


<b>Purchase Order</b>	 Marshall University Office of Purchasing One John Marshall Drive Huntington WV, 25755-4100 Direct all inquiries regarding this order to: (304) 696-2727	<b>Purchase Order #</b> MU23PAINTSERV
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TO:	Vendor Code:	Ship to:	THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN
Elite Development Group LLC 18911 Bear Creek Road Catlettsburg, KY 41129		Marshall University Rec Dept 201 21st Street Huntington, WV 25703	
FEIN: 454708510      PH: 304-674-5090		Room #	WVFIMS Account #:

P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	Contract #
11/17/22	23	ANW		Destination	NET 30	MU23PAINTSERV

CONTRACT ACCEPTANCE

On behalf of the Governing Board, MARSHALL UNIVERSITY hereby accepts the quotation of Elite Development Group LLC

signed by Vern Mullens, II

Title Owner / Project Manager

on 10/4/22

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
West Virginia Attorney General


By: n/a  
Chief Counsel

Open-End Contract for:  
On Call Painting Contractor Services  
Effective: November 17, 2022, through June 30, 2023,  
with four (4) one (1) year renewals

THIS ORDER IS EXEMPT FROM ALL SALES TAX  
LIMIT EACH INVOICE TO A SINGLE PURCHASE ORDER NUMBER

Line No.	Fund	Org.	Account	Encumber Amount	
1.					Total:
2.					
3.					
4.					

Mail Original Invoice and 1 Copy to: Marshall University Accounts Payable One John Marshall Drive Huntington, WV 25755-4500	 Authorized Signature      Date
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<b>Request for Bid</b>		<b>Marshall University</b> <b>Office of Purchasing</b> <b>One John Marshall Drive</b> <b>Huntington, WV 25755-4100</b> Direct all inquiries regarding this order to: (304) 696-2599	<b>Bid Number</b> MU23PAINTSERV	
<b>Vendor:</b>		For information contact: Angela White Negley, Office of Purchasing Phone: (304) 696-2599 Email: <a href="mailto:negley4@marshall.edu">negley4@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 informalties 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>	<b>MANDATORY PRE-BID MEETING:</b>	<b>DEPARTMENT REQUISITION NO.</b>	<b>BIDS OPEN:</b>	<b>BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID</b>
9/13/22	9/19/22 at 10:00 a.m., LPT Broadcast via Teams at <a href="https://tinyurl.com/MU23PAINTSERVMandatoryPre-Bid">https://tinyurl.com/MU23PAINTSERVMandatoryPre-Bid</a>	MU23PAINTSERV	10/4/22 at 3:00 p.m. LPT Broadcast via Teams at <a href="https://tinyurl.com/MU23PAINTSERVMandatoryPre-Bid">https://tinyurl.com/MU23PAINTSERVMandatoryPre-Bid</a>	
Item #	Quantity	Description	Unit Price	Extended Price
		<b>INVITATION TO BID</b>  Marshall University, on behalf of the Board of Governors, invites Sealed Bids for On Call Open-End Contract for Painting Contractor Services.  <b>PAINTING CONTRACTOR SERVICES (labor)</b> Open End Contract with four (4) optional one (1) year renewals  All bids must be submitted in accordance with the Bidding Documents issued by the Request for Bids issued by Marshall University's Office of Purchasing.		
<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 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 points), within the time specified.

Bidder guarantees shipment from \_\_\_\_\_ within \_\_\_\_\_ days

FOB \_\_\_\_\_ After receipt of order at address shown  
 Terms \_\_\_\_\_

BOG 43

Bidder's Name: Elite Development Painting Group LLC  
 Signed By: [Signature]  
 Typed Name: Vern Mullens II  
 Title: Owner/Project Manager  
 Email: vern@edg1.org  
 Street Address: 18911 Bear Creek Rd  
 City/State/Zip: Catlettsburg Ky 41129  
 Date: 10/4/22 Phone: 304-674-5090  
 Fax: 88-1817517

MU23PAINTSERV  
 On-Call Painting Services Open-End Contract  
 Exhibit A - Pricing Page

