


Purchase Change Request					Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100	Order # MU23WASTE	
FY 24	Buyer MW	Date 12/14/2023	Account VARIES	P.O. Date 10/01/2022	Contract MU23WASTE		
Document <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input checked="" type="checkbox"/> Open End Contract Purchase <input type="checkbox"/> Agreement				Document Action <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Cancellation <input checked="" type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance <input type="checkbox"/> Freight <input type="checkbox"/> Renewal <input type="checkbox"/> Extension Error </div> <div> <input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/Address <input type="checkbox"/> Other </div> </div>			
Vendor Name, Address, Phone #, etc. Rumpke of Ohio, Inc. 3990 Generation Drive Cincinnati, Ohio 45251			Vendor Code 311617611		BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100		
Ph# 800-828-8171		Fax		FEIN# 31-1617611			
Item#	Quantity	Description of Change				Unit Price	Extended Price
		Change Order # <u>7</u> NON-HAZARDOUS WASTE REMOVAL AND RECYCLING SERVICES To make the following changes in accordance with the same terms and conditions, prices, and specifications contained in the original contract and all authorized change orders. Add School of Pharmacy Location to contract (1) 8 cu yd. with(1) loft per week beginning 1/2/2024 Item #41					
Reason for Change: Add location - School of Pharmacy						Previous Total	\$ <u>Open-end</u>
						Increase	\$ <u>-</u>
						Decrease	\$ <u>-</u>
						New Total	\$ <u>Open-end</u>

Approved:

Authorized Signature

Date

N/A

Attorney General if required

Date



Sales Order Agreement

SERVICE NAME: Marshall University School of Pharmacy
SERVICE ADDRESS: 1538 Charleston Ave
CITY, STATE ZIP: Huntington, WV 25701
BILLING NAME: Marshall University School of Pharmacy
BILLING ADDRESS: One John Marshall Drive
CITY, STATE ZIP: Huntington, WV 25755

CUSTOMER ACCOUNT NUMBER:
CUSTOMER SERVICE CONTACT NAME: Michelle
PHONE NUMBER: (304)410-0965
EMAIL ADDRESS: michelle.wheeler@marshall.edu
SERVICE EFFECTIVE DATE: 1/2/23

Pricing/Additional Terms:

8YD FL container for trash serviced 1x/week at \$106.00 per month. No Fuel Charge.

* All services are subject to fuel surcharges(see www.rumpke.com for additional information)

TERMS AND CONDITIONS OF AGREEMENT

- (1) **SERVICES RENDERED:** Customer grants to Rumpke the exclusive right to collect and dispose of all solid waste material and recyclables and agrees to make the payments as provided for herein and Rumpke agrees to furnish such services and equipment specified herein, all in accordance with the terms of the Agreement.
- (2) **WASTE MATERIAL:** The Waste Material to be collected and disposed of or recycled by Rumpke includes all solid waste material and recyclables, generated by the Customer ("Waste Material"), except that Waste Material specifically excludes all materials that are regulated as hazardous, infectious, biomedical, explosive, toxic, radioactive, volatile, and/or highly flammable as defined by applicable federal, state or local laws.
- (3) **TERM:** The initial term of this Agreement is three years from the later of: 1) the date of the Service Effective Date; or 2) the first day following the expiration date of any pre-existing agreement for the collection and disposal of Waste between Customer and another waste service company provider. This Agreement shall automatically renew thereafter for successive three year terms unless either party shall give written notice of their intent not to renew the Agreement by certified mail not less than (60) days nor more than one hundred and twenty (120) days prior to the expiration of the initial term or renewal term.
- (4) **RATE ADJUSTMENTS:** Rumpke may adjust the rates hereunder to reflect and pass through to the Customer any new or additional generation or disposal fees, taxes and/or surcharges levied on Rumpke by federal, state or local governmental entity. Rumpke reserves the right to adjust rates charged hereunder to reflect changes in CPI, processing, fuel, or increased transportation. Rumpke may increase rates for reasons other than set forth above with the consent of the Customer, which may be evidenced verbally, in writing, or by the actions and practices of the parties.
- (5) **CHANGES:** Changes in the rate, type, size and amount of equipment and frequency of service may be agreed to orally or in writing by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.
- (6) **EQUIPMENT RESPONSIBILITY:** Customer acknowledges that it has under its custody and management, equipment owned by Rumpke (the "Equipment") and accepts responsibility for the Equipment and Waste Material disposed therein. Customer shall defend, indemnify and hold Rumpke harmless from and against any and all claims, loss, liability, and expenses (including reasonable attorney's fees) for: (a) Rumpke's collections, transportation, treatment, storage and/or disposal of waste not conforming to Waste Material, as defined herein; (b) loss or damage to the property of Customer or third party or injury to or death of a person or persons resulting from or arising in any manner out of Customer's use, operation or possession of the Equipment furnished under this Agreement. Customer agrees not to overload (by weight or volume), move or alter the Equipment, and shall use the Equipment only for its proper and intended purpose. Customer agrees to provide unobstructed access to the Equipment on the scheduled collection day and Customer agrees to pay the associated fees for the additional service required due to Customer's failure to provide such access. Customer acknowledges that Rumpke shall not be liable for any damages to pavement, curbing, or other driving surfaces resulting from weight of Rumpke's vehicles.
- (7) **HOLD HARMLESS:** Neither party shall be liable, for any, consequential, incidental or special damages or loss of business profits however arising, as a result of their performance, or failure to perform under this Agreement, except as provided herein.
- (8) **LIQUIDATED DAMAGES:** In the event Customer terminates or defaults under this Agreement, Customer agrees to pay Rumpke, as liquidated damages, a sum equal to the Customer's monthly service rate multiplied by 6, plus a container removal fee of \$100 per container.
- (9) **PAYMENT:** Customer agrees to pay all amounts due NET 10 days, with any amounts not paid within 30 days of invoicing subject to 1.5% service charge per month until paid.
- (10) **MISCELLANEOUS:** Upon execution, this Agreement represents the entire understanding and agreement between parties hereto and supersedes any and all prior agreements, written and oral, that may exist between parties regarding the same. This Agreement shall apply to changes of and new service address locations of Customer within the area Rumpke provides such service shall be binding upon the parties, their successors and assigns. Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control including, but not limited to civil commotion, strikes, riots, acts of God, or decrees of local, state or federal governmental bodies, agencies or courts. In the event of breach of this Agreement, the breaching party shall pay all reasonable attorney's fees, collection fees and costs of the party incident to any action brought to enforce this Agreement.
- (11) **RIGHT TO COMPETE:** Customer grants to Rumpke the right to compete with any offer which Customer receives (or intends to make) relating to the provisions of solid waste collection and disposal services upon the termination of this Agreement for any reason, and agrees to give Rumpke written notice of such offer and a reasonable opportunity to respond to it.

