



Purchase Order		 Marshall University Office of Purchasing One John Marshall Drive Huntington WV, 25755-4100 Direct all inquiries regarding this order to: (304) 696-2820			Purchase Order # <div style="text-align: center; font-weight: bold;">MU19KEYS</div>		
TO: Architectural Interior Products, Inc. 466 Airport Industrial Park Road Parkersburg, WV 26104 FEIN: 55-0602350 PH: 304-375-6395		Vendor Code: _____ Ship to: Room # _____		THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN WVFIMS Account #: _____			
P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	Contract #	
6/21/2019	2020	JH			Net 30	MU19KEYS	
<div style="border: 1px solid black; padding: 10px;"> <p style="text-align: center; margin: 0;"><u>CONTRACT ACCEPTANCE</u></p> <p style="margin: 5px 0;">On behalf of the Governing Board, MARSHALL UNIVERSITY hereby accepts the quotation of <u>Architectural Interior Products Inc.</u></p> <p style="margin: 5px 0;"><u>Key and Lock Systems for Marshall Commons Residence Halls</u></p> <p style="margin: 5px 0;">signed by <u>Rose Roberts</u></p> <p style="margin: 5px 0;">Title <u>Sales</u></p> <p style="margin: 5px 0;">on <u>May 29, 2019</u></p> <p style="margin: 10px 0;">Approved as to form this _____ day of _____, West Virginia Attorney General</p> <p style="margin: 10px 0;">By: <u>n/a</u> Chief Counsel</p> <p style="margin: 10px 0;">Effective: July 1, 2019 - June 30, 2020 Two (2) Optional Renewals</p> <p style="text-align: center; font-size: small; margin: 0;">THIS ORDER IS EXEMPT FROM ALL SALES TAX LIMIT EACH INVOICE TO A SINGLE PURCHASE ORDER NUMBER</p> </div>							
Line No.	Fund	Org.	Account	Encumber Amount	<div style="display: flex; justify-content: space-between;"> Total: <div style="border: 1px solid black; padding: 5px; font-weight: bold;">OPEN-END</div> </div> <div style="margin-top: 20px; text-align: center;">  Authorized Signature </div> <div style="text-align: right; margin-top: 10px;"> 6.26.19 Date </div>		
1.	VARIOUS	VARIOUS	VARIOUS	OPEN-END			
2.							
3.							
4.							
Mail Original Invoice and 1 Copy to: Marshall University Accounts Payable One John Marshall Drive Huntington, WV 25755-4500							

1. SPECIFICATIONS**Locks**

Item	Qty.	Description	Unit Price	Total
1-1.	400	Dorma C870 x US26D Cylindrical Lockset	\$96.45	\$38,580.00
1-2.	140	Dorma M9973 DLRM-626 Mortise Lockset	\$142.92	\$20,008.80
1-3.	560	KABA B1 Cores (Pre-pinned)	\$30.83	\$17,264.80

Miscellaneous

Item	Qty.	Description	Unit Price	Total
2-1.	2,000	1AK1B127 Key Blanks KABA Cut for New Code System	\$6.78	\$13,560.00
2-2.	400	Push Plate x US32S (Pre- drilled)	\$26.12	\$10,448.00
2-3.	5	120 Key Dupli-key Beige Cabinet 20 ½ x 16 ½ x 5" Depth	\$247.00	\$1,235.00

1.1 Additional Required Specifications:

Items for this project will be purchased quarterly, as needed.

P.O. TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the Governing Board having jurisdiction shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
2. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Seller without the Buyer's consent.
3. **BUYER:** For the purposes of These Terms and Conditions, the "Buyer" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Seller.
4. **CANCELLATION:** The Buyer may cancel any Purchase Order/Contract upon 30 days' written notice to the Seller.
5. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor, if applicable.
6. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Buyer, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules.
7. **DELIVERY:** For exceptions to the delivery date as specified In the Order, the Seller shall give prior notification and obtain the approval of the Buyer. Time is of the essence of this Order and it is subject to termination by the Buyer for failure to deliver on time.
8. **DISPUTES:** Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
9. **HOLD HARMLESS:** The Buyer will not agree to hold the Seller or any other party harmless because such agreement is not consistent with state law.
10. **MODIFICATIONS:** This writing is the parties' final expression of Intent. No modification of this Order shall be binding unless agreed to in writing by the Buyer.
11. **NON-FUNDING:** All services performed or goods delivered under this Purchase Order/Contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.

