



MU23FBEMOVE (REBID)  
 Marshall University Marshall University Athletics Department  
 Football Equipment Transportation Services Contract  
 Exhibit "A" Pricing Page

Item #	Item Description	Unit of Measure	Unit Price
3.1.1	Equipment Transportation Services		
	Cost per mile for away games for 1 driver including loading and unloading equipment per specifications. <i>Needs labor</i>	Cost Per Mile - 1 Driver	<i>13.75</i>
	Cost per mile for away games for 2 drivers including loading and unloading equipment per specifications.	Cost Per Mile - 2 Drivers	<i>14.15</i>
TOTAL			

*All away games will need two individuals rate of 13.75 is for driver & labor.*

## 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.

Revised: 10/12/21

**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                     upon award                     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.

Revised: 10/12/21

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.

**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.

Revised: 10/12/21

- ☐ **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.

Revised: 10/12/21

**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 per occurrence and an aggregate of \$2,000,000.
- ☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000 per occurrence and an aggregate of \$2,000,000.
- ☐ **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.

Revised: 10/12/21

☐ **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:

\_\_\_\_\_ N/A \_\_\_\_\_  
 \_\_\_\_\_

Revised: 10/12/21

**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

Revised: 10/12/21

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.

Revised: 10/12/21

**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

Revised: 10/12/21

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

Revised: 10/12/21

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

Revised: 10/12/21

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.

Revised: 10/12/21

**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,

Revised: 10/12/21

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.

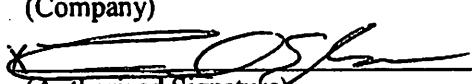
All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for 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.

Revised: 10/12/21

**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.

Ryan Echard Sales / Estimator  
(Name, Title)  
Ryan Echard Sale / Estimator  
(Printed Name and Title)  
37 Jacobsen Dr, Boca, WV 25159  
(Address)  
304-741-3820 N/A  
(Phone Number) (Fax Number)  
rechar@centralvan.com  
(Email Address)

**CERTIFICATION AND SIGNATURE:** By signing below, I certify that I have reviewed this Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that the product or service proposed meets the mandatory requirements contained in the Contract for that product or service, unless otherwise stated herein; that the Vendor expressly accepts the terms and conditions contained in the Contract; that Vendor understands and acknowledges that the terms and conditions contained in this contract take precedence over and any terms and conditions that Vendor seeks to be made a part of this contract (regardless of when the terms and conditions become effective) to the extent there is a conflict; that I am authorized by the Vendor to execute and submit this Contract 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 has/will properly register with the WV Purchasing Division and Marshall University.

Central Van & Storage  
(Company)  
  
(Authorized Signature)  
Gene Papa President  
(Printed Name and Title of Authorized Representative)  
06/27/2023  
(Date)  
304-759-8040 N/A  
(Phone Number) (Fax Number)

Revised: 7/15/21

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:**  
**(If Applicable)**

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.


Addendum Numbers Received:

*(Check the box next to each addendum received)*

<input type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any University personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.


Central Van & Storage  
 Company

  
 Authorized Signature

06/27/2023  
 Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised: 7/15/21

<b>Request for Bids</b>		 <b>Marshall University</b> Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2820		<b>Bid#</b> <b>MU23FBEMOVE (REBID)</b>	
<b>Vendor:</b> Central Van & Storage.				<b>For information call:</b> <b>Purchasing Contact:</b> <b>Phone:</b> (304) 696-2820 <b>Email:</b> <a href="mailto:hawthorne2@marshall.edu">hawthorne2@marshall.edu</a> & <a href="mailto:purchasing@marshall.edu">purchasing@marshall.edu</a>	
Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED ON THIS FORM AND UPLOADED INTO THE MU BONFIRE PORTAL ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for items contained herein. The Institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.					
<b>DATE</b> 6/16/2023		<b>MANDATORY PRE-BID MEETING: N/A</b>		<b>DEPARTMENT REQUISITION NO.</b> <b>MU23FBEMOVE (REBID)</b>	
		<b>BIDS OPEN:</b> 7-6-2023 at 3:00 p.m., LPT Broadcast via Teams at <a href="https://tinyurl.com/MU23FBEMOVE-REBID-Bid-Opening">https://tinyurl.com/MU23FBEMOVE-REBID-Bid-Opening</a>		<b>BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID</b>	
Item #	Quantity	Description		Unit Price	Extended Price
		Marshall University, on behalf of the Board of Governors, invites sealed Bids to provide all Work, including but not limited to labor, material, equipment, supplies, and transportation for:  <b>Project Name: MU23FBEMOVE (REBID)</b> <b>Marshall University Athletics</b> <b>Football Equipment Transportation Services</b> <b>MARSHALL UNIVERSITY – HUNTINGTON, WV</b>  <b>Technical Question Deadline:</b> June 23, 2023, at 9:00 a.m. LPT send via email to at <a href="mailto:hawthorne2@marshall.edu">hawthorne2@marshall.edu</a> .  <b>Bid Opening:</b> July 6, 2023, at 3:00 p.m., LPT, via Teams at the following link: <a href="https://tinyurl.com/MU23FBEMOVE-REBID-Bid-Opening">https://tinyurl.com/MU23FBEMOVE-REBID-Bid-Opening</a>			
<b>Total</b>					Rates on price page