Customer (Corporate Name): **Marshall University**
Name/title: Chief Procurement Officer/Director of Purchasing
Signature: Michelle Wheeler
Date: 12/15/23

Rumpke of Ohio, Inc.
Authorized Representative: _____
Printed: Jeremy Varney
Date: 12/15/23

ITEM #	SITE NAME	DEPARTMENT NAME	Rumpke Account #	ADDRESS	CONTACT NAME	CONTAINER SIZE	CONTAINER TYPE	SERVICE FREQUENCY	RATE/PER MONTH	RATE/PER HAUL	DISPOSAL RATE/PER TON	RENT/PER MONTH
1	Morrow Library	Physical Plant	18-148869	16 St & 3rd Ave	Denise Wiley	40 CU YD	Waste Compactor	On-Call		\$ 164.62	\$ 28.80	\$ 318.23
2	Joan C. Edwards	Physical Plant	18-148890	17th St & 6th Ave	Denise Wiley	8 CU YD	Waste Container	5	\$ 454.00			
3	Biotech Center	Physical Plant	18-148891	3rd Ave	Denise Wiley	8 CU YD	Waste Container	5	\$ 454.00			
4	Engineering Bldg.	Physical Plant	18-148894	3rd Ave	Denise Wiley	8 CU YD	Waste Container	5	\$ 454.00			
5	Dewco - Print Shop	Physical Plant	18-148897	2221 5th Ave	Denise Wiley	8 CU YD	Waste Container	1	\$ 106.00			
6	Dewco - PhysPlant	Physical Plant	18-148925	2221 5th Ave	Denise Wiley	30 CU YD	Waste Container	On-Call		\$ 197.55	\$ 28.80	
7	Dewco - Recycling	Physical Plant	18-148920	2221 5th Ave	Denise Wiley	2 CU YD	Recycle Container	1	\$ 82.00			
8	Art Warehouse	Physical Plant	18-148898	201 20th St	Denise Wiley	30 CU YD	Waste Container	On-Call		\$ 197.55	\$ 28.80	
9	Harris Hall #2 (MU Owned) RECYCLE	Sustainability	18-148872	Harris Hall	Amy White	30 CU YD	Waste Compactor	On-Call		\$ 197.55	\$ 60.00	
10	Child Development Academy - MURC	Physical Plant	18-148899	520 22nd St	Denise Wiley	6 CU YD	Waste Container	2	\$ 204.00			
11	Huntington's Kitchen	Physical Plant	18-148900	911 3rd Ave	Denise Wiley	2 CU YD	Waste Container	3	\$ 246.00			
12	Harless Hall #5. (PKR)	Housing	18-148879	1696 6th Ave	Bob Eastom	34 YD	Roll Off	On-Call		\$ 164.62	\$ 28.80	\$ 506.51
13	Student Center East #7 (PKR)	Student Center Operating	18-148880	17th St & 5th Ave	Tootie Carter	34 YD	Roll Off	On-Call		\$ 164.62	\$ 28.80	\$ 507.91
14	Student Center East Recycle Container	Student Center Operating	18-148919	17th St & 5th Ave	Tootie Carter	8 CU YD	Front Load Compactor	3	\$ 276.00			
15	West-Side Memorial Student Center	Student Center Operating	18-148882	17th St & 5th Ave	Tootie Carter	6 YD	Front Load Compactor	3	\$ 588.00			\$ 233.49
16	Student Center West Recycle (Occ)	Student Center Operating	18-148902	17th St & 5th Ave	Tootie Carter	8 CU YD	Recycle Container	3	\$ 276.00			
17	Henderson Eastside #1 (PKR)	Physical Plant	18-148881	20th St & 3rd Ave	Denise Wiley	40 CU YD	Waste Compactor	On-Call		\$ 164.62	\$ 28.80	\$ 507.91
18	Football Stadium #1	Athletics	18-148921	20th St & 3rd Ave	Andrew Brown	8 CU YD	Waste Container	5	\$ 454.00			
