


<b>Purchase Change Request</b>			 Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100			<b>Order #</b> MU21SNOWREM		
FY 2022	Buyer JH	Date 12/17/2021	Account Various	P.O. Date 12/14/2020	Contract MU21SNOWREM			
<b>Document</b> <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input checked="" type="checkbox"/> Open End Contract Purchase <input type="checkbox"/> Agreement				<b>Document Action</b> <div style="display: flex; justify-content: space-between;"> <div> <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           </div> <div> <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           </div> </div>				
Vendor Name, Address, Phone #, etc. Legacy Concrete Finishing Inc. 2677 Riverbend Drive Ona, WV 25545				Vendor Code <b>822812254</b>		BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100		
Ph# 304-638-1017		Fax		FEIN# 822812254				
Item#	Quantity	Description of Change			Unit Price	Extended Price		
		<p style="text-align: center;"><b>Change Order # <u>1</u></b></p> <p>To renew contract MU21SNOWREM all in accordance with the terms, conditions, and specifications contained in the original contract.</p> <p style="text-align: center;"><b>SNOW REMOVAL SERVICES</b></p> <p>Contract Effective Dates: December 15, 2021 - December 14, 2022            Renewal #1 of 4            Renewals remaining: (3) Three</p>						
Reason for Change: Contract Renewal					Previous Total	\$ Open-End		
					Increase	\$		
					Decrease	\$		
					New Total	\$ Open-End		

Approved:

Authorized Signature

*Michelle Wheeler*

Date

*12/17/2021*

N/A

Attorney General if required

Date

## PRICING PAGE

Item #	Description	Cost Type	Price
#1-1	<b>Snow removal 2" and greater at hourly rate</b>	Hourly Rate	\$ 80.00
#2-1	<b>Application of Sand on Paved Sites cost of sand per ton</b>	Cost for Sand per Ton	\$ 100.00

## **MU21SNOWREM – Office of Public Safety Open-End Snow Removal Contract**

### **SPECIFICATIONS**

1. **PURPOSE and SCOPE:** The Marshall University Office of Purchasing is soliciting bids on behalf of the Office of Public Safety to establish an Open-End contract for Snow Removal Services.

The awarded bidder shall furnish all labor, equipment, and material necessary to remove snow and/or ice from all paved parking lots, parking structures and their entrances/exits on the Marshall University Campus. (See Appendix A)

2. **DEFINITIONS:** the terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.

- 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 4 below and on the Pricing Pages.
- 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in Bonfire™ or attached hereto as Attachment “A” and used to evaluate the Solicitation responses.
- 2.3 **“Solicitation”** means the official notice of an opportunity to supply Marshall University with goods or services.

3. **QUALIFICATIONS:**

- 3.1 The Vendor must have a minimum of two (2) years’ experience in the business of providing snow removal services.
- 3.2 All equipment used for snow removal must be in accordance with all applicable federal, state, and local regulations. It will be the vendor’s responsibility to keep the equipment in good repair and capable of beginning snow removal upon notification.
- 3.3 Equipment operators must have a valid license for the type of equipment they are operating. Any vendor’s employee operating a motor vehicle must have a valid Driver’s License.

4. **CONTRACT ITEMS AND MANDATORY REQUIREMENTS:**

- 4.1 **Snow Removal:** Plowing of snow will begin after accumulation of 2”, or as notified and directed by a Marshall University Office of Public Safety representative. Public Safety will work with the vendor to determine a suitable location where the snow may be piled.
- 4.2 **Sand:** At the owner’s direction, the vendor shall use concrete sand on parking lots

## MU21SNOWREM – Office of Public Safety Open-End Snow Removal Contract

and parking structures as needed when ice is present.

Specifications:

Color: Tan to light brown

Shape: Subangular to rounded

Weight: Approx. 1.4 tons per loose cubic yard

- 4.3 **Notification:** A representative from the Marshall University Office of Public Safety will notify the vendor when snow and/ice removal is required.

**Note:** The Marshall University Office of Public Safety's Communications Center is open 24 hours a day, 7 days a week and is located at the corner of 18<sup>th</sup> Street and 5<sup>th</sup> Avenue. The telephone number is (304) 696-4357.

The vendor must notify the Marshall University Office of Public Safety Office the start time and the date prior to beginning removal of snow and/or ice from the parking lots and structures.

The vendor must notify the Marshall University Office of Public Safety Office of the completion time and date of work.

- 4.4 **Availability:** The vendor must be available 24 hours per day, 7 days per week.
- 4.5 **Mileage and Travel:** The selected vendor will be responsible for all mileage and travel costs, including travel time, in performing the services associated with the contract.
- 4.6 **Other Requirements:** The vendor shall perform the work in a way to minimize disruption to the normal operation of Marshall University.

When classes are not in session, the vendor may be required to clear only certain areas designated as faculty and staff usage. The specific instructions of which areas to be cleared will be given to the vendor when notification is given.

During periods when Marshall University is closed for regular business, snow and/or ice removal may only be required for parking areas near campus facilities where special events are scheduled. The contractor will be instructed which areas are to be cleared when notification is given.

- 4.7 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract. Vendor shall provide advanced notification to Office of Public Safety if the contracted items becomes unavailable.
- 4.8 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items

## MU21SNOWREM – Office of Public Safety Open-End Snow Removal Contract

being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

- 4.9 **Supervisor:** The vendor will be responsible for providing qualified supervisor (s) to physically inspect, monitor, and supervise contractor employees, ensuring adherence to the contract service.

