


Request for Bids	 Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-3498	Bid# R2502316		
Vendor:			Purchasing Contact: Missy Workman Phone: (304) 696-3498 Email: Workman57@Marshall.edu & Purchasing@marshall.edu	
Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED ON THIS FORM AND UPLOADED INTO THE MU BONFIRE PORTAL ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for items contained herein. The Institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.				
DATE: May 27, 2025	EOI SUBMISSION DUE: June 23, 2025	DEPARTMENT REQUISITION NO.: R2502316	BIDS OPEN: TBD at 3:00 p.m. EST	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
Item #	Quantity	Description	Unit Price	Extended Price
		<p style="text-align: center;"><u>Request for Expression of Interest</u></p> <p>Marshall University, on behalf of the Board of Governors, invites sealed proposals to provide design services and construction contract administration for:</p> <p style="text-align: center;">EOI#: R2502316</p> <p style="text-align: center;">Marshall University Renovations and Upgrades to Corbly Hall Huntington, West Virginia</p> <p>Interested firms should contact Missy Workman by phone at 304-696-3498 or email Workman57@Marshall.edu to obtain a copy of the requirements of the request for Expressions of Interest (EOI).</p> <p>The requirements can be accessed: http://www.marshall.edu/purchasing/resources/bids-and-proposals or https://marshall.bonfirehub.com/opportunities/188066</p> <p>EOI submission due to Marshall University Purchasing: <u>June 23, 2025 at 3:00 PM EST</u></p>		
Total				

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 _____ <div style="text-align: center;">within _____ days</div> FOB _____ Terms _____ After receipt of order at address shown	Bidder's name Vendor _____ Signed By _____ Typed Name _____ Title _____ Email _____ Street Address _____ City/State/Zip _____ Date _____ Phone _____ Fein _____
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EXPRESSION OF INTEREST

Marshall University Renovations and Upgrades to Corbly Hall Huntington, West Virginia EOI # R2502316

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SECTION ONE: GENERAL INFORMATION

1. **PURPOSE:** The Marshall University Office Purchasing (“Office of Purchasing”) on behalf of the Marshall University Board of Governors, is soliciting Expression of Interest (“EOI” or “Bids”) for Planning and Construction, (“Department”), from qualified firms to provide Full Service Design, Architectural/ Engineering services, and Construction (“Vendors”), at Marshall University campuses, as defined herein.
2. **PROJECT:** The purpose of the project for which Expression(s) of Interest are being solicited is to provide necessary engineering, architectural, design, delivery, construction, and other related professional services. The design scope will be inclusive of but not limited to renovations and upgrades to Corbly Hall to install dietetics/clinical lab space. Improvements to the 2nd floor will be the priority. Improvements, revisions, and upgrades of existing building elements such as HVAC, fire suppression, cooking vent hoods, and office space. Upgrades to existing power and lighting systems shall also be considered as part of this project with plumbing requirements. The existing HVAC system shall be addressed, as necessary. Improvements to other spaces and systems may be included as part of this project, budget allowing. Corbly Hall, located on the Marshall University Campus in Downtown Huntington, WV (“Project”).

3. SCHEDULE OF EVENTS:

Release of the EOI	May 27, 2025
Firm's Written Questions Submission Deadline.....	June 17, 2025
Expressions of Interest Submission Due	June 23, 2025
Estimated Date for Interviews	June 30, 2025
Design and Bid Documents complete.....	August 29, 2025
Estimated Date for Bid Open.....	September 2025
Estimated Date for Construction.....	September 2025



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SECTION TWO: PROJECT SPECIFICATIONS

1. **Location:** Huntington Kitchen and Marshall University Corbly Hall at 1610 5th Avenue, Huntington, WV: Marshall University, One John Marshall Drive, Huntington, WV
2. **Background:** The Department desires to design, move, install, and implement construction upgrades along with other improvements and renovations to Corbly Hall located on the Marshall University Campus in Downtown Huntington, WV.
3. **Qualifications and Experience:** Vendors must include a statement of qualifications and performance data. The statement of qualifications and performance data may be presented through things like information regarding its employees, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and the project goals and objectives and how they were met.
 - 3.1 In addition to the above, the Vendor should provide information regarding the following:
 - a. The successful firm or team should demonstrate a clear procedure for communication with the owner during all phases of the project. Specific identification of the project team and their individual project experience.
 - b. The successful firm or team should demonstrate a history of projects that met the owner's budget and a clear plan to ensure this project can be constructed within the project budget. This plan should be described in detail.
 - c. The successful firm or team should demonstrate experience and/or understanding local and/or West Virginia construction market capabilities and cost.
 - d. The successful firm or team should demonstrate the history of the firm and location of the principal office. In such that services to the University will be readily available and convenient from the development phase through the construction contract administration phase.
 - e. Experience in sustainable building design and status of LEED accredited professionals for architectural, mechanical, and electrical disciplines within the proposed project team.
 - f. Demonstrate that the location of the firm is such that services to the University will be readily available and convenient from the development phase through the construction contract administration.
 - g. Identification in detail of how mechanical/electrical/HVAC design will be addressed, qualifications of either in-house or outside consultants who will perform this design work, and the approach to be used in this critical design area. A proven track record of the working relationship among members of the design team must be specified.
 - h. Demonstrate ability to coordinate construction contract administration in a general contractor approach.
 - i. Identification of the project team to be assigned to the proposed project, including their individual experience with the firm, their experience of similar projects, and the role they will play.



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- j. Specific experience in providing the potential services required in projects of a similar size and complexity.
- k. At least three (3) references from organizations at which the firm and the project team have provided similar services during the past three years.

4. **Project and Goals:** The project goals and objectives are:

- 4.1. **Goal/Objective 1:** Please provide a brief overview of your company's experience and expertise in design, construction, HVAC, Plumbing, and other capabilities of services. Include details about the scope of the services, such as the types of equipment and projects completed, available service options, and any additional features or benefits offered.
- 4.2. **Goal/Objective 2: Support and Maintenance:** Please provide information on the technical support, warranty, and maintenance services offered. Include details about the available support channels, response times, and procedures or requesting service.
- 4.3. **Goal/Objective 3: Cost Structure:** Please provide information on the pricing structure for your services. Specifically, outline the costs associated with purchasing, installation, electrical, labor, delivery, ongoing maintenance, construction, software, any unforeseen cost, and other relevant charges.
- 4.4. **Goal/Objective 4:** Provide details of all necessary services to design the facilities described in this EOI in a manner that is consistent with the University's needs, objectives, current law, and current code. While planning to design and execute project budget.
- 4.5. **Goal/Objective 5:** Review existing plans and conditions as well as the operation of Corbly Hall and other areas/buildings and the ability to evaluate while communicating effectively to determine a plan that can be implemented in a manner that will minimize disruption to concurrent operation of the facility and meet all objectives.
- 4.6. **Goal/Objective 6:** Provide Experience in and/or understanding of the local and/or West Virginia construction market capabilities, and cost. Demonstrate that the location of the firm is such that services to the University will be readily available and convenient from the development phase through the construction contract administration.

