

10/8/2021

Elaine Turner
Marshall University
One John Marshall Drive
Huntington, WV 25755

Dear Elaine,

Thank you for the opportunity to provide you with this proposal to replace the existing Parking Access and Revenue Control System (PARCS) hardware at the 6th Avenue garage. I have prepared this proposal based on the RFP documents provided. Please review in detail to make sure that I am accurate in meeting your needs.

SITE ADDRESS & JOB DESCRIPTION:

1650 6th Avenue
Huntington, WV 25703

JOB NAME: T.I.B.A. Parking Access and Revenue Control System
QUOTE #: QU3010557-RFP w/Credit Card Processing

SCOPE OF WORK & MODE OF OPERATION:

6 th Avenue Plaza Transient/Monthly Entrance Lane			
A. Removal			
<ul style="list-style-type: none"> Existing Ticket Dispenser and Barrier Gate 			
B. Installation			
<u>Qty.</u>	<u>Description</u>	<u>Unit</u>	<u>Total</u>
1	MP-60 Ticket Dispenser w/voice annunciator, VoIP SIP ready intercom module, QR barcode scanner, Bluetooth reader (monthly charges apply), and standard graphic panel	\$12,565.00	\$12,565.00
(1)	Additional Ticket Dispenser 5% Discount – Expires 1/31/2022	(\$1,105.00)	(\$1,105.00)
1	Pedestal, 42", Low Profile, White w/7" x 7" housing	\$375.00	\$375.00
1	Magnetic Automation Parking Pro-MT barrier gate w/communication controller and 10'ADA folding aluminum gate arm	\$4,005.00	\$4,005.00
<ul style="list-style-type: none"> Monthly parkers will enter by presenting a valid credential to the Marshall University supplied Transact Card Reader, while transient parkers will pay hourly by pulling a barcode spitter ticket. Existing FULL sign to be re-used. Existing saw-cut vehicle detection loops to be re-used. Overhead doors will not be interfaced with the new T.I.B.A. system. 			

6 th Avenue Plaza Transient/Monthly Exit Lane			
A. Removal			
<ul style="list-style-type: none"> Existing Cashier Terminal and Barrier Gate 			
B. Installation			
<u>Qty.</u>	<u>Description</u>	<u>Unit</u>	<u>Total</u>
1	CT-60 Parking POS Terminal with a Payment Express Chip & Pin credit card reader, barcode scanner, cash drawer and remote desktop fee display.	\$9,470.00	\$9,470.00
(1)	Additional CT-60 Parking POS Terminal 5% Discount – Expires 1/31/2022	(\$700.00)	(\$700.00)
1	Magnetic Automation Parking Pro-MT barrier gate w/communication controller and 10'ADA folding aluminum gate arm	\$4,005.00	\$4,005.00
1	Detector, plug-in	\$165.00	\$165.00
<ul style="list-style-type: none"> Monthly parkers will exit by presenting a valid credential to the Marshall University supplied Transact Card Reader while transient parkers will exit by paying any parking fees due to an associate manned CT-60 cashier terminal. Existing saw-cut vehicle detection loops to be re-used. Overhead doors will not be interfaced with the new T.I.B.A. system. 			
Alley Plaza Transient/Monthly Entrance Lane			
A. Removal			
<ul style="list-style-type: none"> Existing Ticket Dispenser and Barrier Gate 			
B. Installation			
<u>Qty.</u>	<u>Description</u>	<u>Unit</u>	<u>Total</u>
1	MP-60 Ticket Dispenser w/voice annunciator, VoIP SIP ready intercom module, QR barcode scanner, Bluetooth reader (monthly charges apply), and standard graphic panel	\$12,565.00	\$12,565.00
(1)	Additional Ticket Dispenser 5% Discount – Expires 1/31/2022	(\$1,105.00)	(\$1,105.00)
1	Pedestal, 42", Low Profile, White w/7" x 7" housing	\$375.00	\$375.00
1	Magnetic Automation Parking Pro-MT barrier gate w/communication controller and 10'ADA folding aluminum gate arm	\$4,005.00	\$4,005.00
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Alley Plaza Transient/Monthly Exit Lane			
A. Removal			

