



## 1. SCOPE OF WORK

The vendor will provide cremation supplies and services to Joan C. Edward School of Medicine located at 1542 Spring Valley Drive, Huntington, WV 25704.

### 1.1 Services

- A. Crematory shall pick up cadavers and/or various anatomical parts for cremation from Joan C. Edward School of Medicine located at 1542 Spring Valley Drive, Huntington, WV 25704. Crematory shall deliver cremated remains back to the same address following cremation.
- B. Joan C. Edward School of Medicine will supply cardboard containers and all necessary paperwork
- C. The Crematory shall supply transit type for the cremated remains. These urns shall be of a non-rusting style, ie: Plastic Temporary Container.
- D. Annual Estimated Usage: 65-70 cadavers.

### 1.2 Other

Members of the Human Gift Registry reserve the right to inspect and approve/disapprove the crematory facilities.

### 1.3 Pricing

- |  |                 |
|--|-----------------|
| A. Units per cadaver up to 400 lbs     | <u>\$200.00</u> |
| B. Unit price per cadaver over 400 lbs | <u>\$300.00</u> |
| C. Unit Price per cremation container  | <u>\$20.00</u>  |

### 1.4 Maximum weight per cadaver 550 lbs



Office of Purchasing  
February 5, 2021

Hall Funeral Home  
DBA Ohio River Valley Crematory  
P.O. Box 391  
Proctorville, OH 45669

**Re: Contract Renewal for MU18CREMATION**

Dear Mr. Hall III,

The above referenced contract expires February 28, 2021. Marshall University wishes to renew the contract for cremation services.

Please annotate on the bottom of this letter, with your signature and date, if you agree to renew contract **MU18CREMATION** effective March 1, 2021 through February 28, 2022 under the same terms and conditions. Enclosed is a Purchasing Affidavit which requires signature and notarization as well.

Please return the letter and the enclosures signed in the original to the noted below.

Marshall University Office of Purchasing  
One John Marshall Drive  
Huntington, WV 25755-4100

If you have any questions, please feel free to call me at 304-696-2823.

Sincerely,

Becky Neace  
Purchasing Agent

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I agree to renew the current contract # **MU18CREMATION** for an additional one (1) year period under the same terms and conditions.

☒ Yes ☐ No

☐ Yes, subject to the following changes indicated below or in the attached letter.

Signature

2-8-2021  
Date

Ernest B. Hall  
Printed Name

President  
Title

Comments: \_\_\_\_\_

**WE ARE... MARSHALL.**



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: Hall Funeral Home DBA Ohio River Valley Crematory

Authorized Signature: Eric Hall Workman Date: 2-8-2021

State of Ohio

County of Lawrence, to-wit:

Taken, subscribed, and sworn to before me this 8<sup>th</sup> day of February, 2021.

My Commission expires January 8, 2023.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

[Signature]