Vendor should list its Supervisor and his or her contact information below:

Supervisor Name: Jason Dunlap  
 Telephone Number: 304-638-0917  
 Fax Number: \_\_\_\_\_  
 Email Address: legacyconcrete.1@gmail.com

### 5. CONTRACT AWARD:

- 5.1 **Contract Award:** A contract shall be awarded to the Vendor that provides the contract items meeting the required specifications for the lowest overall total cost, as shown on the Pricing Pages.
- 5.2 **Contract Term:** A contract term shall be for a period of one (1) year and may be renewed for four (4) additional one-year periods.
- 5.3 **Pricing Pages:** Vendor should complete the Pricing Pages by completely filling out the Bid Table in Bonfire. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied. Estimates are given for evaluation purposes only. Actual quantities may be more or less.

Unit Price multiplied by Estimated Quantity equals Extended Cost. Adding the Extended Cost column provides the Total Bid Amount.

The Vendor should electronically enter the information into the Bid Table in the Bonfire portal, Attachment A, if available, or as an electronic document. In most

## **MU21SNOWREM – Office of Public Safety Open-End Snow Removal Contract**

cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address:  
brown dolinsk@marshall.edu.

If unable to respond online, Vendor must submit the typed and legible Attachment "A" Pricing Pages in its entirety with your bid prior to the scheduled bid opening date and time.

### **6. ORDERING AND PAYMENT:**

6.1 **Ordering:** Vendor shall accept orders through regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Departments may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Department orders on-line.

6.2 **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6.3 **Invoicing:** Invoice shall be submitted for payment in arrears and must include the following information:  
Invoice must include the date the services were performed, contract number, and complete address of contractor and building location.

Invoices may be emailed to [turnerro@marshall.edu](mailto:turnerro@marshall.edu) and [acctspayable@marshall.edu](mailto:acctspayable@marshall.edu) or mailed to the following address:

**Accounts Payable**  
Marshall University  
One John Marshall Drive  
Huntington, WV 25705

### **7. DELIVERY AND RETURN**

7.1 **Delivery Time:** Vendor shall deliver standard orders within one working days after orders are received. Vendor shall deliver emergency orders according to the terms of the contract. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

7.2 **Late Delivery:** The Department placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to Marshall University will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

**MU21SNOWREM – Office of Public Safety  
Open-End Snow Removal Contract**

- 7.3 **Third Party:** Any Department seeking to obtain items from a third party under this provision must first obtain approval of the Office of Purchasing.
- 7.4 **Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Department's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Department separately for such delivery. The Department will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 7.5 **Return of Unacceptable Items:** If the Department deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Department to arrange for the return and reimburse Department for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Department with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Vendor's location. The returned product shall either be replaced, or the Department shall receive a full credit or refund for the purchase price, at the Department's discretion.
- 7.6 **Return Due to Department Error:** Items ordered in error by the Department will be returned for credit within thirty (30) days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or five (5) % of the total invoiced value of the returned items.

**8. VENDOR DEFAULT**

- 8.1 The following shall be considered a vendor default under this Contract.
- 8.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 8.1.2 Failure to comply with other specifications and requirements contained herein.
- 8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 8.1.4 Failure to remedy deficient performance upon request.

**MU21SNOWREM – Office of Public Safety  
Open-End Snow Removal Contract**

**8.2** The following remedies shall be available to Department upon default.

**8.2.1** Immediate cancellation of the Contract.

**8.2.2** Immediate cancellation of one or more release orders issued under this Contract.

**8.2.3** Any other remedies available in law or equity.



## MARSHALL UNIVERSITY

### GENERAL TERMS AND CONDITIONS

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document constitutes acceptance of this contract (the Contract) made by and between Marshall University (University or Marshall) and the Vendor. Vendor's signature to the Contract signifies Vendor's agreement to be bound by and accept the terms and conditions contained in the Contract. Therefore, the parties agree that the following contractual terms and conditions are dominate over any competing terms made a part of the Contract. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THESE GENERAL TERMS AND CONDITIONS, THESE GENERAL TERMS AND CONDITIONS SHALL CONTROL**

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications, if applicable, included with the Solicitation/Contract.

**2.1 "Award Document"** means the document that identifies the Vendor as the Contract holder when signed by the Vendor and Marshall University's Office of Purchasing and, when necessary, approved as to form by the Attorney General.

**2.2 "Bid" or "Proposal"** means the Vendor's verbal bid or written bid provided in response to a solicitation by the University.

**2.3 "Board"** means the Governing Board of Marshall University.

**2.4 "Buyer"** means an individual designated by a Chief Procurement Officer to perform designated purchasing and acquisition functions as authorized by the Chief Procurement Officer.

**2.5 "Chief Procurement Officer"** means the individual designated by the President of Marshall University to manage, oversee and direct the purchasing and acquisition of supplies, equipment, services, and printing for the University.

**2.6 "Contract"** means the binding agreement that is entered between the University and the Vendor to provide requested goods and/or services requested in the Solicitation.

**2.7 "Governing Board"** means the Marshall University Board of Governors as provided for in the West Virginia state code.

**2.8 "Higher Education Institution"** means an institution as defined by Sections 401(f), (g) and (h) of the federal Higher Education Facilities Act of 1963, as amended.

**2.9 "Office of Purchasing"** means the section within Marshall University headed by the Chief Procurement Officer and its personnel.

