


<b>Purchase Change Request</b>				Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100		<b>Order #</b> MU19SPRNKLR	
FY 20	Buyer MW	Date 07/08/2020	Account VARIOUS	P.O. Date 07/02/2018	Contract MU19SPRNKLR		
<b>Document</b> <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input type="checkbox"/> Open End Contract Purchase <input checked="" type="checkbox"/> Agreement			<b>Document Action</b> <input type="checkbox"/> Cancellation <input type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance <input type="checkbox"/> Freight <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Extension Error <input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/Address <input type="checkbox"/> Other				
Vendor Name, Address, Phone #, etc. HERITAGE FIRE PROTECTIONS INC 400 SOUTH BIG RUN RD SUITE 1 ASHLAND, KY 41102-9657			Vendor Code <b>61-1159344</b>		BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100		
Ph#		Fax		FEIN# 61-1159344			
Item#	Quantity	Description of Change				Unit Price	Extended Price
		<p align="center"><b>Change Order # <u>2</u></b></p> <p>PART A- SPRINKLERS &amp; BACKFLOW SERVICES PART B- FIRE EXTINGUISHERS &amp; FIRE SUPPRESSION SYSTEMS</p> <p>To renew contract MU19SPRNKLR and add inspection services for Fairfield Building between Marshall University and Heritage Fire Protection Inc. according to all terms, conditions, prices, and specifications contained in the original contract including all authorized change orders.</p> <p>Effective July 1, 2020 - June 30, 2021</p> <p>Renewal # 2 of 5. Remaining Renewals: 3</p>					
Reason for Change: Add Fairfield Building and renew contract.					Previous Total	\$	Open end
					Increase	\$	
					Decrease	\$	
					New Total	\$	Open end

Approved: Michelle Wheeler 7/8/2020  
 Authorized Signature Date

N/A  
 Attorney General if required Date

March 25, 2020

Heritage Fire Protection Inc  
400 South Big Run RD Suite 1  
Ashland, KY 41102-9657

**Re: Contract Renewal for MU19SPRNKLR**

To Whom It Concerns,

The above referenced contract expires June 30, 2020. Marshall University wishes to renew the contract upon written mutual agreement.

Please annotate on the bottom of this letter, with your signature and date, if you agree to extend contract **MU19SPRNKLR** Effective July 1, 2020 through June 30, 2021 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 304-696-2819

Sincerely,

*Brianna Selyes*  
Purchasing Agent

Derrick Gillespie  
Purchasing Agent

I agree to extend the current contract # **MU19SPRNKLR** an additional twelve (12) month period under the same terms and conditions.

Yes  No

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

*Erica Foster*  
Signature

*5/1/20*  
Date

*Erica Foster*  
Printed Name

*Secretary*  
Title

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



# HERITAGE FIRE PROTECTION, INC.

400 South Big Run • Suite # 1 • Ashland, Kentucky 41102 • 606-928-9265 • Fax 606-928-3054

May 1, 2020

Marshall University  
One John Marshall Drive  
Huntington, WV 25755

Attn: Derrick Gillespie

Re: Fairfield Landing- Pricing  
School of Pharmacy

Dear Mr. Gillespie,

Heritage Fire Protection, Inc proposes to provide inspection services for the School of Pharmacy Fairfield Building. The pricing for the inspections at Fairfield will be consistent with the pricing in the MU19SPRNKLR contract. I have provided an outline of this pricing below:

**Fairfield Building:**

<b>3 - Wet Sprinkler System</b>	<b>\$70.00 each</b>	<b>\$210.00 Total</b>
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We appreciate the opportunity to submit this proposal and look forward to working with you. Please contact me anytime if you have any questions.

Kindest Regards,

Erica Foster  
Heritage Fire Protection, Inc.

**Contract Synopsis**

Part A. Sprinklers & Backflow Devices	<b>\$25,580.00</b>
Pricing pages 5 and 13	
Part B2. Extinguishers	<b>\$4,808.00</b>
Pricing page 11	
Part B3. Range Hoods	<b>\$4,600.00</b>
Pricing page 12	
<b>TOTAL:</b>	<b>\$34,988.00</b>

**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.

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, fee 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 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 offline. 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 & 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 the 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 an 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 Sorrel 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 systems:

1. Price per Wet Sprinkler Inspection (56 Wet Systems) - \$70.00  
Price per Quarter:  $56 \times \$70.00 = \$3,920.00$   
**Annual Cost: \$15,680.00**

2. Price per Dry Sprinkler Inspection (13 Dry Systems) - \$85.00  
Price per Quarter:  $13 \times \$85.00 = \$1,105.00$   
**Annual Cost: \$4,420.00**

3. Price per Deluge Sprinkler Inspection (4 Deluge Systems) - \$80.00  
Price per Quarter:  $4 \times \$80.00 = \$320.00$   
**Annual Cost: \$1,280.00**

Annual inspections to be performed in July for CO2 Fire Suppression System:

4. Price per CO2 System Inspection (1 System) - \$400.00  
**Annual Cost: \$400.00**

Annual Inspection and flow rest to be performed in May for each Fire Pump:

5. Price per Fire Pump Flow Test (3 Fire Pumps) - \$400.00  
**Annual Cost: \$1,200.00**
6. Price per Backflow Preventer Inspections (52) - \$50.00  
**Annual Cost: \$2,600.00**