- 5. **Oral Presentations/Interviews:** Marshall has the option of requiring an interview of all firms participating in the EOI process. During interviews, firms may not alter or add to their submitted proposal but may be asked to clarify. Marshall may choose the top three vendors to interview if determined to be the most qualified to provide the required service.



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SECTION THREE: VENDOR PROPOSAL, EVALUATION, & AWARD

1. **Economy of Preparation:** EOIs should be prepared simply and economically, providing a straight-forward, concise description of the firm's abilities to satisfy the requirements and goals and objectives of the EOI. Emphasis should be placed on completeness and clarity of content. The response sections should be labeled for ease of evaluation.
2. **BIDS MUST NOT CONTAIN PRICE INFORMATION:** The State shall select the best value solution according to W. Va. Code §5G-1-3. In accordance with Code requirements, no "price" or "fee" information is permitted in the Vendor's EOI response.
3. **Evaluation and Award Process:** Expressions of Interest for projects estimated to cost \$250,000 or more will be evaluated and awarded in accordance with W.Va. Code §50-1-3. That Code section requires the following related to evaluation and award:

3.1 Required Elements/ of EOI Response: The director of purchasing shall encourage such firms engaged in the lawful practice of the profession to submit an expression of interest, which shall include a statement of qualifications, and performance data and may include anticipated concepts and proposed methods of approach to the project.

3.2. Public Advertisement: All EOI requests shall be announced by public notice published as a Class II legal advertisement in compliance with the provisions of West Virginia Code §59-3-1 et seq.

3.3. Selection Committee Evaluation and Negotiation: A committee comprised of three to five representatives of the agency initiating the request shall:

- 3.3.1. Evaluate the statements of qualifications and performance data and other material submitted by the interested firms and select three firms which in their opinion are the best qualified to perform the desired service.
- 3.3.2. Conduct interviews with each firm selected and conduct discussions regarding anticipated concepts and the proposed methods of approach to the assignment.
- 3.3.3. Rank in order of preference no less than three professional firms are deemed to be the most highly qualified to provide the services required and shall and commence scope of service and price negotiations with the highest qualified professional firm.
- 3.3.4. Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified, at a fee determined to be fair and reasonable, price negotiations with the firm of a second choice shall commence. Failing agreement with the second most qualified professional firm, the committee shall undertake price negotiations with the third most qualified professional firm.



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3.3.5. Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified at a fee determined to be fair and reasonable, the agency will then commence negotiations with the second most qualified firm, and so on, until an agreement is reached, or the solicitation is cancelled.

3.3.6. If negotiations are successful, the contract documents will be forwarded to the WV Purchasing Division for review and approval, and then to the WV Attorney General's office for review and approval as to form. Once approved, a formal contract will be issued to the Vendor.

3.4. Vendor Rankings: All evaluation criteria is defined in the Procurement Specifications section and based on a 100-point total score. Points shall be assigned based upon the Vendor's response to the evaluation criteria as follows:

- | | |
|---|---------------------------|
| • Qualifications, Experience, & Past Performance: | 40 Points Possible |
| • Goals & Objectives (Concepts, Methods, & Approach): | 40 Points Possible |
| • <u>Interviews:</u> | <u>20 Points Possible</u> |

Total	100 Points
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SECTION FOUR: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked, could lead to disqualification of a Vendor's bid. All EIO or Bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of a Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall" which identify a mandatory item or requirement. Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **INQUIRIES:** Additional information inquiries regarding this EOI must be submitted in writing to Marshall University Office of Purchasing, except for questions regarding proposal submission, which may be oral. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding. The deadline for written inquiries is identified in the **Schedule of Events, Section 3**. All inquiries of specification clarification must be addressed to the designated **sole contact** for this EOI:

Marshall University Office of Purchasing
Missy Workman
Old Main 125
One John Marshall Drive Huntington, WV 25755
Include solicitation number R2502316 on envelope &/or in the subject line.
Email: bidquestions@marshall.edu

The firm, or anyone on the firm's behalf, is not permitted to direct questions or comment on this EOI with anyone at Marshall University except the sole contact. Violation may result in rejection of the EOI.

4. **VENDOR REGISTRATION:** Vendors participating in this process should complete and file a *Vendor Registration and Disclosure Statement* (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit an EOI, but the successful vendor must register and pay the fee prior to the issuance of an actual contract.
5. **ORAL STATEMENTS AND COMMITMENTS:** Firm must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between firm's representatives and any State personnel are not binding. Only the information issued in writing and added to the EOI specifications file by an official written submission and/or addendum is binding.
6. **ECONOMY OF PREPERATION:** EOI's should be prepared simply and economically, providing a straightforward, concise description of firm's abilities to satisfy the requirements of the EOI. Emphasis should be placed on completeness and clarity of content.



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7. **LABELING OF THE SECTIONS:** The response sections should be labeled for ease of evaluation.
8. **SUBMISSION:** All bids must be submitted electronically through Bonfire™ or signed and delivered by the Vendor to the Marshall University Office of Purchasing at the address listed above on or before the date and time of the EOI submission deadline. Any EOI received by the Office of Purchasing staff is in the possession of the Office of Purchasing and will not be returned for any reason. The Office of Purchasing will not accept EOI, modification of EOI, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via Bonfire™, hand delivery, or delivery by courier. An EOI that is not submitted electronically through Bonfire™ should contain the information listed below on the face of the envelope or the bid may be rejected by the University.

The outside of the envelope or package(s) should be sent to the above address and clearly marked:

SEALED BID: R2502316

CONTACT: Missy Workman

SOLICITATION NAME: EOI - Marshall University Renovations & Upgrades to Corbly Hall

SOLICITATION CLOSING DATE: June 23, 2025

SOLICITATION CLOSING TIME: 3:00 pm EST

9. **REJECTION OF EXPRESIONS:** The University may accept or reject any EOI as a whole, or in part in accordance with Marshall University Board of Governors Policy No. FA-9 Purchasing Policy. Marshall University may select multiple firms to fulfill the project needs. However, Marshall reserves the right to accept or reject any or all expressions and reserves the right to withdraw this EOI at any time and for any reason. Submission of, or receipt by Marshall of Expressions confers no rights upon the firm nor obligates Marshall in any manner. A contract based on this EOI, and the firm's response may or may not be awarded.