To the Office of Purchasing,

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

Bidder guarantees shipment from 6/9/2023  
End of 2023 Season within \_\_\_\_\_ days  
 FOB \_\_\_\_\_ After receipt of order at address shown  
 Terms 2023 Season

Bidder's name Vendor Central Van & Storage  
 Signed By [Signature]  
 Typed Name Gene Papa  
 Title President  
 Email gpapa@centralvan.com  
 Street Address 37 Jacobson Dr  
 City State Zip Poca / WV / 25159  
 Date 06/27/2023 Phone 800-753-1898  
 Fax 55-0752625

REQUEST FOR BIDS  
Marshall University  
**MU23FBEMOVE – Marshall University Athletics Department  
Football Equipment Transportation Services Contract**

**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The Marshall University Athletics Department seeks experienced firm(s) to provide football equipment transportation services. These moves will be throughout the United States, and within the State of West Virginia.
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 3.1 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 Exhibit "A" and used to evaluate the Solicitation responses.
  - 2.3 **"Deadhead time and mileage"** means to move a commercial vehicle without cargo or paying passengers along a route.
  - 2.4 **"CDL"** means Commercial Driver's License.
  - 2.5 **"D.O.T."** means Department of Transportation.
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Department with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below. The Pricing Pages contain a list of the Contract Items. No guaranteed use of the Contract or any individual item is guaranteed or implied.
    - 3.1.1 **Equipment Transportation Services:** The successful vendor will provide all labor, supervision, tools, equipment, licenses and incidentals required and/or implied for the complete and satisfactory performance of services. The Selected Firm may be requested to provide the goods and services outlined in this section.
      - 3.1.1.1 All costs including fuel, tolls, taxes, and licensing are included in bid;
      - 3.1.1.2 Washing of tractor and trailer prior to or in route to each away game included;

REQUEST FOR BIDS  
Marshall University  
**MU23FBEMOVE – Marshall University Athletics Department  
Football Equipment Transportation Services Contract**

- 3.1.1.3** Costs of wrapping the tractor and trailer with Marshall University logos;
- 3.1.1.4** Costs of unwrapping the tractor and trailer upon termination or expiration of the contract;
- 3.1.1.5** Costs for having the trailer inspected and repaired (including tires);
- 3.1.1.6** Up to four people must be able to travel in the tractor;
- 3.1.1.7** Must provide one driver for each trip, two drivers for longer trips to FL, MS and similar or longer distances or must provide two drivers for each trip;
- 3.1.1.8** Must have experience in moving an FBS (Football Bowl Subdivision) football program's equipment within the last three years;
- 3.1.1.9** Vendor will be responsible for all deadhead time and mileage charges;
- 3.1.1.10** Must be able to meet travel schedules as provided by Marshall University Athletics;
- 3.1.1.11** Driver(s) must help with loading and unloading of equipment at venues;
- 3.1.1.12** Provide support in planning, routing, scheduling, and execution of game transportation;
- 3.1.1.13** Coordinate with repair facilities, tire shops, rental companies, and partner trucking companies along the routes for breakdown, tire, rental, or emergency driver and equipment if deemed necessary;
- 3.1.1.14** Have on standby a backup tractor, trailer and driver;
- 3.1.1.15** Drivers must have CDL and current D.O.T. physicals, drug/alcohol screenings;
- 3.1.1.16** Bidder must have a valid D.O.T. US # for transportation in Continental US; and
- 3.1.1.17** Trailer to be provided by vendor.

**REQUEST FOR BIDS**  
**Marshall University**  
**MU23FBEMOVE – Marshall University Athletics Department**  
**Football Equipment Transportation Services Contract**

**3.1.2 Responsibility of Marshall University**

**3.1.2.1** Marshall Athletics will cover hotel accommodations and meals once we arrive at the destination.

**3.1.3 Third Party Incentive Option:** This Third Party Incentive contract has no bearing on the contract between Marshall University and the successful vendor.

