



Purchase Order	 Marshall University Office of Purchasing One John Marshall Drive Huntington WV, 25755-4100 Direct all inquiries regarding this order to: (304) 696-2822	Purchase Order # MU19SPRNKLR
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TO:	Vendor Code:	Ship to: JOBSITE	THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS PRESENTED ON PAGE TWO HEREOF AND AS SET FORTH HEREIN
HERITAGE FIRE PROTECTION INC 400 SOUTH BIG RUN RD SUITE 1 ASHLAND KY 41102-9657 PHONE: (606) 928-9265 FEIN: 61-1159344		Room # N/A	WVFIMS Account #:

P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	Contract #
07/02/2018	2019	HRS				

	CONTRACT ACCEPTANCE On behalf of the Governing Board, MARSHALL UNIVERSITY hereby accepts the quotation of <u>Heritage Fire Protection, Inc.</u> FOR: Maintenance and Inspection of the following: <u>Part A: Sprinkler & Backflow Services</u> <u>Part B: Fire Extinguishers and Fire Suppression Systems</u> Signed by: <u>Phillip P. Hutchison</u> Title <u>CEO/VP</u> Approved as to form this <u>N/A</u> day of _____, 2018 West Virginia Attorney General By: <u>N/A</u> Chief Counsel Effective July 2, 2018 to June 30, 2019 Five (5) optional one-year renewals THIS ORDER IS EXEMPT FROM ALL SALES TAX LIMIT EAC INVOICE TO A SINGLE PURCHASE ORDER NUMBER	
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Line No.	Fund	Org.	Account	Encumber Amount		Total:	OPEN END
1.	Various	Various	70257	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	9/24/18 Date
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Contract Synopsis

Part A. Sprinklers & Backflow Devices pricing pages 5 & 12	\$24,740.00
Part B. Extinguishers Pricing page 11	\$4,808.00
Part B. Range Hoods Pricing pages 11 & 12	\$4,600.00
Total:	\$34,148.00

OPEN END CONTRACT
PART A: INSPECTION AND MAINTENANCE OF
SPRINKLER SYSTEMS AND BACKFLOW PREVENTION DEVICES

A1 SCOPE OF WORK:

General maintenance and repair services for all fire suppression systems for all buildings associated with Marshall University. Contractor will provide four (4) complete inspections per year of each wet, dry, and deluge sprinkler system. The four (4) inspections shall occur quarterly in March, June, September, and December or at the request of Marshall University. Service covered under this contract shall include the draining of all low points on the dry systems twice per year, during the months of October and January. In addition, CO2 fire suppression systems shall be inspected annually in July and fire pump flow tests shall be conducted in May. These inspections must meet all standards set forth by the National Fire Protection Association, including but not limited to NFPA 12, 13, 25, 101, and the WV State Fire Code.

If additional fire suppression systems are added during the life of this contract, the vendor shall provide all required services as noted above. ***During the first year of the contract; a quarterly sprinkler inspection and fire pump testing shall be conducted within 30 days of the award.***

Testing of backflow prevention devices installed on fire service lines and complete any required test results form that is provided by the agency from utility. At a minimum, the vendor will test the device per the requirements of the State of West Virginia Department of Health and Human Resources Bureau for Public Health, under Title 64 Legislative Rule, Series 15, Cross Connection Control and Backflow Prevention.

All permits, fees and licenses necessary to do this work shall be obtained and paid for by the contractor, who shall give all required notices and comply in every way with all County, State and City laws relating to the work.

All work shall be executed in a workmanlike manner, according to the best practices of the trade and shall present a neat and mechanical appearance when completed. Workmen employed on this project shall be qualified and competent to perform the task to which they are assigned. Any workman found to be incapable of performing his work due to lack of skill, neglect, ungentlemanly character shall be removed from the project at the written request of the Director of Safety and Health, the Director of Physical Plant, or the Director of Public Safety.

No changes shall be made in this contract without the written permission or request by the Owner. This Contract shall not be sublet without the permission of the Owner.

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract.