**Total Quarterly: \$5,345.00**

**Total Annual: \$25,580.00**

**A5. Billing/Building 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	Morrow Library
Band Storage Building	Marshall Plaza
Bias (Crime Scene House)	Myers Hall
Chemical Storage Building	MU Plaza
Corbly Hall	Old Main
Dewco Warehouse/Print Shop	Placement Center/Career Services
Dot Hicks Memorial Softball Complex	President's House
Drinko Library	Prichard Hall
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
Memorial Student Center	

**Group 2 – Housing and Residence Life**

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

**Group 3 – Athletics**

Edwards Stadium	Stadium Store
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**Group 4 – Medical Services**

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



Group 5 – Marshall University Graduate College – South Charleston

Administration Building

Academic Building

Group 6 – Forensics Science Complex

Forensic Science Building

Forensic Science Annex

Group 7 – Marshall University Child Development Academy

Group 8 – Public Safety

3<sup>rd</sup> Avenue Parking Garage

6<sup>th</sup> Avenue Parking Garage

Group 9 – Robert C. Byrd Institute

Group 10 – Robert C. Byrd Biotechnology Science Center

Group 11 – Capstone

Freshman Residence Hall North

Freshman Residence Hall South

Recreation Center

**Part B: Inspection and Maintenance of Fire Extinguishers and Fire Suppression Systems**

**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 be 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 are 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 inspections: 1,202
- 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 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 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 Notification**

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 per year.

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

Prior to an 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 Contractor 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 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 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 the 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 way 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
	<b>REFILL AND SERVICE</b>	
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 (OC2) 10 lb.	\$30.00
9.	Carbon Dioxide (CO2) 15 lb.	\$30.00
10.	Carbon Dioxide (CO2) 20 lb.	\$30.00
11.	K Wet Agent 6L	\$40.00
	<b>HYDROSTATIC TESTING</b>	
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 6L	\$20.00
	<b>INSPECTION</b>	
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
	<b>OTHER</b>	
26.	Environmental Disposal Fee	\$5.00
27.	6 year Maintenance, Dry Chemical Extinguisher	\$26.75
	<b>MISCELLANEOUS REPLACEMENT PARTS - EACH</b>	
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 (See Section B7.)	“Best Price” Quote
	<b>LABOR – Hourly</b>	
34.	Labor for Systems Repaired, Straight Time	\$95.00
35.	Emergency Service/After Hours Call	\$125.00
36.	2-hour response to job site	\$125.00

<b>Range Hoods</b>		<b>Semi-Annual</b>	<b>Annual</b>
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	\$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

<b>GROUP PRICING (Sprinklers and Deluge)</b>		<b>Quarterly</b>	<b>Annual</b>
47.	Group 1 – Physical Plant	\$4,115.00	\$16,460.00
48.	Group 2 – Housing Residence Life	\$855.00	\$3,420.00
49.	Group 3 – Athletics includes Stadium Store	\$155.00	\$620.00
50.	Group 4 – Medical Services		
51.	Group 5 – Marshall University Graduate College – South Charleston	Separate Contract	
52.	Group 6 – Forensic Science Complex	\$680.00	\$2,720.00
53.	Group 7 – Child Development Academy	\$155.00	\$620.00
54.	Group 8 – Public Safety	\$255.00	\$1,020.00
55.	Group 9 – Robert C. Byrd Institute	\$155.00	\$620.00
56.	Group 10 – Robert C. Byrd Biotechnology Center	\$155.00	\$620.00
57.	Group 11 – Capstone	\$350.00	\$1,400.00

<b>GROUP PRICING (CO2 and Pumps)</b>			<b>Annual</b>
58.	Group 1 – Physical Plant		\$400.00
59.	Group 1 – Physical Plant		\$1,200.00

**B10. 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	Morrow Library
Band Storage Building	Marshall Plaza
Bias (Crime Scene House)	Myers Hall
Chemical Storage Building	MU Plaza
Corbly Hall	Old Main
Dewco Warehouse/Print Shop	Placement Center/Career Services
Dot Hicks Memorial Softball Complex	President's House
Drinko Library	Prichard Hall
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
Memorial Student Center	

**Group 2 – Housing and Residence Life**

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

**Group 3 – Athletics**

Edwards Stadium	Stadium Store
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**Group 4 – Medical Services**

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



Group 5 – Marshall University Graduate College – South Charleston

Administration Building

Academic Building

Group 6 – Forensics Science Complex

Forensic Science Building

Forensic Science Annex

Group 7 – Marshall University Child Development Academy

Group 8 – Public Safety

3<sup>rd</sup> Avenue Parking Garage

6<sup>th</sup> Avenue Parking Garage

Group 9 – Robert C. Byrd Institute

Group 10 – Robert C. Byrd Biotechnology Science Center

Group 11 – Capstone

Freshman Residence Hall North

Freshman Residence Hall South

Recreation Center

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 exceed five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (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: Quica Feltz Date: 4/8/20

State of Kentucky

County of Boyd, to-wit:

Taken, subscribed, and sworn to before me this 8<sup>th</sup> day of April, 2020

My Commission expires 01/10/2024, 2024.

**AFFIX SEAL HERE**



**NOTARY PUBLIC** Melissa Moore

**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: Tracy Brown

Title: Director of Purchasing /CPO

Date: 9/21/18

**VENDOR**

Company Name: HERNANDO TUG. PROTECTIVE INC.

Signed: [Signature]

Title: CEO/UP

Date: 7-1-18