Purchase



Marshall University Office of Purchasing

Order #

Date

Change Request			t L	MARSHALL Huntington, W			Marshall Drive WV 25755-4100		MU21HVACSYSTS P2101210		
FY 22	Buyer AWN		Date 03/04/2022	Accou). Date 14/2020		Contract		
Document Requisition (Cancellation only) Regular Purchase Order Contract Purchase Order Open End Contract Purchase Agreement					Document Action Cancellation Increase/Decreas Unused Balance Freight Renewal Extension Error	e	☐ Error in Total Amount ☐ Change of Account ☐ Change of Vendor Name/Address ☐ Other				
Vendor Name, Address, Phone #, etc. Vendor Name, Address, Phone Ph				dor Code	Marshal Office o One Joh			hall Un e of Pui Iohn Ma	ne & Address I University f Purchasing n Marshall Drive ton, WV 25755-4100		
Item#	755-0781 Quantity	Fax			cription of Change				Unit Price	Extended Price	
To renew the contract according specifications contained in the authorized change orders. Original Contract Dates: January 1, 2020, through Decent Change Order No. 01 Renewal January 1, 2022, through Decent Renewal: One (1) of Three (3) Renewals Remaining: Two (2)				December 31, 202 newal Dates: December 31, 202 e (3)	act a	and all	ious Total				
Reason fo	or Change:	Renewal					Incre Deci	vious Total	s s	Open-End Open-End	
		A	Approved:	Author	Mala Wh	ıtı	e Neg	2		3/4/22 Date	

N/A

Attorney General if required

BOG 79

REQUEST FOR BIDS MU21HVACSYSTS

Marshall University Physical Plant - Full-Service Inspection, Maintenance and Repair Services for VRV, VRF and MAU HVAC Cooling Systems

EXHIBIT B - PRICING PAGE

Location	Frequency	Cost			
Visual Arts Center					
	Quarterly	6,330.00			
	Semi-Quarterly	12,660.00			
	Annual	25,320.00			
Old Main					
	Quarterly	2,962.50			
	Semi-Quarterly	5,925.00			
>	Annual	11,850.00			
Weisburg Applied	Engineering Comple	ex			
	Quarterly	7,972.50			
	Semi-Quarterly	15,945.00			
	Annual	31,890.00			
Drinko Library					
	Quarterly	3,577.50			
	Semi-Quarterly	7,155.00			
	Annual	14,310.00			
	TOTAL:	83,370.00			



Office of Purchasing

February 25, 2022

Mason & Barry, Inc. Attention: Terry Vaughan 301 Smiley Drive St. Albans, WV 25117

Re: Contract Renewal for MU21HVACSYSTS (P2101201)

Dear Mr. Vaughan,

The above referenced contract expired on December 31, 2021. There is a provision for renewal upon written mutual agreement of the parties.

Please annotate on the bottom of this letter, with your signature and date, if you agree to renew contract, MU21HVACSYSTS (P2101201), effective January 1, 2022, through December 31, 2022, under the same terms and conditions as the original contract including all approved change orders.

Please return the executed letter via email at your earliest convenience.

If you have any questions, please feel free to call me at 304-696-2599

Sincerely, Myla White Negle Angela White Negle Director of Purchasin	Megley ng / Chief Procurement Officer	
Lagran to the aurrent	MU21HVACSVSTS (D2101201\fo	r an additional one (1) year period under the
	litions as the original contract.	r all additional one (1) year period under the
Yes	No	
Yes, subject	to the following changes indicated	below or in the attached letter.
Rechards Signature	Mariate	2-25-2022 Bate



Client#: 617839

18MASONBAR

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/28/2022

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(les) 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 300 Summers Street, Suite #650	CONTACT Lisa Shinn PHONE (A/C, No, Ext): 304 346-0806 E-MAIL ADDRESS: certificatesVAWV@mcgriff.com					
Charleston, WV 25301	INSURER(S) AFFORDING COVERAGE	NAIC #				
304 346-0806	INSURER A: Westfield Insurance Company	24112				
INSURED	INSURER B : State Auto P & C Ins Co	25127				
Mason & Barry Inc 301 Smiley Drive	INSURER C:					
St Albans, WV 25177	INSURER D:					
St Albans, WV 25177	INSURER E :					
	INSURER F:					
COVERAGES CERTIFICATE NUMBER:	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. NOTWITHISTANDING 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 SLICH POLICIES. LIMITS SHOWN MAY HAVE BEEN BEDIEVED BY PAID CLAIMS.