The Contractor or Sub-Contractor shall pay the prevailing minimum wage rates as established by the West Virginia Department of Labor for the trade involved for the counties of (Cabell, Wayne, and Kanawha) in which this contract is performed. Documentation of job payroll shall be provided at the request of Marshall University. *House Bill 4005 passed February 4, 2016 and became effective on May 4, 2016 repealed the statutory authority for the prevailing wages. As a result, there are no prevailing wages in West Virginia at this time.*

A2 QUALIFICATIONS:

The Vendor and employee's must be certified/licensed by the West Virginia State Fire Marshal to perform fire protection work as defined in West Virginia Code, Chapter 29, Article 3D and certified to perform backflow preventions testing.

Personnel will be equipped with the appropriate equipment necessary for proper trouble-shooting maintenance and repair service for the equipment covered by this policy. Servicing techniques must be in accordance with the approval agencies having jurisdiction and standard industry practice.

A3 SPECIFIC REQUIREMENTS:

The Contractor shall provide, and keep current, a check chart suitable for each system, to indicate the status of all scheduled inspections and work performed and the date of performance. The chart shall be posted at the sprinkler system riser or other location convenient to each system. The Contractor must initial and date the chart to indicate that the work has been accomplished.

Any malfunctions or noted deficiencies are to be corrected immediately. System Impairment notification must be given anytime a system is taken off line. In the case where repairs are necessary the Contractor shall ensure that repairs are expedited to minimize downtime. Not more than one system shall be put out of service at one time for regular maintenance, inspection or servicing. When a system is taken out of service, how and when the system is to be put back into service shall be scheduled with the Department of Environmental Health and Safety.

Contractor will be responsible to insure a supply of spare sprinklers (minimum of 6) corresponding to the types and temperatures used on the premises is kept in a cabinet located where temperatures will at no time exceed 100 degree F; as shall an appropriate sprinkler wrench(s).

The systems are to be maintained to original design, conditions and performance characteristics. If equipment has obsolete parts, with no current direct replacement, the parts will be replaced with new non-proprietary parts so as to maintain the systems original design and performance characteristics.

The Contractor shall be required to maintain adequate spare parts so as not to delay repair of systems due to lack of material, subject to inspection by Marshall University personnel during normal business hours, 8:00 a.m. to 4:30 p.m., Monday through Friday.

Marshall University Police Department must be notified at 304-696-4357 prior to any inspection or maintenance of a fire or security alarm system.

In the event of emergency service calls, the vendor shall provide service within four (4) hours of receipt of call maximum. Normal response time during regular work hours shall be sooner.

A copy of each inspection report shall be provided to the Department of Safety and Health, 209 Sorrell Maintenance Building, within one business day upon the completion of each inspection.

A4 PRICING BREAKDOWN

Quarterly inspections to be performed in the months of March, June, September and December for wet and dry sprinkler systems:

1. PRICE PER EACH WET SPRINKLER INSPECTION (52 Wet Systems)

Quarterly	\$70 X 164	Annual Cost	\$14,840.00
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2. PRICE PER EACH DRY SPRINKLER INSPECTION (12 Dry Systems)

Quarterly	\$85 X 36	Annual Cost	\$4,420.00
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3. PRICE PER EACH DELUGE SPRINKLER INSPECTION (4 Deluge Systems)

Quarterly	\$80 X 16	Annual Cost	\$1,280.00
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Annual inspections to be performed in July for CO2 fire suppression system:

4. PRICE PER EACH CO2 SYSTEM INSPECTION (1 CO2 System)

Annual		Annual Cost	\$400.00
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Annual inspections and flow test to be performed in May for each fire pump:

5. PRICE PER EACH FIRE PUMP FLOW TEST (3 Fire Pumps)

Annual	\$400 X 3	Annual Cost	\$1,200.00
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6. BACKFLOW DEVICES

Annual		Annual Cost	\$2,600.00
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7. TOTAL QUARTERLY \$5,135.00
(Numbers 1, 2 and 3)

TOTAL ANNUAL \$ 24,740.00
(All)