December 2, 2019

**2.10 "Purchasing Card" or "P-Card"** means The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.

**2.11 "Responsible Bidder" and "Responsible Vendor"** mean a person and/or vendor who have the capability in all respects to perform contract requirements, and the integrity and reliability which will assure good faith performance.

**2.12 "Responsive Bidder" and "Responsive Vendor"** mean a person and/or a vendor who has submitted a bid which conforms in all material respects to the invitation to bid.

**2.13 "Solicitation"** means the notice of an opportunity to supply the University with goods and services.

**2.14 "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, departments or divisions as context requires.

**2.15 "University"** means Marshall University or Marshall.

**2.16 "Vendor" or "Vendors"** means any entity providing either a verbal or written bid in response to the solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**2.17 "Will", "Shall" and "Must"** identifies a mandatory item or requirement that concludes the duty, obligation or requirement imposed is mandatory, as opposed to being directory or permissive.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of the Contract shall be determined in accordance with the category that has been identified as applicable to the Contract below:

☒ **Term Contract**

**Initial Contract Term:** The Contract becomes effective on award  
12/31/2021 and extends for a period of one (1) year(s).

**Renewal Term:** The Contract may be renewed upon the mutual written consent of the University and the Vendor. Any request for renewal should be submitted to the University thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of the Contract is limited to four (4) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed forty-eight (48) months in total. Automatic renewal of the Contract is prohibited.

December 2, 2019

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.

- ☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.
- ☐ **Fixed Period Contract:** The Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_.
- ☐ **Fixed Period Contract with Renewals:** The Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract must be completed within \_\_\_\_\_ days. Upon completion, the Vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ successive one-year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total.
- ☐ **One-Time Purchase:** The term of the Contract shall run from the issuance of the Award Document until all the goods contracted for have been delivered, but in no event, will the Contract extend for more than one fiscal year.
- ☒ **Other:** See attached. MU21SNOWREM

**4. NOTICE TO PROCEED:** Vendor shall begin performance of the Contract immediately upon receiving notice to proceed unless otherwise instructed by the University. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under the Contract shall be determined in accordance with the category that has been identified as applicable to the Contract below.

- ☐ **Open End Contract:** Quantities stated in the solicitation are approximations only, based on estimates supplied by the University. It is understood and agreed that the Contract shall cover the quantities ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- ☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

December 2, 2019

- ☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- ☐ **One-Time Purchase:** The Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under the Contract without an appropriate change order approved by the Vendor, University, and/or when necessary, the Attorney General's office.

**6. EMERGENCY PURCHASES:** The Chief Procurement Officer may suspend the use of a university wide mandatory contract (the University's Office of Purchasing has created standard specifications that are establish University wide contracts for commonly used commodities and services that are needed on a repetitive basis), or the competitive bidding process to allow a Department to purchase goods or services in the open market if for immediate or expedited delivery in an emergency.

Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work, provided that a required University emergency purchase with another vendor does not cause a breach of contract.

**7. REQUIRED DOCUMENTS:** All the items checked below must be provided to the University by the Vendor as specified below.

- ☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Marshall University Office of Purchasing Office prior to Contract award.
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be received by the Marshall University Office of Purchasing Office prior to Contract award.
- ☐ **MAINTENANCE BOND:** The successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and received by the Marshall University Office of Purchasing Office prior to Contract award.
- ☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the University.
- ☐
- ☐

December 2, 2019

☐ INSERT ADDITIONAL CONDITIONS BELOW:

☐
☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications prior to Contract award regardless whether that requirement is listed above.

**8. INSURANCE:** The Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the University with proof that the insurance mandated herein has been continued. Vendor must also provide with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of the contract. The Vendor shall also furnish proof of any additional insurance requirements prior to the Contract award regardless of whether that insurance requirement is listed in this section.

Any provisions requiring the University to maintain any type of insurance for either of its or the Vendors benefit is deleted.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence and an aggregate of 5,000,000.00.

☒ **Automobile Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence and an aggregate of 5,000,000.00.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence and an aggregate of \_\_\_\_\_.

☐ **Commercial Crime and Third-Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence and an aggregate of \_\_\_\_\_.

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence and an aggregate of \_\_\_\_\_. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in performance of the Contract and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

December 2, 2019

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.  
\_\_\_\_\_ per occurrence and an aggregate of \_\_\_\_\_.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the University's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_

☐ **Liquidated Damages Contained in the Specifications**

**11. ACCEPTANCE:** Vendor's signature on the certification and signature page, constitutes an offer to the University that cannot be unilaterally withdrawn, signifies that the product or service proposed by Vendor meets the mandatory requirements for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions unless otherwise indicated.

**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. PRICING/BEST PRICE GUARANTEE:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation by the University. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the University and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** 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.

**15. PAYMENT METHODS:** The Vendor must accept payment by electronic funds transfer or P-Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's P-Card or by electronic funds transfer as payment for all goods and services for the reason(s) stated below:

☐ \_\_\_\_\_

☐ \_\_\_\_\_

December 2, 2019

**16. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract. Any references contained in the Contract, Vendor's bid, or in any American Institute of Architects documents obligating the University to pay to compensate Vendor, in whole or in part, for lost profit, pay a termination fee, pay liquidated damages if the Contract is terminated early, seeking to accelerate payments in the event of Contract termination, default, or non-funding, costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is hereby deleted. Any language imposing and interest or charges due to late payment is deleted.