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ISRI POLICY EFF POLICY EXP								
INSA LTA	TYPE OF INSURANCE			WVD	POLICY NUMBER	(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
Α	X	COMMERCIAL GENERAL LIABILITY			CMM5114784	02/01/2022	02/01/2023		s1,000,000
ŀ		CLAIMS-MADE X OCCUR	ļ					DAMAGE TO RENTED PREMISES (Ea occurrence)	s 500,000
1	X	PD Ded:1,000						MED EXP (Any one person)	s 5,000
1			ŀ			İ		PERSONAL & ADV INJURY	s1,000,000
	GEN	L'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	s2,000,000
		POLICY X PRO-	i					PRODUCTS - COMP/OP AGG	s2,000,000
L		OTHER:							\$
Α	AUT	OMOBILE LIABILITY			CMM5114784	02/01/2022	02/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
l	X	ANY AUTO	ĺ					BODILY INJURY (Per person)	s
		OWNED SCHEDULED AUTOS ONLY AUTOS	1			İ	1 [BODILY INJURY (Per accident)	s
	X	AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
L	X	Drive Oth Car							s
Α	X	UMBRELLA LIAB X OCCUR			CMM5114784	02/01/2022	02/01/2023	EACH OCCURRENCE	s 5,000,000
		EXCESS LIAB CLAIMS-MADE	ŀ					AGGREGATE	s5,000,000
L		DED X RETENTION \$0							\$
В		RKERS COMPENSATION EMPLOYERS' LIABILITY			10096225WC	09/30/2021	09/30/2022	X PER STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE (1/10)	N/A		Includes	WV Broad	Form	E.L. EACH ACCIDENT	s1,000,000
1	(Mar	idatory in NH)			Employers	Liability	Section	E.L. DISEASE - EA EMPLOYEE	s1,000,000
<u> </u>	DES	s, describe under CRIPTION OF OPERATIONS below			23-4-2	of WV	Code	E.L. DISEASE - POLICY LIMIT	s1,000,000
l									
1	-		1	- i	··		1		
		·····							

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

CER	TIFICA'	TE HO	OLDER

Marshall University
Attn: Office of Purchasing
One John Marshall Drive, Old
Main 125
Huntington, WV 25755-4100

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

Shewing Dodies

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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.