A5 SYSTEM LIST

Sprinkled Buildings	Type of System				
	Wet	Dry	Deluge	CO2	Fire Pump
6th Avenue Parking Garage		3			
Art Warehouse	1				
Buskirk Hall	1				
Chemical Storage Building				1	
Child Development Academy	1	1			
Corbly Hall	1				
Drinko Library	1		2		
East Hall	1				
Edwards Stadium		1			
Emma Ora Byrd Center (Clinical Outreach)	1				
Forensic Science - 1401 Forensic Drive, Htgn.	1				
Gibson Hall	1				
Gullickson Hall	1				
Harless Dining Hall	1				
Harris Hall	1				
Haymaker Hall	1				
Henderson Center	1	1			
Holderby Hall	1				
Indoor Practice Facility	4				
Jenkins Hall	1				
Joan Edwards Fine Arts Building	1	1	1		
Joseph M. Gillette Welcome Center	1				
Medical Education Building (VA Site)	1				
Memorial Student Center	1				
Morrow Library	1				
MU Freshmen Residence Hall North	1				
MU Freshmen Residence Hall South	1				
MU Med Center/Cabell Huntington Site	1				1
Myers Hall	1				
Old Main	4				
Prichard Hall	1				
RCBI - 1050 4th Avenue	1	1			
Rec Center	3				
Robert C. Byrd Biotechnology Science Center	1	1			
Rural Health Clinical Education Center (Chapmanville)	1				
Science Hall	1	1	1		
Shewey Building	1				
Smith Hall/Music & Communication	1	2			1
Soccer Complex	1				
Sorrell Maintenance Building	1				
Stadium Store	1				
Twin Towers East/ Twin Towers West	1	1			
Visual Arts Complex	1				1
Weight Training Complex	1				
Weisberg Engineering Complex	1				
Weisberg Engineering Lab	1				
Wellman Hall	1				
Willis Hall	1				
TOTAL	53	13	4	1	3

End Part A

**PART B: INSPECTION AND MAINTENANCE OF
FIRE EXTINGUISHERS AND FIRE SUPPRESSION SYSTEM**

B1. SCOPE OF WORK

Contractor to provide annual inspections, refilling, hydrostatic testing, and six (6) year maintenance for fire extinguishers in all buildings associated with Marshall University, (attached building list), and bi-annual inspections of each kitchen (large and small) fire suppression systems. Provide on-call emergency response, backup and emergency support in areas of repair as needed and any corrective maintenance necessary to return systems to factory specified full operational condition.

All work shall be executed in a workmanlike manner, according to the best practices of the trade and shall present a neat and mechanical appearance when completed. Inspections, repairs, and equipment must meet all standards set forth by the National Fire Protection Association, including but not limited to NFPA 10, 17, 96 and the West Virginia State Fire Code.

Any malfunctions or noted deficiencies are to be corrected immediately.

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract.

B2. FIRE EXTINGUISHERS

Contract includes general maintenance and repair services, refilling, hydrostatic testing, six-year maintenance, and annual inspections for all fire extinguishers in all buildings associated with Marshall University. Equipment or devices found not to be operating properly are to be corrected immediately. The Contractor shall be on-call for extinguishers that may have been discharged or damaged. Services shall include, but are not limited to, the provision of qualified labor; supervision; transportation (when and where required); establishment and maintenance of records; all parts, tools, and equipment. The Contractor shall ensure the extinguishers are properly hung to meet current codes. Where extinguishers are located in cabinets, the Contractor shall ensure that the doors are functioning properly and that any glass windows are intact. The Contractor shall repair any noted deficiencies with hanger brackets or cabinets, to include replacing broken glass. Inspections shall include the inspection tag, tag seal, pin seal, fluffing and cleaning of extinguishers.

Portable fire extinguishers shall be picked up at and re-delivered to all University properties by the Contractor.

Contractor will perform an annual inspection of all fire extinguishers.

B2.1. Quantities

The approximate number of extinguishers involved is 1,202. These quantities are only estimates; the contract shall cover the actual needs of the University throughout the term of the contract regardless of the quantities shown.