**17. 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.

**18. 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.

**19. LIMITING LIABILITY:** Any language limiting the Vendor's liability for direct damages is deleted.

**20. TAXES:** The Vendor shall pay any applicable sales, use, personal property or other taxes arising out of the Contract and the transactions contemplated hereby. The University is exempt from federal and state taxes and will not pay or reimburse such taxes. The University will, upon request, provide a tax-exempt certificate to confirm its tax-exempt status.

**21. FISCAL YEAR FUNDING:** The Contract shall continue for the term stated herein, contingent upon funds being appropriated by the WV Legislature or otherwise being made 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 University 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.

**22. CANCELLATION/RIGHT TO TERMINATE:** The University reserves the right to cancel/terminate the Contract immediately upon written notice to the Vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The University may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor. In the event of early cancellation, the University agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are delete that seek to require the State to (1) compensate Vendor, in whole or in part, for loss profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

In the event that a vendor fails to honor any contractual term or condition, the Chief Procurement Officer may cancel the contract and re-award the contract to the next lowest responsible and responsive bidder in accordance with the Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, section 7.4.1

December 2, 2019

Any language seeking to accelerate payments in the event of Contract termination, default or non-funding is hereby deleted.

**23. RIGHT OF FIRST REFUSAL** Any language seeking to give the Vendor a Right of First Refusal is hereby deleted.

**24. DISPUTES** – Any language binding the University 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 University shall be brought in the West Virginia Legislative 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.

**25. TIME:** Time is of the essence with regard to all matters of time and performance in the Contract.

**26. 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.

**27. APPLICABLE LAW:** The Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, W. Va. Code or Marshall University Board of Governors Policy No. FA-9 Purchasing Policy is void and of no effect. 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

**28. COMPLIANCE WITH GOVERNING LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that, as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

**29. ARBITRATION:** Any references made to arbitration contained in the Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to the Contract are hereby deleted, void, and of no effect.

**30. MODIFICATIONS:** Notwithstanding anything contained in the Contract to the contrary, no modification of the Contract shall be binding without mutual written consent of the University, and the Vendor.

**31. 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.

December 2, 2019



**32. NO WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of the Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

Any provisions requiring the University to waive any rights, claims or defenses is hereby deleted.

**33. SUBSEQUENT FORMS:** The terms and conditions contained in the Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the University such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**34. ASSIGNMENT:** Neither the Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the University and any other government or office that may be required to approve such assignments.

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.

**35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by the Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the University; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**36. UNIVERSITY EMPLOYEES:** University employees are not permitted to utilize the Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**37. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the University, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the University's policies, procedures, and rules.

**Proposals are NOT to be marked as confidential or proprietary** 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-1-1, et. seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the University's sole discretion. The University shall not be liable in any way for disclosure of any such records

December 2, 2019

Any provisions regarding confidentiality of 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.

**38. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §18B-5-4 and the Freedom of Information Act in W.Va. Code Chapter 29B.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, CONTAINING A TRADE SECRET(S), OR IS OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Marshall University Office of Purchasing constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document.

**39. 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 University 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 University 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.

**40. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document from Marshall University, the Vendor agrees to convey, sell, assign, or transfer to the University all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by Marshall University. Such assignment shall be made and become effective at the time the University tenders the initial payment to Vendor.

**41. 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.

**42. 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.

**43. VENDOR CERTIFICATIONS:** By signing its bid or entering into the Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that the Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity

December 2, 2019

that could be considered a violation of law; and (4) that it has reviewed the Contract in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the University. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with the all State agencies as required.

**44. 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 the 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 University 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 deferred 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.

**45. 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.

**46. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §18B-5-5 and §5A-3-18 the University is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Marshall University Office of Purchasing affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**47. WEST VIRGINIA DRUG-FREE WORKPLACE CONFORMANCE AFFIDAVIT** West Virginia Alcohol and Drug-Free Workplace Act requires public improvement contractors to have and implement a drug-free workplace policy that requires drug and alcohol testing. This act is applicable to any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract for which the value of contract is over \$100,000. No public authority may award a public improvement contract which is to be let to bid to a contractor unless the terms of the contract require the

December 2, 2019

contractor and its subcontractors to implement and maintain a written drug-free workplace policy and the contractor and its subcontractors provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free workplace policy.

**48. DISCLOSURE OF INTERESTED PARTIES** A state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1,000,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract.

**49. CONFLICT OF INTEREST:** Vendor, its officers, members, or employees shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the University.

**50. MARSHALL UNIVERSITY'S INFORMATION TECHNOLOGY SERVICES AND SUPPORT DEPARTMENT (IT) FEES:** If a vendor requires services through the Marshall University's IT Department, they must reimburse the University at the IT Rate Schedule which is located at: <https://www.marshall.edu/it/rates/>.

**51. PUBLICITY:** Vendor shall not, in any way or in any form, publicize or advertise the fact that Vendor is supplying goods or services to the University without the express written consent of the Marshall University Communications Department. Requests should be sent to [ucomm@marshall.edu](mailto:ucomm@marshall.edu).

**52. UNIVERSITY MARKS:** Vendor shall not, in any way or in any form use the University's trademarks or other intellectual property without the express written consent of the Marshall University Communications Department. Requests should be sent to [ucomm@marshall.edu](mailto:ucomm@marshall.edu).

**53. INTELLECTUAL PROPERTY:** The University 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 the University 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 the University to the extent such intellectual property terms to apply to subcontractors.

**54. 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.

December 2, 2019

**55. REPORTS:** Vendor shall provide the University with the following reports identified by a checked box below:

- ☒ Such reports as the University may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by University, etc.
- ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by University.