Personnel/Service Classification	Estimated Labor Hours	Hourly Labor Rates	Extended (Estimated Labor Hours x Hourly Labor Rate)
a. Project Manager / Supervisor	1,250*	\$ 60. <sup>00</sup> /per hr.**	\$ 75,000. <sup>00</sup>
b. Painter	2,500*	\$ 55. <sup>00</sup> /per hr.**	\$ 137,500. <sup>00</sup>
c. Painter Helper	1,000*	\$ 50. <sup>00</sup> /per hr.**	\$ 50,000. <sup>00</sup>
<b>TOTAL (a+b+c)</b>			<b>\$ 262,500.<sup>00</sup></b>
(Basis for Award)			

*\*This is an on-call contract with no guarantee as to the number of calls or hours that would be required during the contract period.\**

**\*\*The hourly labor rates stated above include all costs associated with the performance of the services specified including labor, paint, supplies, tools, transportation, delivery and all related costs.**

**PLEASE NOTE:** The University will negotiate reasonable charges for expenses related to specialized equipment needed to complete a painting job with the Vendor at the time of written estimate for the job.

# 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.

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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.

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- 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.

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**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 \$3,000,000.00.

**Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence and an aggregate of \$3,000,000.00.

**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.

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**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:

\_\_\_\_\_  
 \_\_\_\_\_

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**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

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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.

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**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

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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

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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

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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.

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**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,

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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.

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## **ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** W. Va. Code § 30-42-2, requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Application for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Marshall University Office of Purchasing shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code § 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code §21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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**3. DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the Marshall University Office of Purchasing. For contracts of \$25,000 or less, the public authority shall be the Department issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of W. Va. Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code §21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with W. Va. Code § 22- 29-4, all new building construction projects of public agencies shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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**6. LOCAL LABOR MARKET HIRING REQUIREMENT:** Pursuant to W.Va. Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

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(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

#### 7. DAVIS-BACON AND RELATED ACT WAGE RATES:

The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon wage rates.

The work performed under this contract is not subject to Davis-Bacon wage rates.

**8. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Marshall University Office of Purchasing within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Marshall University Office of Purchasing shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Marshall University Office of Purchasing’s request for the subcontractor list.

- a. Required Information. The subcontractor list must contain the following information:
- i. Bidder's name
  - ii. Name of each subcontractor performing more than \$25,000 of work on the project.
  - iii. The license number of each subcontractor, as required by W. Va. Code § 21-11- 1 et. seq.
  - iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

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b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

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**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.**

Vern L. Mullens II Project Manager  
 (Name, Title)

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(Printed Name and Title)

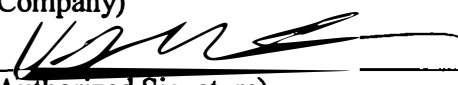
18911 Bear Creek Rd Catlettsburg Ky 41129  
 (Address)

304-674-5090  
 (Phone Number) (Fax Number)

VMEBPG@yahoo.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.

Elite Development Painting Group LLC  
 (Company)

  
 (Authorized Signature)

Vern L Mullens II Project Manager  
 (Printed Name and Title of Authorized Representative)

9-30-22  
 (Date)

304-674-5090  
 (Phone Number) (Fax Number)

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**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.: MU22PAINTSERV**

**(If Applicable) Marshall University Physical Plant**

**On Call Electrical Services Open-End Contract**

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.

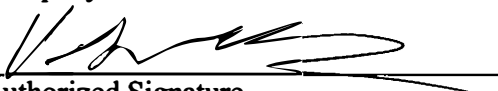
Addendum Numbers Received:

*(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.