- (a) Approximate number of Extinguishers requiring annual inspection: 1202
- (b) Approximate number of extinguishers requiring hydrostatic testing every 6 years:

Class	Size	Estimated quantity
Carbon Dioxide	5 lb.	19
	10 lb.	3
	15 lb.	24
	20 lb.	2
Wet Chemical K	6 L	13

- (c) Approximate number of extinguishers requiring alternating maintenance/hydrostatic testing every 6 years:

Class	Size	Estimated quantity
Dry Chemical ABC	2.5 lb.	16
	5 lb.	232
	10 lb.	878
	20 lb.	8
Dry Chemical BC	5 lb.	1
	10 lb.	3
Dry Chemical D	30 lb.	3

B3. KITCHEN FIRE SUPPRESSION SYSTEMS

Contractor will perform semi-annual inspections of each kitchen fire suppression system in July and December. Inspections shall be in accordance with all applicable NFPA codes. Marshall University's kitchen fire suppression systems are located in Twin Towers Cafeteria (8), Memorial Student Center (4), and Harless Dining Hall (6); as well as smaller systems in the Housing Residence Halls (15), Henderson Center (1) and in Edwards Stadium (3).

	Location	Number	Billing Group
2.2.1	Memorial Student Center	4 (large)	Group 1 – Physical Plant
2.2.2	Henderson Center	1 (small)	Group 1 – Physical Plant
2.2.3	Twin Towers Cafeteria	8 (large)	Group 2 – Housing
2.2.4	Harless Dining Hall	6 (large)	Group 2 – Housing
2.2.5	Buskirk	6 (small)	Group 2 – Housing
2.2.6	Marshall Commons (Gibson, Haymaker, Wellman, Willis)	4 (small)	Group 2 – Housing
2.2.7	Holderby Hall	3 (small)	Group 2 – Housing
2.2.8	Towers East	1 (small)	Group 2 – Housing
2.2.9	Towers West	1 (small)	Group 2 – Housing
2.2.10	Edwards Stadium	3 (small)	Group 3 – Athletics

B4. PERSONNEL SERVICE:

Maintenance, hydrostatic testing, servicing, and recharging shall be performed by trained and certified persons having available the appropriate servicing manual(s), the proper types of tools, recharge materials, lubricants, and manufacturer's recommended replacement parts or parts specifically listed for use in the fire extinguisher or kitchen suppression system. Servicing techniques must be in accordance with the approval agencies having jurisdiction and standard industry practice.

Personnel will be equipped with the appropriate equipment necessary for proper trouble-shooting maintenance and repair service for the equipment covered by this service policy.

Workmen employed on this project shall be qualified and competent to perform the task to which they are assigned. Any workman found to be incapable of performing his work due to lack of skill, neglect, ungentlemanly character shall be removed from the project at the written request of the Director of Environmental Health & Safety, the Director of Physical Plant, or the Director of Public Safety.

Contractors will be required to wear their company uniform.

B5. RESPONSE TIMES:

Contractor must provide a response time of 2-4 hours for all emergencies and or systems that go down.

In the event of emergency service calls, the vendor shall provide service within a maximum of four (4) hours of receipt of call. Normal response time during regular work hours shall be sooner.

Contractor must be available 24/7 (including holidays) for service calls, backup and emergency support.

B6. REPORTING, COORDINATION, AND NOTIFICATIONS:

Contractor will coordinate maintenance and hydrostatic testing with the Marshall University Department of Environmental Health & Safety (EHS). EHS will establish a phased system of six year maintenance and hydrostatic testing so approximately the same number of units will be serviced each year.

Prior to installation of new fire extinguishers, the contractor must receive authorization from the Department of Environmental Health & Safety.

Prior to any inspection or maintenance of a fire or security alarm system, Marshall University Police Department must be notified at 304-696-4357

Upon completion of each inspection, a copy of each inspection report shall be provided to the Department of Environmental Health & Safety, 209 Sorrell Maintenance Building.

The Contactor shall maintain copies of all inspection reports and maintenance and hydrostatic

testing results. A copy of each inspection report, maintenance and testing results shall be provided to the Department of Environmental Health & Safety, 209 Sorrell Maintenance Building within one business day of completion. The Contractor shall also maintain an accurate count of all equipment per location and provide that information to EHS in a timely manner upon request.

Any discrepancies found shall be noted individually and on separate summary page. Documentation of discrepancies shall be provided to Marshall University Health and Safety office within one business day of inspection per facility. The service company shall keep copies on file for five years.