P.O. TERMS AND CONDITIONS continued...

12. ORDER NUMBERS: Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, Invoices and correspondence.

13. PAYMENT& AND INTEREST ON LATE PAYMENTS: Payments may only be made after the delivery of goods or services. Any provision for interest or charges on late payments is deleted.

14. RENEWAL: The contract may be renewed only upon mutual written agreement of the parties.

15. REJECTION: All goods or materials purchased herein are subject to approval of The Buyer. Any rejection of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, whether held by the Buyer or returned to the Seller, will be at the Seller's risk and expense.

16. SELLER: For the purposes of these Terms and Conditions, the "Seller" means the vendor whose quotation, bid, bid or expression of Interest has been accepted and has received a lawfully Issued Purchase Order from the Buyer.

17. SHIPPING, PACKING, BILLING, & PRICING: Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price Increase will be accepted without written authority from the Buyer.

18. TAXES: The state of West Virginia (the Buyer) is exempt from Federal and State taxes and will not pay or reimburse such taxes.

19. TERMINATION: In the-event of a breach by the Seller of any of the provisions of this contract, the Buyer reserves the right to cancel and terminate this 'contract forthwith upon giving written notice to the Seller. The Seller shall be liable for damages suffered by the Buyer resulting from the Sellers breach of contract.

20. WARRANTY: The seller expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose Intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.

LIFE OF CONTRACT PAGE

LIFE OF CONTRACT: This contract becomes effective on 7/1/2019 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 two (2) 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.

Request for Bid		 Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-f100 Direct all inquiries regarding this order to: (304) 696-2820		Bid # MU19KEYS		
Vendor:		Architectural Interior Products, Inc. 466 Airport Industrial Park Road Parkersburg, WV 26104		For information contact: Buyer: Justin Hawthorne hawthorne2@marshall.edu and purchasing@marshall.edu Phone: (304) 696-2820		
FEIN/SSN: 550602350		Phone: 304-375-6395		Fax: 304-375-6089		
Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED ON THIS FORM, SIGNED, AND UPLOADED INTO BONFIRE PORTAL, AND RECEIVED ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for each item contained herein. The Institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.						
DATE 5/15/2019		DEPARTMENT REQUISITION NO. MU19KEYS		BID OPENS: 3:00 PM on May 23, 2019		
BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID						
Item #	Quantity	Description			Unit Price	
		REQUEST FOR BIDS Marshall University, on behalf of the Board of Governors, invites qualified bidders for Key and Lock Systems for <i>Marshall Commons Residence Halls</i> . Sealed bids shall be accepted until <u>3:00PM on May 23, 2019</u> in Room #125, Old Main Building, Office of Purchasing, Marshall University, Huntington, West Virginia. At that time, bids will be opened, read aloud, and recorded.				
Total						

To the Office of Purchasing,

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days (unless a different period is inserted by the purchaser) from the bid opening date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder's guarantees shipment from

Factorywithin 42 days

Bidder's name Vendor)

Architectural Interior Products

Title

Sales

Signed By

Rose Roberts

Typed Name

Rose Roberts

Street Address

466 Airport Industrial Park Rd

City/State/Zip

Parkersburg WV 26104

Date:

5-29-19

Phone

304-375-6395

FcIn:

550-602-350

FOB

After receipt of order at address shown

Terms

Net 30

Request for Bids		Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2820		RFB# MU19KEYS
Vendor:		For information:		
Phone:		Buyer: Justin Hawthorne Office of Purchasing <u>hawthorne2@marshall.edu</u> and <u>purchasing@marshall.edu</u>		
Sealed requests for bids furnishing services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BIDS WILL BE SUBMITTED ON THIS FORM IN ORIGINAL, SIGNED IN FULL INK, AND NUMBER OF COPIES REQUESTED IN THE RFB, RECEIVED HAVE A DATE/TIME STAMP AFFIXED AND SUBMITTED IN BONFIRE BY BID OPENING TIME AND DATE. The Institution reserves the right to accept or reject bids separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.				
DATE 5/21/2019	DELIVERY REQUIREMENTS	DEPARTMENT REQUISITION NO.	BIDS OPEN: 3:00pm on 5/29/2019	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
Item #	Quantity	Description	Unit Price	Extended Price
		Addendum No. 1 Project: Key and Lock Systems for Marshall Commons Residence Halls Date: May 29, 2019 Time: 3:00pm The purpose of this addendum is to clarify project specifications and extend the opening of the bids. (Questions are unchanged from the original as received.) Receipt of this addendum must be acknowledged by signature in the space below.		