<ul style="list-style-type: none"> Existing Cashier Terminal and Barrier Gate 			
B. Installation			
<u>Qty.</u>	<u>Description</u>	<u>Unit</u>	<u>Total</u>
1	CT-60 Parking POS Terminal with a Payment Express Chip & Pin credit card reader, barcode scanner, cash drawer and remote desktop fee display.	\$9,470.00	\$9,470.00
(1)	Additional CT-60 Parking POS Terminal 5% Discount – Expires 1/31/2022	(\$700.00)	(\$700.00)
1	Magnetic Automation Parking Pro-MT barrier gate w/communication controller and 10'ADA folding aluminum gate arm	\$4,005.00	\$4,005.00
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Office/IT			
A. Removal			
<ul style="list-style-type: none"> Existing PARCS server 			
B. Installation			
<u>Qty.</u>	<u>Description</u>	<u>Unit</u>	<u>Total</u>
1	SmartPark Facility Management software license, single facility	\$9,860.00	\$9,860.00
1	Desktop server, SmartPark software	\$1,165.00	\$1,165.00
1	EMV-Connect credit card processing software, Payment Express, single facility	\$3,655.00	\$3,655.00
1	Credit card gateway site setup fee, Payment Express	\$1,850.00	\$1,850.00
1	IT Hardware	\$855.00	\$855.00
1	MC-60 Facility Controller	\$3,480.00	\$3,480.00
8	Barcode ticket rolls, MP-60	\$50.00	\$400.00
160	Receipt rolls, CT-60 POS Terminal	\$3.00	\$480.00
1	Ream, Validation Stickers	\$75.00	\$75.00
<ul style="list-style-type: none"> TIBA's "SmartPark" software includes a merchant validation feature. This is achieved by printing validations on standard sticker/labels on a color laser printer. These sheets of barcodes would be distributed to each merchant or department. The merchant or department would apply the sticker to the parker's entry ticket. The newly quoted TIBA exit devices will process the validation according to your programming preference. Existing server rack to be re-used Blackboard integration excluded 			

Installation			
<u>Qty.</u>	<u>Description</u>	<u>Unit</u>	<u>Total</u>
1	Installation Labor, One Year Semi-Annual Preventative Maintenance and Warranty	\$17,855.00	\$17,855.00
1	Construction hardware	\$890.00	\$890.00
1	Freight	\$1,380.00	\$1,380.00

INCLUSIONS:

- Procure all equipment. Store equipment and deliver to site on installation dates.
- Mount all equipment provided in this proposal according to manufacturer's specifications.
- Install control wiring between gate operators, revenue devices and MC-60 Facility Controller.
- Terminate all SCS provided wiring.
- Set up server and/or workstation; install and configure all provided software.
- Complete thorough system test.
- Program the system with customer assistance to assure programming is done to expectation.
- Customer training on basic system use and maintenance at SCS Columbus office is included
- Provide all equipment manuals.

EXCLUSIONS:

- Customer is responsible to provide all required permits (if applicable).
- Customer responsible for electric hook-up/disconnect.
- Provide 120 VAC outlets and all 120 VAC circuits, conduit & wiring required for the system.
- Excavate, form and pour concrete foundations for gate operators, revenue devices and all other pedestals.
- Patching of traffic coating by others
- All existing vehicle detection loops will be reused. If any loops are found to be in poor condition or inoperable customer will be notified.
- No engineering calculations or architectural drawings included in this quotation.
- Customer must submit credit card clearing house VARS sheet at time of order. Failure to do so may delay delivery date.
- Initial supply of printer report paper, etc. not included in this quote.
- Provide assistance to SCS to aide in the programming of the system.
- Provide network connections/jack for all Ethernet/IP solutions including to system servers. Also, all network cable provided and installed by others must be labeled by lane and/or location and be terminated by others. Termination required is a T568B type for Cat6.

ADDITIONAL PROJECT NOTES:

- Proposal assumes all electrical circuits still present and in good operating condition
- Proposal assumes re-use of existing conduit pathways
- Proposal does not include any billing & invoicing module
- Proposal does not include intercoms at pedestrian doors
- If applicable, SCS requires a reader and keycard to test with TIBA’s PARC system prior to system installation. If these items are found to not be compatible, new keycards and readers will be required to be purchased.