B7. PARTS

All parts required to maintain any of the systems shall be offered to the University at the vendor's standard price.

The contractor shall be required to maintain adequate spare parts so as not to delay repair of systems due to lack of material, subject to inspection by Marshall University personnel during normal business hours, 8:00 a.m. to 4:30 p.m., Monday through Friday.

The university reserves the right to purchase fire extinguishers and repair parts from other vendors and provide them to the vendor of this contract for installation.

B8. CONTRACT ADD-ONS AND CHANGES

If additional fire extinguishers or fire suppression systems are added during the life of this contract, the vendor shall provide all required services as noted above.

Vendor must submit a quotation for additional work to be approved by the Department of Safety and Health. This quotation will be forwarded to the Office of Purchasing for a contract purchase order release. Marshall University reserves the right to accept or reject any quotation that may be submitted in the "best interests" of the University.

No changes shall be made in this contract without the written permission or request by the Owner. This contract shall not be sublet without the permission of the Owner.

B9. PRICING INFORMATION includes group pricing for Part A

Item#	Description	Price
	REFILL AND SERVICE	
1	Dry Chemical (ABC) 2.5 lb.	12.00
2	Dry Chemical (ABC) 5 lb.	15.00
3	Dry Chemical (ABC) 10 lb.	26.75
4	Dry Chemical (ABC) 20 lb.,	35.00
5	Dry Chemical (BC) 5 lb.	25.00
6	Dry Chemical (BC) 10 lb.	26.75
7	Carbon Dioxide (CO2) 5 lb.	20.00
8	Carbon Dioxide (CO2) 10 lb.	30.00
9	Carbon Dioxide (CO2) 15 lb.	30.00
10	Carbon Dioxide (CO2) 20 lb.	30.00
11	K Wet Agent 6 L	40.00
	HYDROSTATIC TESTING	
12	Dry Chemical (ABC) 2.5 lb.	15.00
13	Dry Chemical (ABC) 5 lb.	15.00
14	Dry Chemical (ABC) 10 lb.	15.00
15	Dry Chemical (ABC) 20 lb.,	20.00
16	Dry Chemical (BC) 5 lb.	25.00
17	Dry Chemical (BC) 10 lb.	25.00
18	Carbon Dioxide (CO2) 5 lb.	50.00
19	Carbon Dioxide (CO2) 10 lb.	50.00
20	Carbon Dioxide (CO2) 15 lb.	50.00
21	Carbon Dioxide (CO2) 20 lb.	50.00
22	K Wet Agent 6 L	20.00
	INSPECTION	
23	Inspect and Tag Portable Extinguishers	4.00
24	Semi-Annual Inspection of Range Hood Fire Control Systems - Large	75.00
25	Semi-Annual Inspection of Range Hood Fire Control Systems - Small	50.00
	OTHER	
26	Environmental Disposal Fee	5.00
27	6 year Maintenance, Dry Chemical Extinguisher	26.75
	MISCELLANEOUS REPLACEMENT PARTS - Each	
28	Pull Station Break Rods	7.50
29	Range Hood System Nozzles	30.00
30	Plastic Nozzle Protector Caps	10.00
31	360 degree Temperature Links	10.00
32	500 degree Temperature Links	12.00
33	Parts – Other (section B7)	"Best Price" - Quote
	LABOR - Hourly	
34	Labor for Systems Repair, Straight Time	95.00
35	Emergency Service/After Hours Call	125.00
36	2-hour response to job site	125.00