To the Purchasing Department,

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the proposal open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Proposer guarantees shipment from

Factorywithin 42 days

FOB

After receipt of order at address shown

Terms

Net 30

Proposer's name

Vendor Architctural Interiur Products, Inc

Signed By

Rose Roberts

Typed Name

Rose Roberts

Title

Sales

Street Address

466 Airport Ind. PK Rd

City/State/Zip

Parkersburg, WV 26104

Date

6-6-19Phone 304-375-6395

Fax

304-375-6089

Fein

550602350

Request for Bids	Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2820	RFB# MU19KEYS
Vendor: Phone: For information: Buyer: Justin Hawthorne Office of Purchasing <u>hawthorne2@marshall.edu</u> and <u>purchasing@marshall.edu</u>		
Sealed requests for bids furnishing services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BIDS WILL BE SUBMITTED ON THIS FORM IN ORIGINAL, SIGNED IN FULL INK, AND NUMBER OF COPIES REQUESTED IN THE RFB, RECEIVED HAVE A DATE/TIME STAMP AFFIXED AND SUBMITTED IN BONFIRE BY BID OPENING TIME AND DATE. The Institution reserves the right to accept or reject bids separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.		
DATE 5/24/2019	DELIVERY REQUIREMENTS	DEPARTMENT REQUISITION NO.
		BIDS OPEN: 3:00pm on 5/29/2019
		BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
Item #	Quantity	Description
		Addendum No. 2 Project: Key and Lock Systems for Marshall Commons Residence Halls Date: May 29, 2019 Time: 3:00pm The purpose of this addendum is to clarify project specifications. (Questions are unchanged from the original as received.) Receipt of this addendum must be acknowledged by signature in the space below.
		Unit Price
		Extended Price

To the Purchasing Department,

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the proposal open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Proposer guarantees shipment from

Factorywithin 42 days

FOB

After receipt of order at address shown

Terms

Net 30

Proposer's name

Vendor

Architectural Interior Products

Signed By

Rose Roberts

Typed Name

Rose Roberts

Title

Sales

Street Address

416 Airport Ind. PK Rd

City/State/Zip

Parkersburg, WV 26104

Date

6-6-19

Phone

304-375-6395

Fax

304-375-6089

Feln

550-602-350

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: Architectural Interior Products, Inc

Authorized Signature: *Rose Robert* Date: 5/28/2019

State of WV

County of Wood, to-wit:

Taken, subscribed, and sworn to before me this 28 day of May, 2019.

My Commission expires 6-12-23, 20 .



NOTARY PUBLIC

Morgan Nicole Worstell
Purchasing Affidavit (Revised 01/19/2018)

WV-96
1/1/2019

STATE OF WEST VIRGINIA ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS

State Agency, Board, or Commission (the "State"): Marshall University

Vendor: Architectural Interior Products Inc.

Contract/Lease Number ("Contract"): MU19KEYS

Commodity/Service: Key and Lock Systems For Marshall Commons Residence Halls

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominant over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.
Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.
Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

WV-96
1/1/2019

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.
- Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *italics* to identify language being added and ~~strikethrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: Marshall University
By: [Signature]
Printed Name: Stephanie Smith
Title: Interim Director of PO
Date: 6-26-19

Vendor: Architectural Interior Products, Inc
By: [Signature]
Printed Name: Rose Roberts
Title: Sales
Date: 6-18-2019

UC Defaulted Accounts Search Results

Sorry, no records matching your criteria were found.

FEIN: 550602350
Business name: ARCHITECTURAL INTERIOR PRODUCTS, INC
Doing business
as/Trading as:

Please use your browsers back button to try again.

WorkforceWV	Unemployment Compensation	Offices of the Insurance Commissioner
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