Any contract resulting in an award from this EOI and subsequent negotiations is not valid until properly approved and executed by Marshall.

10. **INCURRING COSTS:** Marshall and any of its employees or officers shall not be held liable for any expenses incurred by any firm responding to this EOI for expenses to prepare, deliver, or to attend oral interviews (if required).
11. **ADDENDA:** If it becomes necessary to revise any part of this EOI, an official written addendum will be issued by Marshall to all potential firms of record.
12. **PRICE QUATOTATIONS:** No "price" or "fee" quotation is requested or permitted in response.
13. **PUBLIC RECORD:**

a. Submissions are Public Record



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- i. All documents submitted to Marshall related to purchase orders/contracts are considered public records. All EOI's submitted by firms shall become public information and are available for inspection during normal official business hours at Marshall after the expressions have been opened.

b. Written Release of Information

- i. All public information may be released with or without a Freedom of Information request.

c. Risk of Disclosure

- i. The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets as submitted by a firm are the only exemption to public disclosure. The submission of any information to Marshall by a firm puts the risk of disclosure on the firm. Marshall does not guarantee non-disclosure of any information to the public.

14. PURCHASING AFFADIVT: West Virginia State Code §SA-3-10a (3) (d) requires that all firms submit an Affidavit regarding any debt owed to the State and licensing and confidentiality certifications. The Affidavit must be signed and submitted prior to award. The Affidavit must be submitted with the EOI.



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SECTION FIVE: MARSHALL UNIVERSITY GENERAL TERMS AND CONDITIONS

By signing and submitting the EOI, the firm agrees to be bound by all the terms contained in Section 5 of this EOI.

- 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. CONFLICT OF INTEREST:** The firm affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The firm further covenants that in the performance of the contract, the firm shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to Marshall University.
- 3. PROHIBITION AGAINST GRATUITIES:** The firm warrants that it has not employed any company or person other than a bona fide employee working solely for the firm or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract. For breach or violation of this warranty, Marshall University shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.
- 4. CERTIFICATIONS RELATED TO LOBBYING:** The firm certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the firm shall complete and submit a disclosure form to report the lobbying.



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The firm agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of the fact upon which reliance was placed when this contract was made and entered into.

- 5. 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.
- 6. 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 wages law.
- 7. CONTRACT PROVISIONS:** After qualified firms are identified, and fee negotiations are concluded, a formal contract document will be executed between Marshall University and the firms. The order of precedence is the contract, the EOI and the firms' response to the EOI.
- 8. 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.



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- 9. SUBCONTRACTS/JOINT VENTURES:** Marshall University will consider the firm to be the sole point of contact with regard to all contractual matters. The firm may, with the prior written consent of Marshall University, enter into written subcontracts for performance of work under this contract; however, the firm is totally responsible for payment of all subcontractors
- 10. NON-APPROPRIATION OF FUNDS:** If Marshall University is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, Marshall University may terminate the contract at the end of the affected current fiscal period without further charge or penalty. Marshall University shall give the firm a written notice of such non-allocation of funds as soon as possible after Marshall University receives notice. No penalty shall accrue to Marshall University in the event this provision is carried out.
- 11. CONTRACT TERMINATION:** Marshall University (University or Marshall) may terminate any contract resulting from this EOI immediately at any time the firm fails to carry out its responsibilities or to make substantial progress under the terms of this EOI and resulting contract. Marshall University shall provide the firm with advance notice of performance conditions, which are endangering the contract's continuation. If after such notice the firm fails to remedy the conditions contained in the notice, within the time contained in the notice, Marshall University shall issue the firm an order to cease and resist all work immediately. Marshall shall be obligated only for services rendered and accepted prior to the date of the termination notice. The contract may also be terminated upon the mutual agreement of the parties with thirty (30) days prior notice.
- 12. CHANGES:** If changes to the original contract become necessary, a formal contract change order will be required. Prior to any work being performed, the change must be negotiated and approved by Marshall University and the firm. An approved contract change order is defined as one approved by the Marshall University prior to the effective date of such amendment. **NO CHANGE SHALL BE IMPLEMENTED BY THE FIRM UNTIL THE FIRM RECEIVES AN APPROVED WRITTEN CHANGE ORDER.**
- 13. 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 include internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 14. REQUIRED DOCUMENTS:** All the items checked below must be provided to the University by the Vendor as specified below.
- ☒ **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:**

Please include W9, Contractor's License, Certificate of Insurance (COI) with Marshall University as Certificate Holder, MURC -2, Purchasing Affidavit, Drug Free Workplace Certificate, Criteria for Selection of Lowest Qualified Bidder, all Signature pages dated & signed, Disclosure of Interested Parties to Contracts, and Subcontractors List.

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

- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. AMENDMENTS** - The parties agree that all amendments, modifications, alterations or



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changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

- 22. 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 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.
- 23. 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 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.
- 24. 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 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.
- 25. 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.
- 26. 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



EXPRESSION OF INTEREST

Marshall University Renovations and Upgrades to Corbly Hall Huntington, West Virginia EOI # R2502316

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.

- 27. 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.

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.
 - i. 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.
 - ii. 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



EXPRESSION OF INTEREST

Marshall University Renovations and Upgrades to Corbly Hall Huntington, West Virginia EOI # R2502316

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.

- iii. **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



EXPRESSION OF INTEREST

Marshall University Renovations and Upgrades to Corbly Hall Huntington, West Virginia EOI # R2502316

clear in the bid itself or in documentation following the request for the subcontractor list.) 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.

- b. 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

EXPRESSION OF INTEREST

**Engineering and Geotechnical Services for West Virginia Board of Risk &
Insurance Management
EOI # 040425**

Certification and Signature Sheet

By signing below, I certify that I have reviewed this Expression of Interest in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the submitting firm to execute this Expression or any documents related thereto on submitting firm's behalf; that I am authorized to bind the submitting firm in a contractual relationship; and that, to the best of my knowledge, the submitting firm has properly registered with any State agency that may require registration.

(Firm)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: _____

☐ Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 30-42-14

Attach additional pages if necessary

Revised: 10/12/21

ADDENDUM ACKNOWLEDGEMENT
FORM SOLICITATION NO.: R2502316 EOI
Marshall University Corbly Hall Renovations & Upgrades Huntington, WV

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Company

Authorized Signature

Date

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

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.

(Name, Title)

(Printed Name and Title)

(Address)

(Phone Number)

(Fax Number)

(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.