RANGE HOODS		Semi-Annual	Annual
37	Memorial Student Center	\$ 300.00	\$600.00
38	Henderson Center	\$ 50.00	\$100.00
39	Twin Towers Cafeteria	\$ 600.00	\$1,200.00
40	Harless Dining Hall	\$ 450.00	\$900.00
41	Buskirk	\$ 300.00	\$600.00
42	Marshall Commons (Gibson, Haymaker, Wellman, Willis)	\$ 200.00	\$400.00
43	Holderby Hall	\$ 150.00	\$300.00
44	Towers East	\$ 50.00	\$100.00
45	Towers West	\$ 50.00	\$100.00
46	Edwards Stadium	\$ 150.00	\$300.00
GROUP PRICING (Sprinklers, Deluge, CO2, Pumps)			
47	Group 1 - Physical Plant		\$ 4,115.00
48	Group 2 - HRL		\$ 645.00
49	Group 3 – Athletics includes Stadium Store		\$ 155.00
50	Group 4 - SOM		\$ 680.00
51	Group 5 MUGC	Separate Contract	
52	Group 6 Forensic Science Complex		\$ 70.00
53	Group 7 Child Development Academy		\$ 155.00
54	Group 8 Public Safety		\$ 255.00
55	Group 9 RCBI		\$ 155.00
56	Group 10 Biotech Bldg.		\$ 155.00
57	Group 11 Capstone		\$ 350.00

End Part B

General**GROUP LIST**

Inspections/Services performed shall be invoiced according to the billing group below. Vendor shall submit invoices by group and shall include building and description of service provided. Marshall University may add buildings to the contract as needed.

Group 1 – Physical Plant

Art Warehouse	Memorial Student Center
Band Storage Building	Morrow Library
Bias (Crime Scene) House	Marshall Plaza
Chemical Storage Building	Myers Hall
Corbly Hall	MU Plaza
Dewco Warehouse/Print Shop	Old Main
Dot Hicks Memorial Softball Complex	Placement Center/Career Services
Drinko Library	President's House
East Hall	Public Safety Building
Gullickson Hall	Science Building
Harris Hall	Shewey Building
Henderson Center	Smith Hall/Music/Communication
Indoor Practice Facility	Sorrell Maintenance Building
Jenkins Hall	Veterans Memorial Soccer Complex
Joan C. Edwards Fine Arts Building	Visual Arts Complex
Jomie Jazz Center	Weight Training Complex
Gillette Welcome Center	Weisberg Engineering Complex
Prichard Hall	

Group 2 – Housing and Residence Life

Buskirk Hall	Twin Towers Cafeteria
Gibson Hall	Twin Towers East
Harless Dining Hall	Twin Towers West
Haymaker Hall	Wellman Hall
Holderby Hall	Willis Hall

Group 3 – Athletics – Edwards Stadium (includes Stadium Store)**Group 4 – Medical Services**

Joan C. Edwards School of Medicine	Health Information Center
Coon Educational Building	Rural Health Clinical Education Center - Chapmanville
Erma Byrd Clinical Education Outreach Center	

Group 5 – Marshall University Graduate College – South Charleston (Under Separate Contract)

Administration Building	Academic Building
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Group 6 – Forensics Science Complex

Forensic Science Building	Forensic Science Annex
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Group 7 – Marshall University Child Development Academy**Group 8 – Public Safety**

3 rd Avenue Parking Garage	6 th Avenue Parking Garage
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Group 9 – Robert C. Byrd Institute**Group 10 – Robert C Byrd Biotechnology Science Center****Group 11 – Capstone**

Freshman Residence Hall North	Recreation Center
Freshman Residence Hall South	

INSURANCE: The successful contractor must provide an insurance certificate naming Marshall University as additional insured.

LICENSING: Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the University to verify that the Vendor is licensed and in good standing with the above entities.

VENDOR RELATIONSHIP: The relationship of the Vendor to the University shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other defined compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and University with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the University, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

LIFE OF CONTRACT PAGE

LIFE OF CONTRACT: This contract becomes effective on 07/02/18 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 five (5) 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.

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. Any disputes brought by Vendor arising out of the agreement and any counter-claims or cross-claims by Marshall University (“Marshall”) shall be presented to the West Virginia Legislative Claims Commission. Any disputes brought by Marshall University (“Marshall”) arising out of the agreement shall be presented in the Circuit Court of Cabell County, West Virginia, or other appropriate Court having jurisdiction over the matter.
2. **HOLD HARMLESS** – Any provision requiring Marshall 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 Marshall to pay taxes are deleted. As a State entity, Marshall is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will Marshall 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. Marshall has no statutory authority to pay interest or late fees.
7. **NO WAIVER** – Any language in the agreement requiring Marshall 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, Marshall 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 Marshall may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** – Any provisions limiting Marshall’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** – Marshall 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, Marshall 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 the Marshall prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** – Marshall, 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** – Marshall shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Marshall agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** – Any provision requiring Marshall to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. Marshall may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by Marshall 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 Marshall 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, Marshall 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.
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.
23. **PUBLICITY** – Vendor shall not, in any way or in any form, publicize or advertise the fact that Vendor is supplying goods or services to Marshall without the express written consent of Marshall.