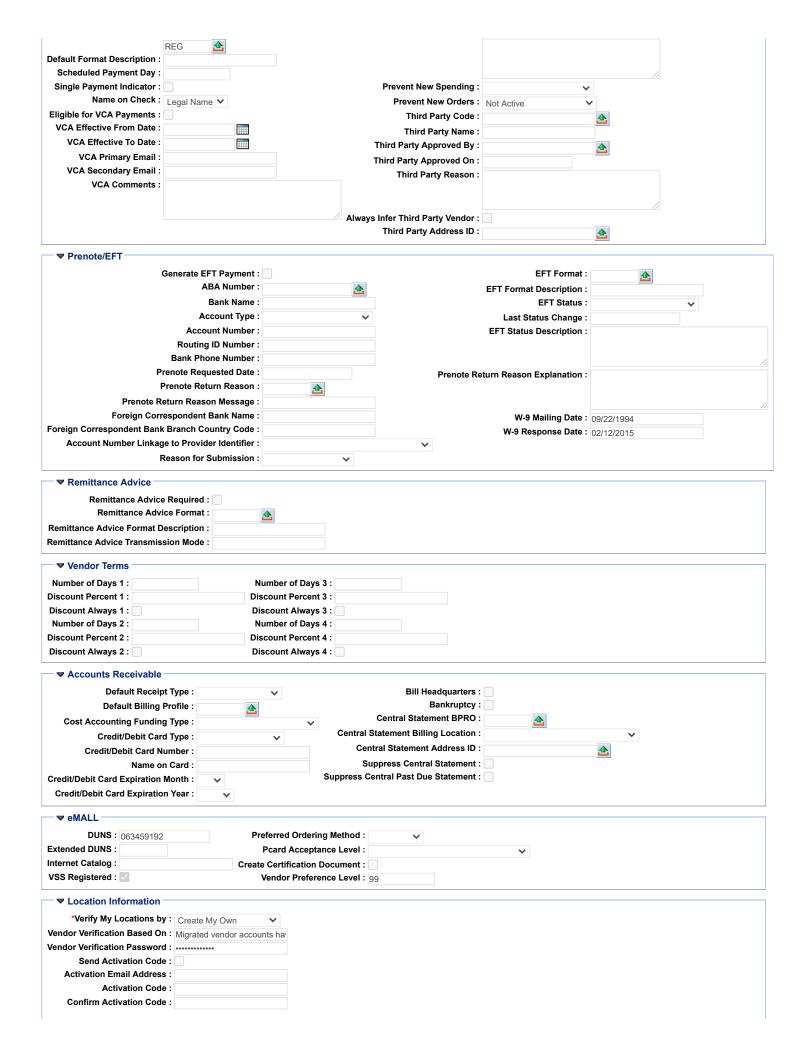
WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Mason and Barry, Inc.
Authorized Signature: Mathaburu Date: 2/25/2022
State of WV
County of <u>Futnam</u> , to-wit:
Taken, subscribed, and sworn to before me this $\frac{25}{2}$ day of February, 2027
My Commission expires
AFFIX SEAL HERE Official Seal Notary Public, State of West RATION PUBLIC GLUMBER PUBLIC GLUMBER PUBLIC GLUMBER Purchasing Affidavit (Revised 01/19/2018)

St. Albans, WV 25177

My Commission Expires January 31, 2026





Requestor Name :									
Requestor Phone Number :									
Confirm Verifications :									
► Fee and Vendor Compli	ance Holds								
Fee Exempt :			Tax Clearance :						
Registration Application Date :	01/18/2022	- U	Inemployment Insurance :						
Registration Effective Date :	01/22/2022		Worker's Compensation :						
Registration Expiration Date :	01/22/2023	Secret	Secretary of State Registration :						
Pre-Registration Code :			Federal Debarred :						
► ► Executive Compensation	on —								
Additional Information -									
Miscellaneous Field 1 :		Miscellaneous	s Flag 1 :						
Miscellaneous Field 2 :		Miscellaneous	_						
Miscellaneous Field 3 :		Miscellaneous	s Flag 3 :						
Miscellaneous Field 4 :									
Miscellaneous Field 5 :									
Miscellaneous Field 6 :									
Miscellaneous Field 7 :									
▼ Travel									
Traveler :									
Travel Policy :	<u> </u>								
Allow Traveler Advances :									
PCard ID :		<u> </u>							
		<u> </u>							
Change Management									
Created By: conversion		Last Modified By	: oliverte2						
Conversion		1 1 11 125 1 0	Terra N Oliver						
Created On: 06/03/2014		Last Modified On							
Last Approved By : oliverte2 Terra N Oliv		Comments	: applied chl#93810 memo#51 1/18/22 hold	2 not on					
Last Approved On: 01/18/2022									
Date Registered : 06/03/2014									
Ton									
Top CREATE DOCUMENT> Create N	ew Record Modify	Existing Record							
UPDATE> <u>Headquarters</u>	Add 1099 Informa	ation Entry Add	d 1042-S Reporting Information Entry	Vendor Business Types By	<u>Commodity</u>				
SEARCH BY> Master Contact	ots <u>Master Ad</u>	<u>dresses</u> <u>Vendo</u>	or Commodity Vendor Addresses	Vendor Business Types	Vendor Service Areas	VCM Query			
Historical Vendor Information	Vendor Notes	<u> </u>							
Vendor Transaction History									