**56. PREFERENCE FOR THE USE OF DOMESTIC STEEL PRODUCTS IN STATE CONTRACT PROJECTS:** Pursuant to W.Va. Code §5A-3-56, (a)(1) Except when authorized pursuant to the provisions of subsection (b) of this section, no contractor may use or supply steel products for a state contract project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W.Va. Code §5A-3-56. As used in this section (2):

(A) "State contract project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of any materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after the effective date of this section on or after June 6, 2001.

(B) "Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made by the open hearth, basic oxygen, electric furnace, bessemer or other steel making process.

(b) Notwithstanding any provision of subsection (a) of this section to the contrary, the Director of the West Virginia Department of Administration, Purchasing Division ("Director of the Purchasing Division") may, in writing, authorize the use of foreign steel products if:

(1) The cost for each contract item used does not exceed one tenth of one percent of the total contract cost or \$2,500, whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

(2) The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**57. PREFERENCE FOR DOMESTIC ALUMINUM, GLASS AND STEEL PRODUCTS:**

In Accordance with W. Va. Code § 5-19-1 et seq.,

(a) Every state spending unit, as defined in chapter five-a, shall require that every contract or subcontract for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works contain a provision that, if any aluminum, glass or steel products are to be supplied in the performance of the contract, or subcontract, only domestic aluminum, glass or steel products shall be supplied unless the spending officer, as defined in chapter five-a, determines, in writing, after the receipt of offers or bids, that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest or that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements: Provided,

December 2, 2019

That this article applies to any public works contract awarded in an amount more than \$50,000, and with regard to steel only, this article applies to any public works contract awarded in an amount more than \$50,000 or requiring more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

December 2, 2019

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to the Contract.

Christy Dunlap President  
(Name, Title)  
Christy Dunlap President  
(Printed Name and Title)  
2677 Riverbend Drive Ona WV 25545  
(Address)  
304-1238-1017  
(Phone Number) (Fax Number)  
legacyconcretefinishing@gmail.com  
(Email Address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through BONFIRE, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to Marshall University that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the Vendor in a contractual relationship; and that to the best of my knowledge, the Vendor will properly register with the WV Purchasing Division and Marshall University.

Legacy Concrete Finishing Inc.  
(Company)  
Christ Dunlap  
(Authorized Signature)  
Christy Dunlap - President  
(Printed Name and Title of Authorized Representative)  
12/1/2020  
(Date)  
304-1238-1017  
(Phone Number) (Fax Number)

December 2, 2019

## **Appendix A**

### **SNOW REMOVAL AREAS**

5<sup>th</sup> AVENUE METERS – JOAN C. EDWARD PERFORMING ARTS CENTER (JEPAC)  
AREA

D-LOT METERS – 3<sup>RD</sup> AVENUE & 18<sup>TH</sup> STREET

STUDENT LOT – 6<sup>TH</sup> AVENUE & 18<sup>TH</sup> STREET

STUDENT & GENERAL – 5<sup>TH</sup> AVENUE & 20<sup>TH</sup> STREET

STUDENT 6<sup>TH</sup> AVENUE LOT & 19<sup>TH</sup> STREET

EMPLOYEE 5<sup>TH</sup> AVENUE LOT

EMPLOYEE 4<sup>TH</sup> AVENUE LOT

EMPLOYEE 3<sup>RD</sup> AVENUE LOTS

EMPLOYEE LOT BEHIND JOAN C. EDWARD PERFORMING ARTS CENTER

EMPLOYEE LOT – CAREER SERVICE CENTER

EMPLOYEE LOT – 17<sup>TH</sup> STREET & 6<sup>TH</sup> AVENUE

EMPLOYEE LOT – PUBLIC SAFETY & PARKING

EMPLOYEE LOT – MYERS HALL 6<sup>TH</sup> AVE & 18<sup>TH</sup> STREET

EMPLOYEE LOT – SHEWY BLDG – G LOTS – 3<sup>RD</sup> AVE & 21<sup>ST</sup> STREET

EMPLOYEE LOT – WEIGHT ROOM BLDG – G LOT 3<sup>RD</sup> AVE & 21<sup>ST</sup> STREET

EMPLOYEE LOT – 16<sup>TH</sup> STREET AND 5<sup>TH</sup> AVENUE

EMPLOYEE LOT – CABELL HALL

SOFTBALL FIELD – 3<sup>RD</sup> AVENUE

GENERAL PERMIT LOT – 5<sup>TH</sup> AVENUE & 19<sup>TH</sup> STREET

GENERAL 20<sup>TH</sup> STREET AND BUFFINGTON AVENUE

GENERAL PERMIT – 22<sup>ND</sup> STREET AND 3<sup>RD</sup> AVENUE

COLLEGE AVENUE/CORBLY HALL – HANDICAPPED

LANES ON JOHN MARSHALL DRIVE

RECEIVING 2<sup>ND</sup> AVENUE & 22<sup>ND</sup> STREET, SPACES FOR THE ART STUDIO