19	Football Stadium #2	Athletics	18-148921	20th St & 3rd Ave	Andrew Brown	8 CU YD	Waste Container	5	\$ 454.00			
20	Soccer Complex	Athletics	18-148924	26th St & 5th Ave	Andrew Brown	8 CU YD	Waste Container	5	\$ 454.00			
21	Marshall University Police Department	Physical Plant	18-148905	1802 6th Ave	Denise Wiley	8 CU YD	Waste Container	2	\$ 204.00			
22	Marshall University Police Department - Drinko	Physical Plant	18-148906	1 John Marshall Dr	Denise Wiley	8 CU YD	Waste Container	3	\$ 306.00			
23	Visual Arts Center	Physical Plant	18-48908	927 3rd Ave	Denise Wiley	4 CU YD	Waste Container	1	\$ 164.00			
24	Tri-State Airport Aromory	Physical Plant	18-148929	1449 Airport Rd	Denise Wiley	30 CU YD	Waste Container	On-Call		\$ 197.55	\$ 28.80	
25	Twin Towers West (Temp Move in/Move out)	Housing		18 St	Bob Eastom	30 CU YD	Waste Container	On-Call		\$ 197.55	\$ 28.80	
26	Twin Towers West (Temp Move in/Move out)	Housing		18 St	Bob Eastom	30 CU YD	Waste Container	On-Call		\$ 197.55	\$ 28.80	
27	Twin Towers East (Temp Move in/Move out)	Housing		19 St	Bob Eastom	30 CU YD	Waste Container	On-Call		\$ 197.55	\$ 28.80	
28	Twin Towers East (Temp Move in/Move out)	Housing		19 St	Bob Eastom	30 CU YD	Waste Container	On-Call		\$ 197.55	\$ 28.80	
29	Fairfield Landing	Housing/Fairfield Landing	18-148907	1140 14th Street	Tracey Eggleston	8 CU YD	Waste Container	6	\$ 544.80			
30	North South Dorms #6 (PKR)	Housing	18-148875	18th St & 5th Ave	Russell Blankenship	40 CU YD	Waste Compactor	On-Call		\$ 164.62	\$ 28.80	
31	Holderby Hall #4 (PKR)	Housing	18-148876	17th St & 4th Ave	Bob Eastom	40 CU YD	Waste Compactor	On-Call		\$ 164.62	\$ 28.80	
32	Holderby Hall Recycle (Occ)	Housing	18-148901	19th St & 5th Ave	Bob Eastom	8 CU YD	Recycle Container	2	\$ 184.00			
33	Northside Towers (PKR)	Housing	18-148883	18th St & 5th Ave	Bob Eastom	6 CU YD	Front Load Compactor	6	\$ 1,176.00			
34	Mid Ohio Valley Center - Point Pleasant	Physical Plant	18-148909	Point Pleasant	Denise Wiley	6 CU YD	Waste Container	1	\$ 116.74			
MISC. ITEMS												
35	MSW Disposal (General Trash)	MISC						On-Call			\$ 28.80	
36	15 YD Container	MISC						On-Call	\$ 197.22			
37	30 YD Container	MISC						On-Call	\$ 197.55		\$ 28.80	
38	Extra Pick Up Charge	MISC						On-Call		\$ 25.00		
39	Harless Hall Recycle Container	Harless Hall		1696 6th Ave	Amy White-Parsons	8 CU YD	Recycle Container	2	\$ 184.00			
Medical Services Locations												
41	School of Pharmacy	SOP		1518 Charleston Ave	Christy Chaffins	8 CU YD	Waste Container	1	\$ 106.00			

Wednesday, December 13, 2023 at 16:35:44 Eastern Standard Time

Subject: FW: SOP Trash Pickup
Date: Wednesday, December 13, 2023 at 3:58:02 PM Eastern Standard Time
From: Wheeler, Michelle
To: Nicholas Rupert
Attachments: image001.png
FYI...