Elite Development Painting Group LLC  
Company

  
Authorized Signature

9-30-22  
Date

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

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<b>Request for Bid</b>	 <p style="text-align: center;"> <b>Marshall University</b>  <b>Office of Purchasing</b>  <b>One John Marshall Drive</b>  <b>Huntington, WV 25755-4100</b>                  Direct all inquiries regarding this order to: (304) 696-2599             </p>	<b>Bid Number</b> MU23PAINTSERV
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<b>Vendor:</b>	<b>For information contact:</b> Angela White Negley, Office of Purchasing <b>Phone:</b> (304) 696-2599 <b>Email:</b> <a href="mailto:negley4@marshall.edu">negley4@marshall.edu</a> & <a href="mailto:purchasing@marshall.edu">purchasing@marshall.edu</a>
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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>  9/23/22	<b>MANDATORY PRE-BID MEETING:</b> <u>9/19/22 at 10:00 a.m., LPT</u> <u>Broadcast via Teams at: <a href="https://tinyurl.com/MU23PAINTSERVMandatoryPre-Bid">https://tinyurl.com/MU23PAINTSERVMandatoryPre-Bid</a></u>	<b>DEPARTMENT REQUISITION NO.</b>  MU23PAINTSERV	<b>BIDS OPEN:</b> 10/4/22 at 3:00 p.m. LPT Broadcast via Teams at: <a href="https://tinyurl.com/MU23PAINTSERVBidOpening">https://tinyurl.com/MU23PAINTSERVBidOpening</a>	<b>BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID</b>
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Item #	Quantity	Description	Unit Price	Extended Price
<p><b><u>ADDENDUM NO. 01</u></b></p> <p><b>Project Name: MU23PAINTSERV – Marshall University Physical Plant – On-Call Painting Services Open-End Contract</b></p> <p>The purpose of this addendum is to issue a copy of the mandatory pre-bid sign-in sheet.</p>				
<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 _____ within _____ days	Bidder's Name: _____ Signed By: _____
FOB _____ After receipt of order at address shown	Typed Name: _____
Terms _____	Title: _____
	Email: _____
	Street Address: _____ City/State/Zip: _____
	Date: _____ Phone: _____ Fein: _____

## SOLICITATION NUMBER: MU23PAINTSERV

Addendum Number: No.01  
Marshall University – Physical Plant  
On-Call Painting Services  
Open-End Contract

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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 issue a copy of the virtual mandatory pre-bid meeting sign-in sheet.

**NO OTHER CHANGES.**

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith and is expressly 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**

**PROJECT NAME:** Marshall University Physical Plant On-Call Painting Services  
**PROJECT NO:** MU23PAINTSERV  
**MEETING PLACE:** <https://tinyurl.com/MU23PAINTSERVMandatoryPre-Bid>  
**DATE:** September 19, 2022

**Confirmed Email Attendees:**

#	NAME	TITLE	REPRESENTING	PHONE	CELL	FAX	EMAIL
1.	Tammy Howell		Elite Development Painting Group	696-3032			<a href="mailto:EliteDevelopment1@outlook.com">EliteDevelopment1@outlook.com</a>
2.	Travis Bailey	Director	Physical Plant				<a href="mailto:bailey53@marshall.edu">bailey53@marshall.edu</a>
3.	Angela Negley	Director	Office of Purchasing	696-2599			<a href="mailto:Negley4@marshall.edu">Negley4@marshall.edu</a>
4.							
5.							
6.							
7.							
8.							

## SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The Marshall University Office of Purchasing is soliciting bids on behalf of the Physical Plant Office to establish a contract for on-call painting services at Marshall University located in Huntington, West Virginia.

The successful vendor will provide **ALL** labor, materials, tools, supplies, equipment, and supervision necessary to perform interior and exterior painting on a variety of painting jobs at various University-owned facilities. Work to be performed includes, but is not limited to cleaning, scraping, sanding, priming, and painting of interior and exterior surfaces. Countersink protruding nails, screws, etc. Filling, puttying patching, glazing, caulking, and carpentry work shall be done wherever necessary to restore to original conditions before work commences.

This is an on-call contract with no guarantee as to the number of calls or hours that would be required during the contract period. The University **will not** call the successful vendor out to perform work under this contract if the estimated cost is **less than** \$500.00.

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 Services”** means painting, and repair services as more fully described in these specifications.
  - 2.2. **“Pricing Page”** means the pages, attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
  - 2.3. **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that are published by the Office of Purchasing.
  - 2.4. **“Paint”** means both paint and coatings including emulsions, enamels, stains, varnishes, sealers, primers, and all other coatings whether organic or inorganic, and whether used as prime, intermediate or finish coats.
  - 2.5. **“Repairs”** means minor damage repair and sheetrock repair.
  - 2.6. **“Specialized Equipment”** means non-standard equipment such as a lift or hoist needed to complete a painting job.