(Company)

(Authorized Signature)

(Printed Name and Title of Authorized Representative)

(Date)

(Phone Number)

(Fax Number)

MURC AGREEMENT ADDENDUM

MURC-2
Effective Feb. 2014

Vendor/Purpose:
Order no:

MURC #:

In the event of conflict between this Marshall University Research Corporation addendum and the vendor agreement, Marshall University Research Corporation addendum shall control:

ARBITRATION- Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to Marshall University Research Corporation.

ACCELERATION- Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.

AMENDMENTS- All amendments, modifications, alterations or charges to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this Marshall University Research Corporation addendum without the express written approval of Marshall University Research Corporation.

ATTORNEY FEES- Marshall University Research Corporation recognizes an obligation to pay attorney's fees or cost only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.

GOVERNING LAW- The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.

HOLD HARMLESS- Any clause requiring Marshall University Research Corporation to indemnify or hold harmless any party is hereby deleted in its entirety.

INSURANCE- Any provision requiring Marshall University Research Corporation to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.

INTEREST- Should the agreement include a provision for interest on late payments, Marshall University Research Corporation agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.

PAYMENT- Any references to prepayment are deleted. Payment will be in arrears.

RECOUPMENT- Any language in the agreement waiving Marshall University Research Corporation's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.

RENEWAL- Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.

RIGHT TO NOTICE- Any provision for repossession of equipment without notice is hereby deleted. However, Marshall University Research Corporation does recognize a right of repossession with notice.

RIGHT TO TERMINATE- Marshall University Research Corporation shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.

SIMILAR SERVICES- Any provisions limiting Marshall University Research Corporation's rights to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.

STATUTE OF LIMITATION- Any clauses limiting the time in which Marshall University Research Corporation may bring suit against the Vendor, lessor, individual, or any other party are deleted.

TAXES- Provisions in the agreement requiring the Marshall University Research Corporation to pay taxes are deleted. As a not for profit entity, the Corporation is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will Marshall University Research Corporation file any tax returns or reports on behalf of Vendor or any other party. Upon request, MURC will provide appropriate tax-exempt documentation.

TERMINATION CHARGES- Any provision requiring Marshall University Research Corporation to pay a fixed amount of liquidated damages upon termination of the agreement is hereby deleted. Marshall University Research Corporation may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current project period due to wrongful termination by Marshall University Research Corporation prior to the end of any current agreement term,

ACCEPTED BY:
MARSHALL UNIVERSITY RESEARCH CORP.

Spending Unit: _____

Signed: _____

Title: **John Maher Executive Director, MURC**

Date: _____

VENDOR

Company Name: _____

Authorized Signature: _____

Name/Title: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER West Virginia Board of Risk & Insurance Management 1124 Smith Street Suite 4300 Charleston WV 25301		CONTACT NAME: PHONE (A/C, No, Ext): 304-766-2646 FAX (A/C, No): 304-558-6004 E-MAIL ADDRESS: brim.underwriting@wv.gov	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: National Union Fire Co of Pittsburgh PA	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WRONGFUL ACT <input checked="" type="checkbox"/> PROFESSIONAL GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		L	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ \$3,000,000 PRODUCTS - COMP/OP AGG \$ NONE
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		L	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ \$1,000,000 AGGREGATE \$ \$3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	L STOP GAP	07/01/2021	07/01/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Subject to the Provisions, Conditions and Exclusions of the policies listed above, it is agreed that the Certificate Holder is an "Additional Insured" with respects to:

CERTIFICATE HOLDER MARSHALL UNIVERSITY ONE JOHN MARSHALL DRIVE HUNTINGTON, WV 25755	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>M. Duke</i>
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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER

INSURANCE AGENCY'S NAME AND ADDRESS

CONTACT NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL ADDRESS:

PRODUCER

CUSTOMER ID:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

CONTRACTOR'S NAME AND ADDRESS

INSURER A :

INSURER'S NAME

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY					BUILDING	\$
	CAUSES OF LOSS	DEDUCTIBLES				PERSONAL PROPERTY	\$
	<input type="checkbox"/> BASIC	BUILDING				BUSINESS INCOME	\$
	<input type="checkbox"/> BROAD	CONTENTS				EXTRA EXPENSE	\$
	<input type="checkbox"/> SPECIAL					RENTAL VALUE	\$
	<input type="checkbox"/> EARTHQUAKE					BLANKET BUILDING	\$
	<input type="checkbox"/> WIND					BLANKET PERS PROP	\$
	<input type="checkbox"/> FLOOD					BLANKET BLDG & PP	\$
							\$
							\$
							\$
	<input checked="" type="checkbox"/> INLAND MARINE		TYPE OF POLICY			<input checked="" type="checkbox"/> BUILDING	\$ CONTRACT AMOUNT
	CAUSES OF LOSS					<input checked="" type="checkbox"/> TRANSIT	\$ 20%
A	<input type="checkbox"/> NAMED PERILS		POLICY NUMBER			<input checked="" type="checkbox"/> OFF-SITE STORAGE	\$ 20%
							\$
	<input type="checkbox"/> CRIME						\$
	TYPE OF POLICY						\$
							\$
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN						\$
							\$
							\$
							\$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT NAME AND ADDRESS

MARSHALL UNIVERSITY IS AN ADDITIONAL INSURED

CERTIFICATE HOLDER

CANCELLATION

MARSHALL UNIVERSITY
ONE JOHN MARSHALL DRIVE
HUNTINGTON, WV 25755

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

MARSHALL UNIVERSITY
CRITERIA FOR SELECTION OF LOWEST
RESPONSIBLE AND RESPONSIVE BIDDER FOR CONSTRUCTION PROJECTS

Pursuant to the laws of the State of West Virginia and Marshall University's Board of Governors Policy FA-9, Purchasing Policy, construction projects over \$100,000.00 must award bids only to the lowest responsible and responsive vendor. Therefore, Marshall University must consider the following factors, and the information from the Contractor's Qualification Statement (**AIA** Document A305-2020), when making a determination as to whether a contractor's bid is not only the lowest, but is also responsible and responsive. Therefore, the apparent low vendor with the lowest bid must respond in writing to the following thirteen (13) items and provide a completed AIA Document A305-1986 (Contractors Qualification Statement) to the Facilities Planning & Management, and the Office of Purchasing within twenty-four (24) hours after the bid opening. These documents will be used in the bid evaluation process to determine if the Vendor is both responsible and responsive. For all responses, please include any other company/vendor names that you have operated under that are included in the responses provided. Also include the years of experience the company/vendor has in the construction, renovation, or building repair business.

1. The company/vendor's participation in a drug program that meets the objectives, applicable laws and regulations for a drug free workplace including the use of tobacco and alcohol on school properties.

