2	Old Main	12	\$23.00	\$276.00
1-3	Howard Sorrell Maintenance Building	12	\$23.00	\$276.00
1-4	Science Building	12	\$23.00	\$276.00
1-5	Gullickson Hall	12	\$23.00	\$276.00
1-6	Morrow Library	12	\$23.00	\$276.00
1-7	Jenkins Hall	12	\$23.00	\$276.00
1-8	R.C. Byrd Biotechnology Center	12	\$23.00	\$276.00
1-9	Smith Hall (3 Sections)	12	\$23.00	\$276.00
1-10	East Hall (Old Community College 18 <sup>th</sup> Street)	12	\$23.00	\$276.00
1-11	Prichard Hall	12	\$23.00	\$276.00
1-12	Harris Hall	12	\$23.00	\$276.00
1-13	Art Warehouse	12	\$23.00	\$276.00
1-14	Corbly Hall	12	\$23.00	\$276.00
1-15	Myers Hall	12	\$23.00	\$276.00
1-16	Henderson Center	12	\$23.00	\$276.00
1-17	Girls' Softball Facilities	12	\$23.00	\$276.00
1-18	Welcome Center	12	\$23.00	\$276.00
1-19	Public Safety Building	12	\$23.00	\$276.00
1-20	Facilities Building	12	\$23.00	\$276.00
1-21	Weight Room Building	12	\$23.00	\$276.00
1-22	Arthur Weisburg Family Engineering Building	12	\$23.00	\$276.00
1-23	One Room School House	12	\$23.00	\$276.00
1-24	Fine Arts Building	12	\$23.00	\$276.00
1-25	Jomie Jazz Center	12	\$23.00	\$276.00
1-26	Joan C. Edwards Stadium	12	\$23.00	\$276.00
1-27	Visual Arts	12	\$23.00	\$276.00
1-28	Applied Engineering	12	\$23.00	\$276.00
1-29	Huntington Kitchen	12	\$23.00	\$276.00

**Housing and Residence Life**

Item #	Building Name	UM	Monthly	Yearly
2-1	Buskirk	12	\$ 50.00	\$ 600.00
2-2	Twin Towers	12	\$136.00	\$1,632.00
2-3	Holderby Hall	12	\$ 50.00	\$ 600.00
2-4	Wellman Hall	12	\$ 50.00	\$ 600.00
2-5	Gibson Hall	12	\$ 50.00	\$ 600.00
2-6	Haymaker Hall	12	\$ 50.00	\$ 600.00
2-7	Willis Hall	12	\$ 50.00	\$ 600.00

## **SCOPE OF WORK**

- A. Services shall be performed in accordance with the specifications contained herein in accordance with all industry rules and regulations for the control of rats, mice, roaches, water bugs, ants, silverfish, fleas, body lice (the current effective market product to be used as opposed to the regular extermination sprays), crab lice and all types of insects except termites.; The control of bees (Vespedea), wasps, hornets, yellow jackets, etc.;; This will be done only by request of a designated assigned official of Physical Plant.
- B. Awarded contractor shall conform to all regulations, Federal, State and local governing examining and licensing of pest control servicemen, performance of pest control chemicals and equipment, which may be in effect in the area in which the work under the contractor will be performed.
- C. Awarded contractor will be required to furnish Marshall University, prior to initial application of pesticides and rodent control chemicals, the trade names (if any) and chemical names of the chemicals used and a label showing the contents, the use strength of the chemical as applied and the antidote thereto. Contractor will furnish the same information each time he changes chemicals or products used in the performance of this contract. This information is required by the Medical services for emergency treatment in the event of ingestion of and/or contact with the material by humans.
- D. Awarded contractor shall provide for any and all taxes, fees, insurance, liability, compensations, and any other items necessary to render Marshall University free and harmless from all claims arising from services performed under such contract. Contract insurance, liability, and compensation shall be sufficient to cover Contractor's employees and the public in general as hereinafter specified.
- E. Awarded contractor agrees to procure and maintain while the contract is in effect, Workman's Compensation and Employer's Public Liability Insurance in accordance with the laws of the State of West Virginia.
- F. The EPA registration numbers of all pesticides and rodent baits shall be provided.
- G. Awarded contractor shall take steps required to ensure equal opportunity for employment in accordance with policies promulgated by the President's Committee of Equal Opportunity.
- H. All pest control work shall be performed in a safe manner and in accordance with the most modern and efficient scientific pest control procedures.
- I. Awarded contractor shall furnish Marshall University a sanitation report upon the University's request.
- J. Awarded contractor shall generally supervise all aspects of the pest control work.