- 2.6** “Supplies” means paint, brushes, roller, trays, tape, tools, ladders, glaze, caulking, and any implements that are standard in the painting industry

### **3. MANDATORY REQUIREMENTS:**

- 3.1. Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

#### **3.1.1. PAINTING SERVICES**

- 3.1.1.1.** All painting must be done per the paint manufacturer’s recommendations. Any variations in the application must be approved in writing by a manufacturer’s representative.
- 3.1.1.2.** All surfaces to be painted must be prepared in a workmanlike manner to obtain a clean dry surface free from dust, dirt, debris, rust, scale, and all foreign matter. No surface should be painted before the surface meets the requirements of the paint manufacturer.
- 3.1.1.3.** The Vendor must provide workers experienced in the installation, repair, taping, finishing, and texturing of drywall. If the Vendor exhibits an unacceptable finished product because of inadequate repairs and finishes made to drywall, the Vendor at the sole discretion of the Physical Plant’s Designated Representative, may not be included in future efforts that require such work.
- 3.1.1.4.** All surfaces must be patched, sanded, repaired, caulked, or skim-coated as needed to achieve a finished product free of imperfections, blemishes, and holes.
- 3.1.1.5.** Hardware accessories, picture tracks, machined surfaces, plates, lighting fixtures, locksets, hinges, and similar items in place before cleaning and painting, and not intended to be painted, must be protected, or removed, as directed by the Director of Physical Plant’s Designated Representative, during painting

operations and must be promptly reinstalled after painting operations.

- 3.1.1.6.** Paint must be applied by experienced painters with brushes, rollers, or other applicators designed for specific applications and must be free of runs, sags, or unacceptable marks.
- 3.1.1.7.** Drying times between coats must conform to the manufacturer's instructions.
- 3.1.1.8.** Vendor must protect surrounding areas and surfaces to preclude damage during work. Vendor must use tarps, drop cloths, and painter's tape to protect work or other property wherever such covering is necessary.
- 3.1.1.9.** All caulking must be vulcanized and approved by the Director of Physical Plant's Designated Representative before application.
- 3.1.1.10.** Vendor is responsible for any damage that occurs due to misplaced paint, and any damage caused by their employees or equipment. Any paint splatter or drip must be carefully removed without damage to any finish or surface. If damage does occur during the removal of unwanted paint, the Vendor is responsible for any necessary repairs.
- 3.1.1.11.** Vendors must keep premises free from any unnecessary accumulation of tools, equipment, surplus materials, debris, and the like while working on Marshall University's campus.
- 3.1.1.12.** The vendor must leave the site clean and neat daily. All work must be cleaned up before the next business day. At no time should specify work interfere with the regular operating hours of the University. The vendor must have ample cleaning supplies



onsite for clean-up. At no time should the Vendor use University cleaning supplies or equipment.

- 3.1.1.13.** The vendor must dispose of all hazardous waste per all applicable federal, state, and local laws and ordinances. At no time shall the use of University dumpsters or trash receptacles be allowed at any campus. The vendor must not use any plumbing fixture or waste piping for the mixing of or disposal of paint.
- 3.1.1.14.** The vendor must provide proper signage notifying employees, students, and visitors of dangers associated with this type of work which must be posted, as necessary. Examples include, “WET PAINT” signs, flagging, and barricade tape.
- 3.1.1.15.** The vendor is responsible for moving equipment and/or furniture in occupied offices, laboratories, classrooms, etc., that is touching or near walls. The vendor must relocate equipment, furniture, desk, bookcases, filing cabinets, or any fixtures that have been moved to allow the application of coatings to their original location. The vendor should not move personal items on the desk and surrounding areas when moving furniture.
- 3.1.1.16.** Vendor must ensure that their employees conduct their work in a professional and workmanlike manner. The University expects quality work that must be completed in a timely and courteous manner. The University reserves the right to require the removal of unacceptable personnel by the Vendor from the work site for any reason.