SOUTH MAPLE, BTW 18<sup>TH</sup> & 19<sup>TH</sup> STREET, 5<sup>TH</sup> AVENUE

NORTH MAPLE, BTW 18<sup>TH</sup> & 19<sup>TH</sup> STREET, 5<sup>TH</sup> AVENUE

B-LOT- 5<sup>TH</sup> AVENUE & 17<sup>TH</sup> STREET CAMPUS

CHRISTIAN CENTER

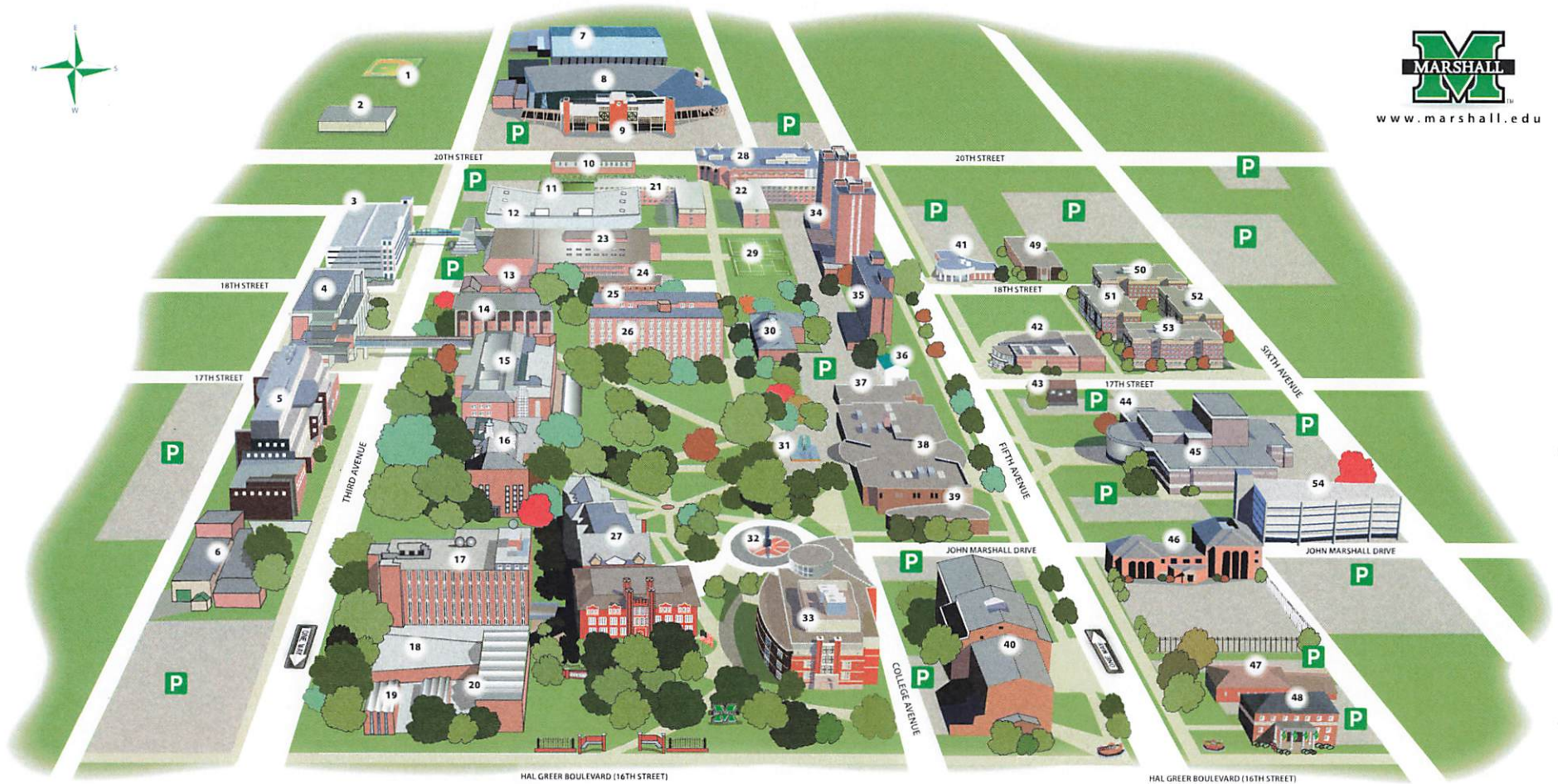
C-LOT HANDICAPPED 3<sup>RD</sup> AVENUE BTW 17<sup>TH</sup> & 18<sup>TH</sup> STREET

D-LOT 3<sup>RD</sup> AVENUE & 18<sup>TH</sup> STREET BY GUICKINSON HALL (HANDICAPPED &  
REGULAR PARKING SPACES)



# Appendix B - Campus Map

For addition details go to <https://www.marshall.edu/map/>



## MARSHALL UNIVERSITY HUNTINGTON CAMPUS

- |  |                                      |                                |  |
|--|--------------------------------------|--------------------------------|--|
| 1. Dot Hicks Field   | 12. Cam Henderson Center—HC          | 23. Gullikson Hall—GH          | 34. Twin Towers—TT                       |
| 2. Art Warehouse—AW  | 13. Ludley Hall—LA                   | 24. East Hall (INTD Center)—EH | 35. Holderby Hall—HY                     |
| 3. Third Avenue Parking Garage                             | 14. Harris Hall—HH                   | 25. Pinchard Hall—PH           | 36. One Room Schoolhouse                 |
| 4. Robert C. Byrd Biotechnology Science Building—BBSB      | 15. Science Building—S               | 26. Buskirk Hall—BU            | 37. Campus Christian Center              |
| 5. Arthur Weisberg Family Applied Engineering Complex—WAEC | 16. Morrow Library—ML                | 27. Old Main—OM                | 38. Memorial Student Center—MSC          |
| 6. Arthur Weisberg Family Engineering Laboratories—EL      | 17. Communications Building—CB       | 28. Recreation Center—RC       | 39. Campus Bookstore                     |
| 7. Chris Cline Athletic Complex                            | 18. Smith Hall—SH                    | 29. Brian D. Fox Tennis Center | 40. Corby Hall—CH                        |
| 8. Joan C. Edwards Stadium                                 | 19. Burke Art Gallery                | 30. Education Building—EB      | 41. Bliss Charles Public Safety Building |
| 9. HerdZone Bookstore                                      | 20. Smith Music Hall—SM              | 31. Memorial Fountain          | 42. Harless Dining Hall                  |
| 10. Sorrell Maintenance Building                           | 21. Freshman North Residence Hall—FN | 32. John Marshall Statue       | 43. Career Services Center               |
| 11. Multipurpose Field                                     | 22. Freshman South Residence Hall—FS | 33. Drinko Library—DL          | 44. Jamie Jazz Center—JJ                 |