- K. All Servicemen shall be bonded by the Contractor and be in a uniform.
- L. Contractor's personnel shall be signed in by an official of the Physical Plant Department.
- M. After services have been performed, contractor shall communicate all areas treated and inspected to the Physical Plant Department.
- N. Marshall University's personnel will extend all necessary cooperation to insure effective results from the pest control programs.
- O. The successful contractor will honor all complaints with corrective service on a twenty-four (24) hour notice without additional cost to the University.

### **MATERIALS**

- A. The materials used in pest control work shall be the most effective known in the industry.
- B. Materials used in pest control work shall conform to Federal, State, and Local ordinances and laws. Rodenticides shall be used with all due precaution to prevent the possibility of accident to humans.
- C. Special care shall be exercised in the use of liquid insecticides in areas such as University Heights, etc., where children and pregnant woman reside that cannot tolerate the normal spraying. In these areas, powder insecticides shall be used upon request. (Powder insecticide is to be provided for use where children and pregnant woman reside that cannot tolerate the normal monthly spraying.) Prior notification shall be given to the occupants before use of these chemicals.
- D. Current effective designated market product shall be used in the extermination of body lice and crab lice as opposed to the regular extermination spray.
- E. Special care shall be exercised in the use of liquid insecticides in the areas having special equipment such as computers, etc., asphaltic, mastic or linoleum floors, etc.

### **SCHEDULE**

- A. Awarded contractor to perform services on a regularly scheduled (monthly) basis in all listed buildings, except where more frequent service is noted (also, see areas to be covered).
- B. Awarded contractor shall spend minimum of five (5) days per month in providing pest control services

- C. Normally, inspections and treatments will be made during regular working hours from 8:00 a.m. to 4:00 p.m. on days designated by the Contracting Officer. Service shall be performed in such a manner as not to interfere with normal procedures of the University.
- D. **No Overtime Rates** will be accepted.
- E. All services, regular and special, shall be rendered at such time as shall not interfere with employees or other persons in or about the premises. Time of services shall be designated by representative of Marshall University.
- F. Awarded contractor shall make additional visits and treatments as they are deemed necessary. Such service visits also shall be made promptly when requested by an authorized representative of the owner.
- G. Servicemen shall report to Marshall University's designated representative before and after each regular or special visit in order that proper coordination of pest control is maintained.

### **LOCATIONS**

The current locations are provided in the section titled "Areas of Coverage". Additional buildings may be added at the discretion of Marshall University. The campus map may be accessed at <http://www.marshall.edu/virtual-tour/goggle-earth-3d-tour/default.asp>

**Memorial Student Center**

Item #	Building Name	UM	Monthly	Yearly
3-1	Memorial Student Center	12	\$50.00	\$600.00

**South Charleston Campus**

Item #	Building Name	UM	Monthly	Yearly
4-1	South Charleston Campus	12	\$82.00	\$984.00

**MID-OHIO Valley – Point Pleasant**

Item #	Building Name	UM	Monthly	Yearly
5-1	Mid-Ohio Valley (Point Pleasant)	12	\$40.00	\$480.00

## LIFE OF CONTRACT PAGE

**LIFE OF CONTRACT:** This contract becomes effective on August 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.

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**AGREEMENT ADDENDUM**

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** – Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** – Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** – The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** – Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor.
5. **PAYMENT** – Any reference to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** – Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** – Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** – Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** – Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** – The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** – Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** – The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** – Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** – Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** – Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** – Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** – Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** – All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.
22. **DELIVERY** – All deliveries under the agreement will be FOB destination unless otherwise stated in the State's original solicitation. Any contrary delivery terms are hereby deleted.

ACCEPTED BY:  
**STATE OF WEST VIRGINIA**

Spending Unit: Marshall University  
Signed: Stephanie Smith  
Title: Director of Purchasing/CPO  
Date: 7-29-16

**VENDOR**

Company Name: Ultra Pest Control  
Signed: Russell [Signature]  
Title: Owner  
Date: 7-5-2016