Michelle Wheeler (she/her)
Chief Procurement Officer/ Director of Purchasing
Office of Purchasing

304-696-2727
michelle.wheeler@marshall.edu
Old Main 125
One John Marshall Drive
Huntington, WV 25705
www.marshall.edu



From: "Chaffin, Christie" <chaffin18@marshall.edu>
Date: Wednesday, November 15, 2023 at 1:15 PM
To: "Wheeler, Michelle" <michelle.wheeler@marshall.edu>
Subject: RE: SOP Trash Pickup

Hi Michelle –

I spoke with Nick and Jeremy regarding this, and we will be moving forward with an 8 Cu Yd, with 1 lift per week. I have entered a requisition (R2401366) for a December 1st start date assuming you think that would be ok for the processing?

Jan 2nd 2024

For Republic, is there anything official that will need to be done, or can I just call them and have the service cancelled at 11/30?

Thanks!
Christie

From: Wheeler, Michelle <michelle.wheeler@marshall.edu>
Sent: Tuesday, November 14, 2023 10:14 AM
To: Chaffin, Christie <chaffin18@marshall.edu>
Subject: Re: SOP Trash Pickup

Hi Christie,

I will send an email to Nick Rupert who will in turn set up a time with you to look at the containers and provide you with pricing. Do you know what size you currently have? It may be the same pricing as what's on the attached list. This also includes the frequency of our pickup if that helps you as well. We can always start and 2 and increase if needed.

I'll get this in motion.

Have a great day.

Thank you,
Michelle Wheeler

From: "Chaffin, Christie" <chaffin18@marshall.edu>
Date: Monday, November 13, 2023 at 2:46 PM
To: "Wheeler, Michelle" <michelle.wheeler@marshall.edu>
Subject: SOP Trash Pickup

Hi Michelle –

I was just speaking with Nina Barrett, and I believe she mentioned to you that the SOP would be interested in checking into moving over onto the university contract with Rumpke rather than being included with the SOM on Republic. Also, we currently have 3 pickups a week, which we believe is probably excessive given the amount of trash we have. What do we need to pursue checking on this as an option, and finding out the potential costs? Also, for the number of pickups a week, how many is typical for the other (non-medical/hospital) departments?

Thanks!!
Christie

Christie D. Chaffin, CPA, MBA

Director of Finance and Planning
Marshall University School of Pharmacy
chaffin18@marshall.edu
(304) 696-5859












Vendor/Customer

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Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
000000174203	RUMPKE		Active	Inactive	
✓ 000000174204	RUMPKE OF OHIO INC		Active	Inactive	

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▼ General Info

Vendor/Customer :	000000174204	Restrict Use by Department :	
Legal Name :	RUMPKE OF OHIO INC	Miscellaneous Account :	
Alias/DBA :		Internal Account :	
Vendor Active Status :	<input type="radio"/> Active 	Third Party Only :	
Vendor Approval Status :	Complete	Third Party Vendor :	
Customer Active Status :	<input type="radio"/> Inactive 	Third Party Customer :	
Customer Approval Status :	Incomplete	Inventory Customer :	
Location Name :		Healthcare Provider :	
First Name :		Never Archive :	
Middle Name :		Restrict VSS Access :	<input type="radio"/> No 
Last Name :		Discontinue - No New Business :	
Company Name :	RUMPKE OF OHIO INC	Prevent MA Reference :	
Previous Name :		PunchOut Enabled :	
Previous Street :		Re-PunchOut Enabled :	
Previous City :		Electronic Order Enabled :	
Previous State/Province :		W-9 Received :	
Previous Country :		W-9 Received Date :	
		W-8 Received :	
		W-8 Received Date :	
		Accepts Credit Cards :	
		Active From :	01/01/1999 
		Active To :	
		Last Usage Date :	12/08/2023
		Department :	
		Unit :	

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▶ Fee and Vendor Compliance Holds

Fee Exempt :		Tax Clearance :	
Registration Application Date :	06/02/2016 	Unemployment Insurance :	
Registration Effective Date :	06/02/2016	Worker's Compensation :	
Registration Expiration Date :	06/02/2017	Secretary of State Registration :	
Pre-Registration Code :		Federal Debarred :	

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