- |  |
|--|
| 45. Joan C. Edwards Performing Arts Center—PAC           |
| 46. Brad D. Smith Foundation Hall/Erickson Alumni Center |
| 47. Marshall Newman Center                               |
| 48. Joseph M. Gillette Welcome Center                    |
| 49. Wilber E. Myers Hall                                 |
| 50. Marshall Commons (Gibson Hall)—MC                    |
| 51. Marshall Commons (Willis Hall)—MC                    |
| 52. Marshall Commons (Wellman Hall)—MC                   |
| 53. Marshall Commons (Haymaker Hall)—MC                  |
| 54. Sixth Avenue Parking Facility                        |

## OFF CAMPUS LOCATIONS

Forensic Science • 1401 Forensic Science Drive • Huntington, WV 25701-3628  
 Department of Dietetics, located within Huntington's Kitchen, 911 3rd Ave, Huntington, WV 25701  
 School of Pharmacy • 1542 Spring Valley Drive • Huntington, WV 25704  
 School of Physical Therapy • 2847 5th Avenue • Huntington, WV 25702  
 Hoops Family Veterans Memorial Soccer Complex • 2560 5th Avenue • Huntington, WV 25703  
 Visual Arts Center • 927 3rd Avenue • Huntington, WV 25701



# Campus Map Aerial View







## Office of Purchasing

November 5, 2021

Legacy Concrete Finishing Inc.  
2677 Riverbend Drive  
Ona, WV 25545

Re: Contract Renewal for MU21SNOWREM

Ms. Dunlop:

The above referenced contract expires December 14, 2021. There is a provision for another 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 MU21SNOWREM effective December 15, 2021 through December 14, 2022 under the same terms and conditions.  
Please return the letter and the Purchasing Affidavit.

If you have any questions, please feel free to call me at 304-696-2819

Sincerely,

Tracey Brown-Dolinski  
Assistant Director of Purchasing

I agree to renew the current contract # MU21SNOWREM for 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.

Signature Chris Dulp Date 11/10/21

Printed Name Christy Dunlap

Title President

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

**WE ARE...MARSHALL.**

One John Marshall Drive • Huntington, West Virginia 25755-4100 • Tel 304/696-2821

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(l), 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: Legacy Concrete

Authorized Signature: [Signature] Date: 11/10/21

State of WV

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 10 day of November, 2021.

My Commission expires 4-2-22, 2024.



NOTARY PUBLIC

[Signature]  
Purchasing Affidavit (Revised 01/19/2018)

1 of 1 | [View All](#) Some of the values entered as Search Criteria for UI secured field ...

## Vendor/Customer

[Menu](#)

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
✓ VC0000066222	LEGACY CONCRETE FINISHING INC		Active	Inactive	

From 1 to 1 of 1 First Prev Next Last [Attachments](#)Save [Undo](#) Delete Insert [Copy](#) Paste [Search](#) 

## ▼ General Info

Vendor/Customer : VC0000066222	Restrict Use by Department :
Legal Name : LEGACY CONCRETE FINISHING INC	Miscellaneous Account :
Alias/DBA :	Internal Account :
Vendor Active Status : Active	Third Party Only :
Vendor Approval Status : Complete	Third Party Vendor :
Customer Active Status : Inactive	Third Party Customer :
Customer Approval Status : Incomplete	Inventory Customer :
Location Name :	Healthcare Provider :
First Name :	Never Archive :
Middle Name :	Restrict VSS Access : No
Last Name :	Discontinue - No New Business :
Company Name : LEGACY CONCRETE FINISHING INC	Prevent MA Reference :
Previous Name :	PunchOut Enabled :
Previous Street :	Re-PunchOut Enabled :
Previous City :	Electronic Order Enabled :
Previous State/Province :	W-9 Received :
Previous Country :	W-9 Received Date : 01/26/2021
	W-8 Received :
	W-8 Received Date :
	Accepts Credit Cards :
	Active From : 02/05/2018
	Active To :
	Last Usage Date : 08/16/2021
	Department :
	Unit :

## ▼ Headquarters


Headquarters Account : Yes	Web Address http:// :
Headquarters Account Code : VC0000066222	Catalog DUNS :
Headquarters Account Legal Name : LEGACY CONCRETE FINISHING INC	Catalog Extended DUNS :
Franchise Account :	Taxpayer ID Number : *****2254
	Taxpayer ID Number Type : EIN