- 24. **UNIVERSITY MARKS** – Vendor shall not, in any way or in any form use Marshall’s trademarks or other intellectual property without prior written consent of Marshall.
- 25. **INTELLECTUAL PROPERTY** – Marshall will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising out of the agreement, and Vendor will execute any assignments of other documents necessary for Marshall to perfect such rights, provided that, for research collaboration pursuant to subcontracts under sponsored research agreements, intellectual property rights will be governed by the terms of the grant or contract to Marshall to the extent such intellectual property terms to apply to subcontractors.
- 26. **FERPA** Vendor agrees to abide by the Family Education Rights and Privacy Act of 1974 (“FERPA”). To the extent that Vendor receives personally identifiable information from education records as defined in (FERPA), Vendor agrees to abide by the limitations on re-disclosure set forth in which states that the officers, employees and agents of a party that receives education record information from Marshall may use the information, but only for the purposes for which the disclosure was made.

ACCEPTED BY:
MARSHALL UNIVERSITY

OFFICE OF PURCHASING

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: HERTZ FOR THE PROTECTION
INC.

Signed: [Signature]

Title: CEO/UP

Date: 7-1-18

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 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: (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:

Vendor's Name: Heritage Fire Protection, Inc.

Authorized Signature: [Signature] Date: 6/29/18

State of Kentucky

County of Boyd, to-wit:

Taken, subscribed, and sworn to before me this 29th day of June, 2018.

My Commission expires March 11, 2021.

AFFIX SEAL HERE **MARSHA A. THOMPSON**
NOTARY PUBLIC
State at Large
KENTUCKY

NOTARY PUBLIC Marsha A. Thompson

WV-73
Approved / July 7, 2017



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

STATE OF WEST VIRGINIA,

COUNTY OF Cabell, **TO-WIT:**

I, Jeff White, after being first duly sworn, depose and state as follows:

1. I am an employee of Heritage Fire Protection, Inc.; and,
(Company Name)
2. I do hereby attest that Heritage Fire Protection, Inc.
(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: Jeff White

Signature: *Jeff White*

Title: Lead Engineer

Company Name: Heritage Fire Protection, Inc.

Date: 6/29/18

Taken, subscribed and sworn to before me this 29th day of June, 2018.

By Commission expires 3/11/21

(Seal)

MARSHA A. THOMPSON
NOTARY PUBLIC
State at Large
KENTUCKY

Marsha A. Thompson
(Notary Public)

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV002944

Classification:

- ELECTRICAL
- GENERAL BUILDING
- GENERAL ENGINEERING
- HEATING, VENTILATING & COOLING
- MULTIFAMILY
- PIPING
- PLUMBING
- RESIDENTIAL
- SPECIALTY