### **3.1.2. VENDOR NOT TO EXCEED QUOTE**

Awarded Vendor will provide a "not to exceed quote" for each project

to be reviewed and approved before work begins.

### **3.1.3. NOTICE TO PROCEED**

This contract is to be performed within forty-five (45) days after the notice to proceed is received. The owner shall give start dates at pre-bid. A fully executed purchase order will be considered notice to proceed.

### **3.1.4. SCHEDULING**

All work must be scheduled and approved by the Director of Physical Plant's Designated Representative. The successful bidder will be required to submit a complete work schedule of dates and times the vendor will work. There will be some scheduling around events.

### **3.1.5. WARRANTY**

All workmanship and materials must be warranted for a minimum of one (1) year from substantial completion.

### **3.1.6. REPORTING**

**3.1.6.1.** Vendor must report and sign in and out with the Director of Physical Plant's Designated Representative upon arriving and departing from the University campus.

**3.1.6.2.** It is the responsibility of the Vendor to keep the Director of the Physical Plant's Designated Representative informed of the status of all work in progress daily including but not limited to the estimated completion date, parts delivery dates, and accrued and projected job costs. Failure to do so will delay the processing of invoices.

**3.1.6.3.** Vendor must give immediate notice to the Director of Physical Plant's Designated Representative, of any condition deemed

hazardous to students, personnel, and/or visitors of the University.

**3.1.6.4.** Any significant damage that is discovered on any job must be reported to the Director of Physical Plant's Designated Representative.

**3.1.6.5.** Project materials must be market price and subject to approval by the Director of Physical Plant's Designated Representative.

### **3.1.7. SERVICES TO BE PERFORMED UNDER THIS CONTRACT**

**3.1.7.1.** The University is requesting the following services:

**3.1.7.1.1.** Oil base wall painting;

**3.1.7.1.2.** Oil base ceiling painting;

**3.1.7.1.3.** Latex wall painting;

**3.1.7.1.4.** Latex ceiling painting;

**3.1.7.1.5.** Floor painting;

**3.1.7.1.6.** Epoxy floor painting;

**3.1.7.1.7.** Door jamb painting;

**3.1.7.1.8.** Door jamb staining;

**3.1.7.1.9.** Curb stripe painting;

**3.1.7.1.10.** Crown molding painting;

**3.1.7.1.11.** Chair railing painting;

**3.1.7.1.12.** Hand railing painting;

**3.1.7.1.13.** Fence painting;

**3.1.7.1.14.** Pressure washing; and

**3.1.7.1.15.** Drywall finishing.

#### **4. CONTRACT AWARD:**

**4.1. Contract Award:** The Contract is intended to provide Department with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**4.2. Pricing Page:** The vendor should complete the Pricing Page by entering a price for each line item. The vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

#### **5. PRICE ESCALATION/DE-ESCALATION:**

Adjustments to pricing must be the result of increases at the manufacturer's level, incurred after the contract commencement date, not produce a higher profit margin than that on the original contract, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Marshall University Office of Purchasing sufficient to justify the requested increase.

The Office of Purchasing will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of the Chief Procurement Officer. Price increases will not be considered before the end of the first term of the contract. Approved price adjustments will remain unchanged for at least twelve (12) months thereafter unless due to extraordinary circumstances as documented by the Vendor and concurred with by the University. A written request for a price adjustment will be submitted a minimum of sixty (60) calendar days in advance of a proposed effective date. An approved price increase will become effective after the approval of the increase. Retroactive price increase adjustments will not be considered.

During the term of the contract, should the Vendor realize any declines at the manufacturer's level, or cost reductions, or enter into pricing agreements with other customers providing

greater benefits or lower pricing, the Vendor must immediately request a change order to the contract to provide similar pricing to the University if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. The Vendor must immediately notify the University of any such contracts entered by the Vendor. Price decreases may be considered and implemented at any time upon mutual consent of the parties.

Approved price changes will be put into effect through a change order to the contract. Price changes will not be retroactive.