**3.1.3.1** The successful vendor will invest in a sponsor partnership with Marshall Athletics via Marshall Athletics' multimedia rights holder. The sponsor partnership promotional package will include such elements as: LED digital signage in venue; various radio elements and multiple corporate hospitality opportunities - or could include various other mutually agreed upon elements. The sponsor partnership promotional package annual investment will equal minimum \$13,000 and will renew annually upon renewal of Marshall Athletics Equipment Transportation agreement.

**3.1.3.2** Marshall Athletics' multimedia rights holder also provides \$30,000 in inventory to the successful vendor to reduce the costs for transportation.

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Department with a purchase price on all Contract Items. The 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.

**4.2 Pricing Pages:** Vendor should complete the attached Pricing Pages. 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. Items listed are estimates only and will be used for bid evaluation purposes only. Actual quantities may be more or less.

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

REQUEST FOR BIDS  
Marshall University  
**MU23FBEMOVE – Marshall University Athletics Department  
Football Equipment Transportation Services Contract**

Vendor should electronically enter the information into the Pricing Pages through Bonfire™, Exhibit A, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: hawthorne2@marshall.edu.

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

**5 ORDERING AND PAYMENT:**

- 5.1 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 online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Department orders online.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6 DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor shall work with a Marshall University representative to determine a delivery date for each order, including emergency orders. Vendor shall ship all orders in accordance with the agreed upon date and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Delivery Locations:** Vendor will be required to deliver orders to the following location:
- Fred and Christine Shewey Athletics Building  
Huntington, WV 25703**
- 6.3 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 an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Department seeking to obtain items from a third party under this provision must first obtain approval of the Office of Purchasing.

REQUEST FOR BIDS  
Marshall University  
**MU23FBEMOVE – Marshall University Athletics Department  
Football Equipment Transportation Services Contract**

- 6.4 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.
- 6.5 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.
- 6.6 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.

**7 VENDOR DEFAULT:**

**7.1** The following shall be considered a vendor default under this Contract.

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

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

REQUEST FOR BIDS  
Marshall University  
**MU23FBEMOVE – Marshall University Athletics Department  
Football Equipment Transportation Services Contract**

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

**8 MISCELLANEOUS:**

- 8.1 **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.
- 8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items 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.
- 8.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Department showing the Department's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Ryan Echard

Telephone Number: 304-741-3820

Fax Number: N/A

Email Address: rechard@centralva.com



**MU23FBEMOVE REBID Attachment C: Page 1 of 2**

## **Submission Instructions for Suppliers**

Please follow these instructions to submit via our Public Portal.

### **1. Prepare your submission materials:**

#### **Requested Information**

<b>Name</b>	<b>Type</b>	<b># Files</b>	<b>Requirement</b>	<b>Instructions</b>
Proposal	File Type: PDF (.pdf)	Multiple	Required	<p>You will need to complete the BidTable online in the browser. The BidTable can be filled any time during your submission.</p> <p>Please note that BidTables may take a significant amount of time to prepare.</p>
MU23FBEMOVE Pricing Sheet (BT-34TS)	BidTable: Datatable	N/A	Required	

#### **Requested Documents:**

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

#### **Requested BidTables:**

You will need to complete the BidTable online in the browser. The BidTable can be filled any time during your submission. Please note that BidTables may take a significant amount of time to prepare.

### **2. Upload your submission at:**

**<https://marshall.bonfirehub.com/opportunities/98521>**

**MU23FBEMOVE Attachment C: Page 2 of 2**

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Jul 06, 2023 3:00 PM EDT**. We strongly recommend that you give yourself sufficient time and at least **ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

**Important Notes:**

Each item of Requested Information will only be visible after the Closing Time.


Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

**Need Help?**

Marshall University uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://vendorsupport.gobonfire.com/hc/en-us>

<b>Request for Bids</b>	 <b>Marshall University</b> Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2820	<b>Bid#</b> <b>MU23FBEMOVE</b> <b>(REBID)</b> <b>Addendum No. 01</b>
<b>Vendor:</b> <div style="font-size: 1.2em; margin-top: 10px;">Central Van + Storage</div>		<b>For information call:</b> <b>Purchasing Contact:</b> Justin Hawthorne <b>Phone:</b> (304) 696-2820 <b>Email:</b> hawthorne2@marshall.edu & purchasing@marshall.edu
Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED ON THIS FORM AND UPLOADED INTO THE MU BONFIRE PORTAL ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for items contained herein. The Institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.		
<b>DATE</b>  6/26/2023	<b>DEPARTMENT REQUISITION NO.</b>  MU23FBEMOVE (REBID)	<b>BIDS OPEN:</b> July 6, 2023 at 3:00 PM, LPT
<b>BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID</b>		
Item #	Quantity	Description
<div style="margin-top: 20px;"> <b><u>ADDENDUM NO. 01</u></b>             Project Name: MU23FBEMOVE - Marshall University            Athletics Football Equipment Transportation Services             Purpose: To respond to vendor's technical questions.         </div>		
		Unit Price
		Extended Price
		<b>Total</b>