## ▼ Organization

Organization Type : Company	1099 Indicator : No
1099 Classification : Corporation	1042-S Indicator : No
1042-S Ch. 3 Recipient Code :	Taxpayer ID Number : 822812254
1042-S Ch. 4 Status Code :	Taxpayer ID Number Type : EIN
Number of Employees :	Detailed TIN Type :
Merchant ID :	Foreign Tax ID :
Sex :	GIIN :
Date of Birth :	1042-S Recipient Account Number :
Marital Status :	W-8 Form :
Annual Income :	Tax Profile :
IRS Country of Residence :	Tax Profile Name :
IRS Country Sub Code :	EBIC Number :
Contract Withholding Exempt :	IAEC Number :
National Provider ID :	Web Address http:// :
Assigning Authority :	Employee ID :
CAGE Code :	Employee Status :
Permanent Staffed Office in State :	Supplier Shared Secret :

## ▼ Disbursement Options

Category : DIRC	Hold Payment :
Description : Direct Payments	Hold Payment Authorized By :
Default Type : Check	Hold Payment Authorized On :
Default Priority : 99	Hold Reason :
Default Format :	

REG 

Default Format Description :

Scheduled Payment Day :

Single Payment Indicator : ☐

Name on Check : Legal Name

Eligible for VCA Payments : ☐

VCA Effective From Date :

VCA Effective To Date :

VCA Primary Email :

VCA Secondary Email :

VCA Comments :

Prevent New Spending :

Prevent New Orders : For All Departments

Third Party Code :

Third Party Name :

Third Party Approved By :

Third Party Approved On :

Third Party Reason :

Always Infer Third Party Vendor : ☐

Third Party Address ID :

## ▼ Prenote/EFT

Generate EFT Payment : ☐

ABA Number :

Bank Name :

Account Type :

Account Number :

Routing ID Number :

Bank Phone Number :

Prenote Requested Date :

Prenote Return Reason :

Prenote Return Reason Message :

Foreign Correspondent Bank Name :

Foreign Correspondent Bank Branch Country Code :

Account Number Linkage to Provider Identifier :

Reason for Submission :

EFT Format :

EFT Format Description :

EFT Status :

Last Status Change :

EFT Status Description :

Prenote Return Reason Explanation :

W-9 Mailing Date :

W-9 Response Date : 01/19/2018

## ▼ Remittance Advice

Remittance Advice Required : ☐

Remittance Advice Format :

Remittance Advice Format Description :

Remittance Advice Transmission Mode :

## ▼ Vendor Terms

Number of Days 1 :

Discount Percent 1 :

Discount Always 1 : ☐

Number of Days 2 :

Discount Percent 2 :

Discount Always 2 : ☐

Number of Days 3 :

Discount Percent 3 :

Discount Always 3 : ☐

Number of Days 4 :

Discount Percent 4 :

Discount Always 4 : ☐

## ▼ Accounts Receivable

Default Receipt Type :

Default Billing Profile :

Cost Accounting Funding Type :

Credit/Debit Card Type :

Credit/Debit Card Number :

Name on Card :

Credit/Debit Card Expiration Month :

Credit/Debit Card Expiration Year :

Bill Headquarters : ☐

Bankruptcy : ☐

Central Statement BPRO :

Central Statement Billing Location :

Central Statement Address ID :

Suppress Central Statement : ☐

Suppress Central Past Due Statement : ☐

## ▼ eMALL

DUNS :

Extended DUNS :

Internet Catalog :

VSS Registered : ☐

Preferred Ordering Method :

Pcard Acceptance Level :

Create Certification Document :

Vendor Preference Level : 99

## ▼ Location Information

\*Verify My Locations by : Use My TIN Number

Vendor Verification Based On : Please verify that you are par

Vendor Verification Password : .....

Send Activation Code : ☐

Activation Email Address :

Activation Code :

Confirm Activation Code :

Requestor Name :  
 Requestor Phone Number :  
 Confirm Verifications : .....

#### ► Fee and Vendor Compliance Holds


Fee Exempt : ☐ Tax Clearance : ☐  
 Registration Application Date :  Unemployment Insurance : ☐  
 Registration Effective Date :  Worker's Compensation : ☐  
 Registration Expiration Date :  Secretary of State Registration : ☐  
 Pre-Registration Code :  Federal Debarred : ☐

#### ► Executive Compensation

#### ▼ Additional Information

Miscellaneous Field 1 :  Miscellaneous Flag 1 : ☐  
 Miscellaneous Field 2 :  Miscellaneous Flag 2 : ☐  
 Miscellaneous Field 3 :  Miscellaneous Flag 3 : ☐  
 Miscellaneous Field 4 :   
 Miscellaneous Field 5 :   
 Miscellaneous Field 6 :   
 Miscellaneous Field 7 :

#### ▼ Travel

Traveler : ☐  
 Travel Policy :   
 Allow Traveler Advances : ☐  
 PCard ID : 

#### ▼ Change Management

Created By : fryki1 Last Modified By : interface  
 Kimberly J Fry interface User  
 Created On : 02/07/2018 Last Modified On : 08/16/2021  
 Last Approved By : interface Comments :  
 interface User  
 Last Approved On : 08/16/2021  
 Date Registered : 02/07/2018

[Top](#)

CREATE DOCUMENT> [Create New Record](#) [Modify Existing Record](#)

UPDATE> [Headquarters](#) [Add 1099 Information Entry](#) [Add 1042-S Reporting Information Entry](#) [Vendor Business Types By Commodity](#)

SEARCH BY> [Master Contacts](#) [Master Addresses](#) [Vendor Commodity](#) [Vendor Addresses](#) [Vendor Business Types](#) [Vendor Service Areas](#) [VCM Query](#)

[Historical Vendor Information](#) [Vendor Notes](#)

[Vendor Transaction History](#)