6. **PERFORMANCE:** Vendor and Department shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables unless such a schedule is already included herein by Department. If this Contract is designated as an open-end contract, the Vendor shall perform by the release orders that may be issued against this Contract.
7. **PAYMENT:** Department shall pay the cost per line item as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. The vendor shall accept payment by the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with the performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Department separately.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Department's facilities. If access cards and/or keys are required:
  - 9.1. Vendor must identify principal service personnel who will be issued access cards and/or keys to perform service.
  - 9.2. Vendor will be responsible for controlling cards and keys and will pay a replacement fee if the cards or keys become lost or stolen.
  - 9.3. Vendor shall notify Department immediately of any lost, stolen, or missing card or key.

- 9.4. Anyone performing under this Contract will be subject to Department's security protocol and procedures.
- 9.5. Vendor shall inform all staff of Department's security protocol and procedures.

#### **10. VENDOR DEFAULT:**

- 10.1. The following shall be considered a vendor default under this Contract.
  - 10.1.1. Failure to perform Contract Services per the requirements contained herein.
  - 10.1.2. Failure to comply with other specifications and requirements contained herein.
  - 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 10.1.4. Failure to remedy deficient performance upon request.
- 10.2. The following remedies shall be available to Department upon default.
  - 10.2.1. Immediate cancellation of the Contract.
  - 10.2.2. Any other remedies available in law or equity.



REQUEST FOR BIDS  
Marshall University Physical Plant  
MU23PAINTSERV – On-Call Painting Services  
Open-End Contract

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**11. MISCELLANEOUS:**

- 11.1. Contract Manager:** During the performance of this Contract, the 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. The vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Vern Mullens II  
**Telephone Number:** 304-674-5090  
**Fax Number:** \_\_\_\_\_  
**Email Address:** VMEDPS@yahoo.com

November 1, 2019

MU23PAINTSERV  
On-Call Painting Services Open-End Contract  
Exhibit A - Pricing Page

	<b>Personnel/Service Classification</b>	<b>Estimated Labor Hours</b>	<b>Hourly Labor Rates</b>	<b>Extended (Estimated Labor Hours x Hourly Labor Rate)</b>
a.	Project Manager / Supervisor	1,250*	\$ 60. <sup>00</sup> /per hr.**	\$ 75,000. <sup>00</sup>
b.	Painter	2,500*	\$ 55. <sup>00</sup> /per hr.**	\$ 137,500. <sup>00</sup>
c.	Painter Helper	1,000*	\$ 50. <sup>00</sup> /per hr.**	\$ 50,000. <sup>00</sup>
<b>TOTAL (a+b+c)</b> <b>(Basis for Award)</b>				<b>\$ 262,500.<sup>00</sup></b>

*\*This is an on-call contract with no guarantee as to the number of calls or hours that would be required during the contract period.\**

**\*\*The hourly labor rates stated above include all costs associated with the performance of the services specified including labor, paint, supplies, tools, transportation, delivery and all related costs.**

**PLEASE NOTE:** The University will negotiate reasonable charges for expenses related to specialized equipment needed to complete a painting job with the Vendor at the time of written estimate for the job.





# CONTRACTOR LICENSE

Authorized by the

## West Virginia Contractor Licensing Board

**Number:** WV049749

**Classification:**  
GENERAL BUILDING

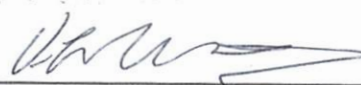
ELITE DEVELOPMENT GROUP LLC  
DSA ELITE DEVELOPMENT GROUP LLC  
18911 BEAR CREEK ROAD  
CATLETTSBURG, KY 41129