To the Office of Purchasing,

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

Bidder guarantees shipment from 9/9/2023 - End of 2023 Season within \_\_\_\_\_ days  
 FOB \_\_\_\_\_ After receipt of order at address shown  
 Terms 2023 Season

Bidder's name Vendor Central Van + Storage  
 Signed By [Signature]  
 Typed Name Gene Peipa  
 Title President  
 Email gpeipa@centralvan.com  
 Street Address 37 Jacobson Dr  
 City State Zip Poca / WV / 25159  
 Date 06/27/2023 Phone 800-753-1898  
 Fax 55-0752625

**SOLICITATION NUMBER: MU23FBEMOVE (REBID)**  
**Request for Bids - Marshall University Athletics Football Equipment Transportation Services**

**Addendum Number: No. 01**

---

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. To respond to vendor's technical questions.

**NO OTHER CHANGES.**

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# **Attachment A**

**Addendum No. 01**  
**MU23FBEMOVE (REBID) – Request for Bids**  
**Marshall University Athletics**  
**Football Equipment Transportation Services**

**Technical Questions and Answers**

---

**Q1.** With us (Central Van and Storage Inc) being a past vendor for Marshall. During the 2022 season we as a company already paid for wrapping of a tractor. The bid does state that the trailer must be wrapped and approve by Marshall. For the 2023 season alone. We are asking if we can have an all white trailer for this season. Starting of season 2024 and on we will get the trailer wrapped. Please let me know if we can get that approved for the bid.

**A1.** Our response would be to use the already branded TRAILOR Central Van got wrapped last year (2022) but would use a white TRACTOR for this football season (2023) and then for the 2024 football season get the TRACTOR wrapped. Athletics would be okay with that in the agreement.

**Q2.** We would like to know more detail on how we can price for bowl games as well. Not knowing the exact location of the bowl game will be difficult to determine actual pricing. If a bowl game does occur for the 2023 season. how do we go about sitting in a bid for that game.

**A2.** The Pricing Page (Exhibit A – Page 31) is formatted to allow bidders to submit their cost per mile for one (1) driver and cost per mile for two (2) drivers; therefore, the pricing per away game will be calculated in the following manner:

Cost Per Mile (1 Driver or 2 Drivers) x Number of Miles = Total Cost

Therefore, if a bowl game does occur in the 2023 football season, the selected vendor would invoice based on their Cost Per Mile multiplied by the total Number of Miles for the trip. At this time, knowing the exact number of miles for bowl games is not necessary. as the bid is for an overall Cost Per Mile rather than per-trip pricing. Formulating specific bids for bowl games will not be necessary.

**ADDENDUM ACKNOWLEDGEMENT**  
**FORM SOLICITATION NO.: Addendum No. 1**

**MU23FBEMOVE (REBID) – Request for Bids Marshall University Athletics Football Equipment Transportation Services**

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.


Addendum Numbers Received:

*(Check the box next to each addendum received)*

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any University personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Central Van & Storage  
 Company

  
 Authorized Signature

06/27/2023  
 Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Central Van & Storage

Authorized Signature: [Signature] Date: 06/27/2023

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 27 day of June, 2023

My Commission expires 2-26, 2024



NOTARY PUBLIC

Purchasing Affidavit (Revised 01/19/2018)

Vendor/Customer

[Menu](#)

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
000000209315	CENTRAL VAN & STORAGE		Discontinued	Inactive	
000000209316	CENTRAL VAN & STORAGE OF CHARL		Discontinued	Inactive	
000000209317	CENTRAL VAN & STORAGE OF CHARLESTON INC		Active	Inactive	
000000209318	CENTRAL VAN LINES		Active	Inactive	
000000209319	CENTRAL RELOCATION SERVICES		Active	Inactive	
VC0000079579	CENTRAL MOVING & STORAGE		Active	Inactive	
✓ VC0000082008	CENTRAL VAN AND STORAGE INC		Active	Inactive	

From 1 to 7 of 7 First Prev Next Last [Attachments](#)Save [Undo](#) Delete Insert [Copy](#) Paste [Search](#) 