2. The continuity, experience, and skill of the company/vendor's work force and that of the company/vendor's designated subcontractors.

3. The company/vendor's performance on similar construction projects. Please list the three (3) most current similar projects.

4. The company/vendor's ability to successfully complete projects within the proposed schedules and deadlines.

5. The company/vendor's participation in a *bonafide* joint apprenticeship program that is approved by the US Department of Labor, US Bureau of Apprenticeship Training and is administered in compliance with the rules and regulations of the WV Department of Labor. [See DOL 42-7-3.1 (i)]

6. The company/vendor's history of compliance with Worker's Compensation and Unemployment Compensation laws

7. The company/vendor's history of compliance with OSHA requirements

8. The company/vendor's subcontractor's compliance with state regulatory agencies i.e. WV Department of Labor, the WV Insurance Commission, Workforce WV, WV Secretary of State' Office, etc.

Criteria for Selection of Lowest Responsible and Responsive Vendor

9. The company/vendor's local hiring plan and history of compliance with the WV Jobs Act, (W. Va. Code, Chapter 21, Article 1C) regarding use of the local labor market

10. The bonding record of the company/vendor

11. The company/vendor's participation as a party in any legal action where an awarded liability could negatively impact the ability of the company/vendor to complete this project.

12. The company/vendor's financial stability and its impact on the company's ability to complete the project

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

All of the factors, as outlined above as supported by the accompanying Contractors Qualification Statement, will be considered by Marshall University in determining the "best" responsible and responsive Vendor.

Company

Authori ed Signature

Printed Name and Title of Authori ed Representative

Date

Fax Number

Phone Number

Note: Your responses should be submitted with the bid to expedite document processing.

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) _____
RFQ/RFP# (B) _____

Bid Bond

- (A) WV State Agency
(B) Request for Quotation Number (upper right corner of page #1)
(C) Your Business Entity Name (or Individual Name if Sole Proprietor)
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety's Principal Office
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in numbers
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Business Entity (or Individual Name if Sole Proprietor)
(R) Seal of Principal
(S) Signature of President, Vice President, or Authorized Agent
(T) Title of Person Signing for Principal
(U) Seal of Surety
(V) Name of Surety
(W) Signature of Attorney in Fact of the Surety

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____ (C) of _____ (D), _____ (E), as Principal, and _____ (F) of _____ (G), _____ (H), a corporation organized and existing under the laws of the State of _____ (I) with its principal office in the City of _____ (J), as Surety, are held and firmly bound unto The State of West Virginia, as Oblige, in the penal sum of _____ (K) (\$ _____ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for _____

(M)

NOW THEREFORE

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Oblige may accept such bid: and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the _____ (N) day of _____ (O), 20____ (P).

Principal Seal

(R)

(Name of Principal)

By _____ (S)
(Must be President, Vice President, or
Duly Authorized Agent)

Title

Surety Seal

(U)

(Name of Surety)

Attorney-in-Fact

NOTE 1: **Dated Power of Attorney with Surety Seal must accompany this bid bond.**

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
_____ of _____, _____, as Principal, and _____
_____ of _____, _____, a corporation organized and existing under the laws of the State of _____
_____ with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this _____ day of _____, 20____.

Principal Seal

(Name of Principal)

By _____
(Must be President, Vice President, or
Duly Authorized Agent)

(Title)

Surety Seal

(Name of Surety)

Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.**

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and _____
(Surety name and complete address including ZIP Code)

_____ a corporation organized and existing under
the laws of the State of _____, with its principal office in the City of _____

as Surety, hereinafter called Surety, are held firmly bound unto _____
(Owner name, complete address including ZIP Code and legal title)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined in the amount of
_____ Dollars (_____),
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____
_____ entered into a contract with Owner for

_____ in accordance with drawings and specifications prepared by _____

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, well and truly perform the contract, and shall pay off,
satisfy and discharge all claims of subcontractors, labors, materialmen and all persons furnishing material or doing work pursuant to the
CONTRACT and shall save Owner and its property harmless from any and all liability over and above the contract price thereof, between the Owner
and the Contractor, for all of such labor and material, and shall fully pay off and discharge and secure the release of any and all mechanics liens
which may be placed upon said property by any such subcontractor, laborer or materialmen, then this obligation shall be null and void. Otherwise, it
shall remain in full force and effect.

Signed and sealed this * _____ day of _____ 20_____

Principal Corporate Seal

(Contractor Name) (Seal)

BY: _____ (Seal)
(Must be President, Vice President, Owner, Partner, Manager, Member,
or other duly Authorized Agent)

(Title)

Surety Corporate Seal

(Surety)

BY: _____ (Seal)

NOTE: Please attach Power of Attorney.

NOTE: Applicable sections of attached acknowledgments
must be completed and returned as part of the bond.

APPROVED AG 07-15-2024

ACKNOWLEDGMENTS

Acknowledgment by Principal if individual or Partnership

1. STATE OF _____
2. County of _____ to-wit:
3. I, _____, a Notary Public in and for the
4. county and state aforesaid, do hereby certify that _____
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this _____ day of _____ 20 _____
6. Notary Seal 7: _____
(Notary Public)
8. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Principal if Corporation

9. STATE OF _____
10. County of _____ to-wit:
11. I, _____, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that _____
13. who as, _____ signed the foregoing writing for
14. - a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
15. Given under my hand this _____ day of _____ 20 _____
16. Notary Seal 17: _____
(Notary Public)
18. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Surety

19. STATE OF _____
20. County of _____ to-wit:
21. I, _____, a Notary Public in and for the
22. county and state aforesaid, do hereby certify that _____
23. who as, _____ signed the foregoing writing for
24. _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
25. Given under my hand this _____ day of _____ 20 _____
26. Notary Seal 27: _____
(Notary Public)
28. My commission expires on the _____ day of _____ 20 _____

Sufficiency in Form and Manner of Execution Approved

This _____ day of _____ 20 _____.

By: _____
(Deputy Attorney General)

Attorney General

ACKNOWLEDGMENT PREPARATION INSTRUCTIONS

1. IF PRINCIPAL IS AN INDIVIDUAL OR PARTNERSHIP, HAVE NOTARY COMPLETE LINES (1) THROUGH (8).
2. IF PRINCIPAL IS A CORPORATION, HAVE NOTARY COMPLETE LINES (9) through (18).
3. SURETY MUST HAVE NOTARY COMPLETE LINES (19) through (28).
4. **Notaries must:**

ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

1. Enter name of State.
2. Enter name of County.
3. Enter name of Notary Public witnessing transactions.
4. Enter name of principal covered by bond if individual or partnership. (Must be Owner or General Partner of Sole Proprietorship or Partnership)
5. Notary enters date bond was witnessed. Must be the same as or later than signature date.
6. Affix Notary Seal.
7. Notary affixes his/her signature.
8. Notary enters commission expiration date.

ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

9. Enter name of State.
10. Enter name of County.
11. Enter name of Notary Public witnessing transactions.
12. Enter name of Corporate Officer signing bond.
13. Enter Title of Corporate Officer signing bond. (Must be President or Vice President of Corporation; Manager or Managing Member of Limited Liability Company)
14. Enter name of Company or Corporation.
15. Notary enters date bond was witnessed. Must be the same as or later than signature date.
16. Affix notary Seal.
17. Notary affixes his/her signature.
18. Notary enters commission expiration date.

ACKNOWLEDGMENT BY SURETY

19. Enter name of State.
20. Enter name of County.
21. Enter name of Notary Public witnessing transactions.
22. Enter name of person having power of attorney to bind Surety Company.
23. Enter Title of person binding Surety Company.
24. Enter name of Insurance Company (Surety).
25. Notary enters date bond was witnessed. Must be the same as or later than signature date.
26. Affix Notary Seal.
27. Notary affixes his/her signature.
28. Notary enters commission expiration date.

POWER OF ATTORNEY INSTRUCTIONS

Power of attorney for surety must be attached showing that it was in full force and effect on signature date indicated on the face of the bond. A corporate seal must also be affixed to the Power of Attorney form.

- a. Name of attorney in fact must be listed.
- b. Power of Attorney may not exceed imposed limitations.
- c. Certificate date, the signature date of bond must be entered.
- d. Signature of authorizing official must be affixed. (Signature may be facsimile).
- e. **Seal must be affixed.**

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and _____
(Surety name and complete address including ZIP Code)

_____ a corporation organized and existing under
the laws of the State of _____, with its principal office in the City of _____

as Surety, hereinafter called Surety, are held firmly bound unto _____
(Owner name, complete address including ZIP Code and legal title)

as Obligee, hereinafter called Owner, in the amount of _____
Dollars (_____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____
_____ entered into a contract with Owner for _____

in accordance with drawings and specifications prepared by _____

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, for a period of two (2) years from and after the date
of completion and acceptance of same by Owner, replace any and all defects arising in the Work, whether resulting from defective materials or
defective workmanship, after such period this obligation shall be null and void; otherwise it will remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the CONTRACT, the Owner having performed Owner's obligations
thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the CONTRACT in accordance with its terms and conditions, and
2. Shall save the Owner harmless from any claims, judgments, or liens arising from the Surety's failure to either remedy the default or to
complete the CONTRACT in accordance with its terms and conditions in a timely manner.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors of
Owner.

Signed and sealed this * _____ day of _____ 20_____.

Principal Corporate Seal

(Contractor Name)

BY: _____ (Seal)
(Must be President, Vice President, Owner, Partner, Manager, Member,
or other duly Authorized Agent)

(Title)

Surety Corporate Seal

(Surety)

BY: _____ (Seal)

NOTE: Please attach Power of Attorney.

NOTE: Applicable sections of attached acknowledgments
must be completed and returned as part of the bond.

APPROVED AG 07-15-2024

ACKNOWLEDGMENTS

Acknowledgment by Principal if individual or Partnership

1. STATE OF _____
2. County of _____ to-wit:
3. I, _____, a Notary Public in and for the
4. county and state aforesaid, do hereby certify that _____
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this _____ day of _____ 20 _____
6. Notary Seal
7. _____
(Notary Public)
8. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Principal if Corporation

9. STATE OF _____
10. County of _____ to-wit:
11. I, _____, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that _____
13. who as, _____ signed the foregoing writing for
14. - a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
15. Given under my hand this _____ day of _____ 20 _____
16. Notary Seal
17. _____
(Notary Public)
18. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Surety

19. STATE OF _____
20. County of _____ to-wit:
21. I, _____, a Notary Public in and for the
22. county and state aforesaid, do hereby certify that _____
23. who as, _____ signed the foregoing writing for
24. _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
25. Given under my hand this _____ day of _____ 20 _____
26. Notary Seal
27. _____
(Notary Public)
28. My commission expires on the _____ day of _____ 20 _____

Sufficiency in Form and Manner of Execution Approved

This _____ day of _____ 20 _____.

By: _____
(Deputy Attorney General)

Attorney General

ACKNOWLEDGMENT PREPARATION INSTRUCTIONS

1. IF PRINCIPAL IS AN INDIVIDUAL OR PARTNERSHIP, HAVE NOTARY COMPLETE LINES (1) THROUGH (8).
2. IF PRINCIPAL IS A CORPORATION, HAVE NOTARY COMPLETE LINES (9) through (18).
3. SURETY MUST HAVE NOTARY COMPLETE LINES (19) through (28).
4. **Notaries must:**

ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

1. Enter name of State.
2. Enter name of County.
3. Enter name of Notary Public witnessing transactions.
4. Enter name of principal covered by bond if individual or partnership. (Must be Owner or General Partner of Sole Proprietorship or Partnership)
5. Notary enters date bond was witnessed. Must be the same as or later than signature date.
6. Affix Notary Seal.
7. Notary affixes his/her signature.
8. Notary enters commission expiration date.

ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

9. Enter name of State.
10. Enter name of County.
11. Enter name of Notary Public witnessing transactions.
12. Enter name of Corporate Officer signing bond.
13. Enter Title of Corporate Officer signing bond. (Must be President or Vice President of Corporation; Manager or Managing Member of Limited Liability Company)
14. Enter name of Company or Corporation.
15. Notary enters date bond was witnessed. Must be the same as or later than signature date.
16. Affix notary Seal.
17. Notary affixes his/her signature.
18. Notary enters commission expiration date.

ACKNOWLEDGMENT BY SURETY

19. Enter name of State.
20. Enter name of County.
21. Enter name of Notary Public witnessing transactions.
22. Enter name of person having power of attorney to bind Surety Company.
23. Enter Title of person binding Surety Company.
24. Enter name of Insurance Company (Surety).
25. Notary enters date bond was witnessed. Must be the same as or later than signature date.
26. Affix Notary Seal.
27. Notary affixes his/her signature.
28. Notary enters commission expiration date.

POWER OF ATTORNEY INSTRUCTIONS

Power of attorney for surety must be attached showing that it was in full force and effect on signature date indicated on the face of the bond. A corporate seal must also be affixed to the Power of Attorney form.