**Date Issued**

JANUARY 23, 2022

**Expiration Date**

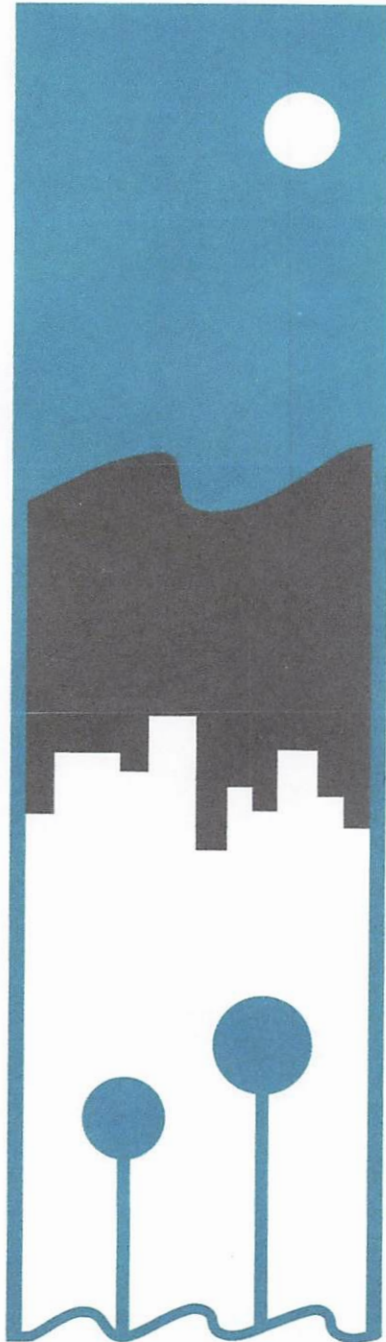
JANUARY 23, 2023



Authorized Company Signature



Chair, West Virginia Contractor  
Licensing Board



### WEST VIRGINIA CONTRACTOR LICENSING BOARD

A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferrable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(f), 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 membership 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: Elite Truckment Painting Group LLC  
Authorized Signature: [Signature] Date: 9-30-22  
State of WV  
County of Lincoln, to-wit:  
Taken, subscribed, and sworn to before me this 30 day of September, 2022  
My Commission expires June 09, 2024

AFFIX SEAL HERE

NOTARY PUBLIC [Signature: Alicia Reynolds]  
Purchasing Affidavit (Revised 01/19/2016)



Vendor/Customer

[Menu](#)

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
✓ VC0000118190	ELITE DEVELOPMENT GROUP LLC		Active	Inactive	

From 1 to 1 of 1 First Prev Next Last [Attachments](#)

Save [Undo](#) [Delete](#) [Insert](#) [Copy](#) [Paste](#) [Search](#)

▼ General Info

Vendor/Customer : VC0000118190	Restrict Use by Department :
Legal Name : ELITE DEVELOPMENT GRC	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 : ELITE DEVELOPMENT GRC	Prevent MA Reference :
Previous Name :	PunchOut Enabled :
Previous Street :	Re-PunchOut Enabled :
Previous City :	Electronic Order Enabled :
Previous State/Province :	W-9 Received : <input type="checkbox"/>
Previous Country :	W-9 Received Date : 07/20/2022
	W-8 Received : <input type="checkbox"/>
	W-8 Received Date :
	Accepts Credit Cards :
	Active From : 08/03/2022
	Active To :
	Last Usage Date : 11/11/2022
	Department :
	Unit :

▼ Headquarters


Headquarters Account : Yes	Web Address http:// :
Headquarters Account Code : VC0000118190	Catalog DUNS :
Headquarters Account Legal Name : ELITE DEVELOPMENT GRC	Catalog Extended DUNS :
Franchise Account :	Catalog Unique Entity Identifier :
	Taxpayer ID Number : 454708510
	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 : 454708510
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 : <input type="checkbox"/>	IAEC Number :
National Provider ID :	Web Address http:// :
Assigning Authority :	Employee ID :
CAGE Code :	Employee Status : ▼
Permanent Staffed Office in State : <input type="checkbox"/>	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 :


▼ 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 :   
 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 :  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 : 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 :   
Registration Application Date :   
Registration Effective Date :   
Registration Expiration Date :   
Pre-Registration Code :   
Tax Clearance :   
Unemployment Insurance :   
Worker's Compensation :   
Secretary of State Registration :   
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  
Kimberly J Fry  
Created On : 08/03/2022  
Last Approved By : kirktr2  
Trent G Kirk  
Last Approved On : 09/01/2022  
Date Registered : 08/03/2022  
Last Modified By : fryki1  
Kimberly J Fry  
Last Modified On : 08/30/2022  
Comments :

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