## ▼ General Info

Vendor/Customer : VC0000082008	Restrict Use by Department :
Legal Name : CENTRAL VAN AND STORA	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 : CENTRAL VAN AND STORA	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 : 
	W-8 Received :
	W-8 Received Date : 
	Accepts Credit Cards :
	Active From : 03/29/2019 
	Active To : 
	Last Usage Date : 06/02/2023
	Department : 
	Unit : 

## ▼ Headquarters

Headquarters Account : No	Web Address http:// :
Headquarters Account Code : 000000209317 	Catalog DUNS :
Headquarters Account Legal Name : CENTRAL VAN & STORAGE	Catalog Extended DUNS :
Franchise Account :	Catalog Unique Entity Identifier :
	Taxpayer ID Number : *****2625
	Taxpayer ID Number Type : EIN ▼

## ▼ Organization

Organization Type : Company ▼	1099 Indicator : No
1099 Classification : Corporation ▼	1042-S Indicator :
1042-S Ch. 3 Recipient Code : 	Taxpayer ID Number : 550752625 
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 :	Prevent New Spending :
Scheduled Payment Day :	Prevent New Orders : For All Departments
Single Payment Indicator :	Third Party Code :
Name on Check : Legal Name	Third Party Name :
Eligible for VCA Payments :	Third Party Approved By :
VCA Effective From Date :	Third Party Approved On :
VCA Effective To Date :	Third Party Reason :
VCA Primary Email :	
VCA Secondary Email :	
VCA Comments :	
	Always Infer Third Party Vendor :
	Third Party Address ID :

## ▼ Prenote/EFT

Generate EFT Payment :	EFT Format :
ABA Number :	EFT Format Description :
Bank Name :	EFT Status :
Account Type :	Last Status Change :
Account Number :	EFT Status Description :
Routing ID Number :	
Bank Phone Number :	Prenote Return Reason Explanation :
Prenote Requested Date :	
Prenote Return Reason :	
Prenote Return Reason Message :	
Foreign Correspondent Bank Name :	W-9 Mailing Date :
Foreign Correspondent Bank Branch Country Code :	W-9 Response Date : 03/13/2019
Account Number Linkage to Provider Identifier :	
Reason for Submission :	

## ▼ Remittance Advice

Remittance Advice Required :
Remittance Advice Format :
Remittance Advice Format Description :
Remittance Advice Transmission Mode :

## ▼ Vendor Terms

Number of Days 1 :	Number of Days 3 :
Discount Percent 1 :	Discount Percent 3 :
Discount Always 1 :	Discount Always 3 :
Number of Days 2 :	Number of Days 4 :
Discount Percent 2 :	Discount Percent 4 :
Discount Always 2 :	Discount Always 4 :

## ▼ Accounts Receivable

Default Receipt Type :	Bill Headquarters :
Default Billing Profile :	Bankruptcy :
Cost Accounting Funding Type :	Central Statement BPRO :
Credit/Debit Card Type :	Central Statement Billing Location :
Credit/Debit Card Number :	Central Statement Address ID :
Name on Card :	Suppress Central Statement :
Credit/Debit Card Expiration Month :	Suppress Central Past Due Statement :
Credit/Debit Card Expiration Year :	

## ▼ eMALL

DUNS :	Preferred Ordering Method :
Extended DUNS :	Pcard Acceptance Level :
Unique Entity Identifier :	Create Certification Document :
Internet Catalog :	Vendor Preference Level : 99
VSS Registered :	

## ▼ Location Information

*Verify My Locations by : Create My Own
Vendor Verification Based On : Migrated vendor accounts ha

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 :

Registration Application Date : 02/26/2020

Registration Effective Date : 03/14/2020

Registration Expiration Date : 03/14/2021

Pre-Registration Code :

Tax Clearance :

Unemployment Insurance :

Worker's Compensation :

Secretary of State Registration :

Federal Debarred :

## ▶ Executive Compensation

## ▼ Additional Information

Miscellaneous Field 1 :

Miscellaneous Field 2 :

Miscellaneous Field 3 :

Miscellaneous Field 4 :

Miscellaneous Field 5 :

Miscellaneous Field 6 :

Miscellaneous Field 7 :

Miscellaneous Flag 1 :

Miscellaneous Flag 2 :

Miscellaneous Flag 3 :

## ▼ Travel

Traveler :

Travel Policy :

Allow Traveler Advances :

PCard ID :

## ▼ Change Management

Created By : horvwallja1

Janice F Horvwall

Created On : 04/01/2019

Last Approved By : batch

Batch User

Last Approved On : 03/15/2021

Date Registered : 04/01/2019

Last Modified By : batch

Batch User

Last Modified On : 03/15/2021

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