- a. Name of attorney in fact must be listed.
- b. Power of Attorney may not exceed imposed limitations.
- c. Certificate date, the signature date of bond must be entered.
- d. Signature of authorizing official must be affixed. (Signature may be facsimile).
- e. **Seal must be affixed.**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and _____
(Surety name and complete address including ZIP Code)

_____ a corporation organized and existing under
the laws of the State of _____, with its principal office in the City of _____

as Surety, hereinafter called Surety, are held firmly bound unto _____
(Owner name, complete address including ZIP Code and legal title)

as Obligee, hereinafter called Owner, in the amount of _____

Dollars (_____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____
_____ entered into a contract with Owner for _____

in accordance with drawings and specifications prepared by _____

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, promptly and faithfully Perform and CONTRACT,
then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the CONTRACT, the Owner having performed Owner's obligations
thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the CONTRACT in accordance with its terms and conditions, and
2. Shall save the Owner harmless from any claims, judgments, or liens arising from the Surety's failure to either remedy the default or to
complete the CONTRACT in accordance with its terms and conditions in a timely manner.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors of
Owner.

Signed and sealed this * _____ day of _____ 20_____.

Principal Corporate Seal

(Contractor Name) (Seal)

BY: _____ (Seal)
(Must be President, Vice President, Owner, Partner, Manager, Member,
or other duly Authorized Agent)

(Title)

Surety Corporate Seal

(Surety)

BY: _____ (Seal)

NOTE: Please attach Power of Attorney.

NOTE: Applicable sections of attached acknowledgments must be
completed and returned as part of the bond.

APPROVED AG 07-15-2024

ACKNOWLEDGMENTS

Acknowledgment by Principal if individual or Partnership

1. STATE OF _____
2. County of _____ to-wit: _____
3. I, _____, a Notary Public in and for the
4. county and state aforesaid, do hereby certify that _____
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this _____ day of _____ 20 _____
6. Notary Seal
7. _____
(Notary Public)
8. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Principal if Corporation

9. STATE OF _____
10. County of _____ to-wit: _____
11. I, _____, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that _____
13. who as, _____ signed the foregoing writing for
14. a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
15. Given under my hand this _____ day of _____ 20 _____
16. Notary Seal
17. _____
(Notary Public)
18. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Surety

19. STATE OF _____
20. County of _____ to-wit: _____
21. I, _____, a Notary Public in and for the
22. county and state aforesaid, do hereby certify that _____
23. who as, _____ signed the foregoing writing for
24. _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
25. Given under my hand this _____ day of _____ 20 _____
26. Notary Seal
27. _____
(Notary Public)
28. My commission expires on the _____ day of _____ 20 _____

Sufficiency in Form and Manner of Execution Approved

This _____ day of _____ 20 _____.

Attorney General
By: _____
(Deputy Attorney General)

ACKNOWLEDGMENT PREPARATION INSTRUCTIONS

1. IF PRINCIPAL IS AN INDIVIDUAL OR PARTNERSHIP, HAVE NOTARY COMPLETE LINES (1) THROUGH (8).
2. IF PRINCIPAL IS A CORPORATION, HAVE NOTARY COMPLETE LINES (9) through (18).
3. SURETY MUST HAVE NOTARY COMPLETE LINES (19) through (28).
4. **Notaries must:**

ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

1. Enter name of State.
2. Enter name of County.
3. Enter name of Notary Public witnessing transactions.
4. Enter name of principal covered by bond if individual or partnership. (Must be Owner or General Partner of Sole Proprietorship or Partnership)
5. Notary enters date bond was witnessed. Must be the same as or later than signature date.
6. Affix Notary Seal.
7. Notary affixes his/her signature.
8. Notary enters commission expiration date.

ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

9. Enter name of State.
10. Enter name of County.
11. Enter name of Notary Public witnessing transactions.
12. Enter name of Corporate Officer signing bond.
13. Enter Title of Corporate Officer signing bond. (Must be President or Vice President of Corporation; Manager or Managing Member of Limited Liability Company)
14. Enter name of Company or Corporation.
15. Notary enters date bond was witnessed. Must be the same as or later than signature date.
16. Affix notary Seal.
17. Notary affixes his/her signature.
18. Notary enters commission expiration date.

ACKNOWLEDGMENT BY SURETY

19. Enter name of State.
20. Enter name of County.
21. Enter name of Notary Public witnessing transactions.
22. Enter name of person having power of attorney to bind Surety Company.
23. Enter Title of person binding Surety Company.
24. Enter name of Insurance Company (Surety).
25. Notary enters date bond was witnessed. Must be the same as or later than signature date.
26. Affix Notary Seal.
27. Notary affixes his/her signature.
28. Notary enters commission expiration date.

POWER OF ATTORNEY INSTRUCTIONS

Power of attorney for surety must be attached showing that it was in full force and effect on signature date indicated on the face of the bond. A corporate seal must also be affixed to the Power of Attorney form.

- a. Name of attorney in fact must be listed.
- b. Power of Attorney may not exceed imposed limitations.
- c. Certificate date, the signature date of bond must be entered.
- d. Signature of authorizing official must be affixed. (Signature may be facsimile).
- e. **Seal must be affixed.**



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

I, _____, after being first duly sworn, depose and state as follows:

1. I am an employee of _____; and,
(Company Name)
2. I do hereby attest that _____
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code** §21-1D.

The above statements are sworn to under the penalty of perjury.

Printed Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

Taken, subscribed and sworn to before me this _____ day of _____, _____.

By Commission expires _____

(Seal)

(Notary Public)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Contracting business entity: _____

Address: _____

Contracting business entity's authorized agent: _____

Address: _____

Number or title of contract: _____

Type or description of contract: _____

Governmental agency awarding contract: _____

Names of each Interested Party to the contract known or reasonably anticipated by the contracting business entity (*attach additional pages if necessary*):

Signature: _____ Date Signed: _____

☐ Check here if this is a Supplemental Disclosure.

Verification

State of _____, County of _____:

I, _____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledges that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this _____ day of _____, _____.