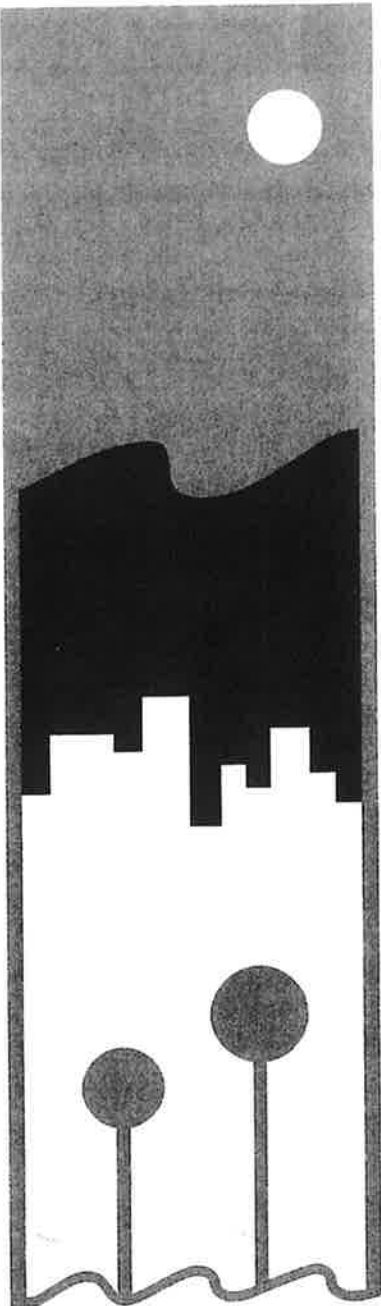
HERITAGE FIRE PROTECTION INC
 DBA HERITAGE FIRE PROTECTION INC
 400 SOUTH BIG RUN RD SUITE 1
 ASHLAND, KY 41102-9657

Date Issued

Expiration Date

OCTOBER 06, 2017

OCTOBER 06, 2018



**WEST VIRGINIA
 CONTRACTOR
 LICENSING
 BOARD**

[Handwritten Signature]
 Authorized Company Signature

[Handwritten Signature]
 Chair, West Virginia Contractor
 Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

**WEST VIRGINIA
STATE TAX DEPARTMENT
BUSINESS REGISTRATION
CERTIFICATE**

ISSUED TO:
**HERITAGE FIRE PROTECTION INC
400 S BIG RUN RD 1
ASHLAND, KY 41102-9657**

BUSINESS REGISTRATION ACCOUNT NUMBER: 1049-8582

This certificate is issued on: 08/4/2011

*This certificate is issued by
the West Virginia State Tax Commissioner
in accordance with Chapter 11, Article 12, of the West Virginia Code*

*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferrable and must be displayed at the location for which issued.

This certificate shall be permanent until cessation of the business for which the certificate of registration was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of this certificate displayed at every job site within West Virginia.



CITY OF HUNTINGTON
Finance Division

**CONTRACTOR LICENSE
CERTIFICATE**

HERITAGE FIRE PROTECTION INC
400 S BIG RUN RD
ASHLAND, KY 41102

Business License #: 467

7/1/2018 to 6/30/2019

Business Classification:

Contractor

***** Important Notice *****

This certificate is NOT transferable and must be conspicuously displayed at the location for which issued. HAWKERS and PEDDLERS must carry a copy of this certificate in every vehicle operated by them. CONTRACTORS must have a copy of this certificate displayed at job site. ALL license, tax and fees must be current to keep license in good standing. Engaging in business without conspicuously posting a valid certificate in the place of business is a violation of the Codified Ordinances of Huntington, West Virginia.

HERITAGE FIRE PROTECTION INC
400 S BIG RUN RD

ASHLAND, KY 41102

City of Huntington
P.O. Box 1659
Huntington, WV 25717
Phone: (304) 696-5969





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Peoples Insurance Agcy-Ashland PO Box 210 Manetta OH 45750		CONTACT NAME: Dawn Holley PHONE (A/C, No, Ext): 606-329-2200 FAX (A/C, No): 606-325-7787 E-MAIL ADDRESS: Dawn.Holley@pebo.com	
INSURED Herit-1 Heritage Fire Protection, Inc Mr. Phillip Hutchinson 400 South Big Run Road Ashland KY 41102		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : West Bend Insurance Company 15350 INSURER B : Brickstreet Mutual Ins Co 12372 INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 1577521398** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		143794204	4/19/2018	4/19/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		143794204	4/19/2018	4/19/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		143794204	4/19/2018	4/19/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	WCB1018805	12/30/2017	12/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Marshall University One John Marshall Drive Huntington WV 25755	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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UC Defaulted Accounts Search Results

Sorry, no records matching your criteria were found.

FEIN: 611159344
Business name: HERITAGE FIRE PROTECTION INC
Doing business
as/Trading as:

Please use your browsers back button to try again.

<u>WorkforceWV</u>	<u>Unemployment Compensation</u>	<u>Offices of the Insurance Commissioner</u>
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