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



FINANCE DIVISION

City of Huntington
Finance Division
P.O. Box 1659 | Huntington, WV 25717
(304) 696-5540, option 4
finance@huntingtonwv.gov

Contractor and Subcontractor Requirements

- 1) All General Contractors and Subcontractors will need to obtain a Huntington General Business License before conducting business in the city limits.
 - a. The Business License is \$20.00 per fiscal year (July 1 to June 30).
 - b. Forms can be found on the City of Huntington website at www.cityofhuntington.com.
- 2) You will need to provide the following documentation when applying for a business license:
 - a. A copy of your West Virginia Contractor's License from WV Division of Labor (if applicable).
 - i. Website: www.wvlabor.com
 - b. A copy of your Certificate of Liability Insurance.
 - i. Provide documentation showing the General Liability is at least \$300,000/\$600,000.
 - ii. The City needs to be listed as the Certificate Holder. Please include our mailing address: P.O. Box 1659 Huntington, WV 25717.
 - c. A copy of your WV Business Registration Certificate from the WV State Tax Department.
- 3) A copy of the official contract between the General Contractor and the person initiating the project must be provided with your building permit application.
- 4) General Contractors will need to provide a list of Subcontractors with their contact information when applying for a permit.
 - a. General Contractors are liable for Business and Occupation Taxes that have not been filed by their Subcontractors.
- 5) All Contractors will need to file a Business and Occupation (B & O) Tax Return.
 - a. Business and Occupation Tax is 2% of the gross receipts on labor and materials.
 - b. You will need to list your Project Name, Location, and Gross Income on the back of the return (Schedule C).
 - i. Completing the form will ensure the General Contractor will receive the B&O Tax Releases in a timely fashion.
 - ii. Make sure to indicate on the form if there is no reportable activity during the filing period and return by the due date to avoid unnecessary delinquent notices.
- 6) City Service Fee (CSF) will need to be withheld from employees' paychecks.
 - a. The fee is \$5.00 per week for every week worked inside city limits.
 - b. CSF is required to be collected for each employee for every week that the employee has worked inside city limits regardless of the amount of time worked each week.
- 7) General Contractors must submit a Request for Release for each Subcontractor once the project has been completed.

For additional information please contact:

City of Huntington:

Business and Licensing: (304) 696-5540 opt 4
Inspections and Permits: (304) 696-5540 opt 2
Zoning: (304) 696-5540 opt 3

State Agencies:

WV State Tax Department: 800-982-8297
WV Division of Labor: (304) 558-7890

Permitting Contract Policy

Date of Policy / Procedure Update: January 2, 2016

This Policy will ensure accurate and up-to-date information is being collected on projects throughout the city.

Definitions:

Contractor: a person who in any capacity for compensation, other than as an employee of another, undertakes, offers to undertake, purports to have the capacity to undertake or submits a bid to construct, alter, repair, add to, subtract from, improve, move, wreck or demolish any building, highway, road, railroad, structure or excavation associated with a project, development or improvement, or to do any part thereof, including the erection of scaffolding or other structures or works in connection therewith, where the cost of the undertaking is two thousand five hundred dollars or more.

Subcontractor: a person who performs a portion of a project undertaken by a principal or general contractor or another subcontractor.

General Building Contractor: a person whose principal business is in connection with any structures built, being build or to be built for the support, shelter and enclosure of persons, animals, chattels or movable property of any kind, requiring in the construction the use of more than two contractor classifications, or a person who supervises the whole or any part of such construction.

Policy:

Effective January 2nd 2016 there will be new criteria needed for persons applying for building permits. A copy of the official contract between the General Contractor and the person initiating the project must be provided to the permitting office.

The official contract(s) between the General Contractor and the subcontractors working on the project also need to be provided. These contracts should include the total amount (including labor and materials as applicable) each individual subcontractor and General Contractor will receive for the completion of the project. The contract(s) should also contain the name, phone number, and mailing address of the subcontractor or General Contractor.

If a copies of the contracts cannot be provided at the time the permit is being issued, the permitting office may accept a copy of the "Notice to Proceed" form. These forms should reflect the information provided in the official contract and should be provided for every contractor and subcontractor. If the contractor does not have a "Notice to Proceed" form a copy can be provided to them by the permitting office. If the contractor decides to use the "Notice to Proceed" form, the permitting office will need copies of the official contracts before Building Final will be issued.

These rules also apply to any subcontractor who in turn has their own subcontractors working on the same project. They too must supply copies of all official contracts between them, acting as a General Contractor, and their subcontractors.

This policy can be waived under the discretion of the Supervisor of Inspections & Permits Division

* Definitions can be found in West Virginia Code, Chapter Twenty-One, Article Eleven, West Virginia Contractor Licensing Act



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Subcontractor List

Instructions: Please complete and submit the subcontractor list with the building permit application. *For projects 5,000 square feet or greater submit a copy of the Subcontractor List to the Stormwater Director Sherry Wilkins at sherry.wilkins@huntingtonswu.com.*

Please Note: Verification of subcontractors, business name, address, phone number, and contracts must be submitted prior to receiving a permit or final inspection. Any subcontractor not on the list is subject to a STOP ORDER and/or fine of up to \$500 (Codified ordinances of the City of Huntington 752.08, 752.10, and 752.99).

General Contractor: _____ Site Location: _____
Phone Number: _____ Improvement Sq. Ft.: _____
Email: _____ Total Job Cost: _____
Project Name: _____ Permit #: (office use only) _____

Trade	Business name:	Address:	Phone:	WV Contractor Number:	City of Huntington License Number:	Amount of contract:
Alarm/Security						\$
Cabinetry/Doors						\$
Concrete/Driveway						\$
Drywall						\$
Electric						\$
Flooring Tile/Carpet						\$
Foundation/Footer						\$
Framing						\$



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Trade	Business Name:	Address:	Phone:	WV Contractor Number:	City of Huntington License Number:	Amount of contract:
Glass Storefront						\$
HVAC						\$
Landscaping						\$
Masonry/ block/brick						\$
Painting/ Stucco						\$
Paving						\$
Plumbing						\$
Roofing						\$
Siding						\$
Signage						\$
Site						\$
Sprinkler system						\$
Stormwater Facilities						\$
Windows						\$

Request for Release

Business and Occupation (Gross Sales) Tax

Instructions: Please send Request for Release(s) to the City of Huntington Finance Division before final payment has been made to the subcontractor(s). If Business and Occupation Taxes have been paid by the subcontractor to the City of Huntington a signed copy of the Request for Release will be sent back to the General Contractor indicating the requested subcontractor can be paid their final payment.

Date:

Project Info

Name:

Address:

Owner (who is this being built for):

Project Start Date:

Project End Date (expected): Brief

Project Description:

General Contractor Info

Name:

Address:

Phone #:

WV State Contractor Lic Number:

Request Release for

Name of Subcontractor:

WV State Contractor Lic Number:

Federal Tax ID:

Address:

Work Start Date:

Work Finish Date(expected):

Amount of Contract:

Amount Paid:

Amount Due:

Submission Instructions for Suppliers

R2502316 Marshall University Renovation and Upgrades to Corbly Hall - EOI

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement
Proposal	File Type: PDF (.pdf)	Multiple	Required

Requested Documents:

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

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

2. Upload your submission at:

<https://marshall.bonfirehub.com/opportunities/188066>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Jun 23, 2025 12:00 AM EDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

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

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

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

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

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