SERVICE AND MAINTENANCE SOLUTION:

Signature Control Systems offers a warranty of one year parts & labor. Please see our warranty statement for warranty details.

SCS will fulfill all warranty obligations with our experienced and knowledgeable service staff. Should there ever be a warranty issue, please call 877-914-2837 to place a service call. Warranty requests can also be requested at our website: www.signaturecontrols.com. SCS believes that preventative maintenance is critical to the long term success of equipment. During your warranty period, quarterly preventative maintenance is included.

SERVICE AND MAINTENANCE SOLUTION:

Signature Control Systems offers a warranty of one year parts & labor. Please see our warranty statement for warranty details.

SCS will fulfill all warranty obligations with our experienced and knowledgeable service staff. Should there ever be a warranty issue, please call 877-914-2837 to place a service call. Warranty requests can also be requested at our website: www.signaturecontrols.com. SCS believes that preventative maintenance is critical to the long term success of equipment. During your warranty period, Semi-annual preventative maintenance is included.

PLEASE CHECK & INITIAL INVESTMENT SELECTIONS:

BASE PROPOSAL PRICE:

☐ _____ **BASE PACKAGE**

Project Total (Pre-Tax)	\$99,340.00*
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**Sales Tax is not included in the proposal total and will be added to the invoice at the time of billing if applicable.*

□ _____ **OPTION 1: TIBA SmartPark Facility Management Cloud Software**

In place of the on premise server with software priced in the base proposal, SCS will provide a Cloud based solution.

Office/IT			
A. Removal			
<ul style="list-style-type: none"> Existing PARCS server 			
B. Installation			
<u>Qty.</u>	<u>Description</u>	<u>Unit</u>	<u>Total</u>
(1)	SmartPark Facility Management software license, single facility	(\$9,860.00)	(\$9,860.00)
(1)	Desktop server, SmartPark software	(\$1,165.00)	(\$1,165.00)
(1)	EMV-Connect credit card processing software, Payment Express, single facility	(\$3,655.00)	(\$3,655.00)
(1)	IT Hardware	(\$25.00)	(\$25.00)
(1)	MC-60 Facility Controller (Included with the SmartPark Cloud Software purchase)	(\$3,480.00)	(\$3,480.00)
Installation			
<u>Qty.</u>	<u>Description</u>	<u>Unit</u>	<u>Total</u>
(1)	Installation Labor, Two Year Quarterly Preventative Maintenance and Warranty	(\$2,455.00)	(\$2,455.00)

Project Total (Pre-Tax)	(\$20,640.00)*
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**Sales Tax is not included in the proposal total and will be added to the invoice at the time of billing if applicable.*

***The below SmartPark Cloud subscription pricing is required to be paid in addition the project total.**

TIBA Cloud-Based Server Solution – Powered by Amazon Web Services (AWS) – Pricing:

TIBA's Cloud-Based Server Solution – powered by AWS – offers the most storage services, data-transfer methods, and networking options to build solutions that protect our customer's data with unmatched durability and security. Please see below five (5) year investment options:

Cloud Pricing - 5 Year Investment										
		5 Yr Plan - Paid Quarterly, In Advance (Pre-Tax)			5 Yr. Plan - Paid Annually, In Advance (Pre-Tax)			5 Yr Plan - Total Paid In Advance (Pre-Tax)		
Item		Per Month	Months	Total	Per Month	Months	Total	Per Month	Months	Total
Smartpark Cloud, Single Facility License, 2 Edge Devices, 5 Management platform users		\$350.00	60	\$21,000.00	\$330.00	60	\$19,800.00	\$300.00	60	\$18,000.00
SmartPark Cloud, Single Facility License, Additional 1 Edge Device	2	\$44.00	60	\$5,280.00	\$42.00	60	\$5,040.00	\$38.00	60	\$4,560.00
EMV Credit Card Processing Software w/out Server, First 5 Payment Devices		\$0.00	60	\$0.00	\$0.00	60	\$0.00	\$0.00	60	\$0.00
Total - 5 Year Investment				\$26,280.00			\$24,840.00			\$22,560.00
		Acceptance			Acceptance			Acceptance		

The below VoIP Intercom Cloud subscription pricing is required to be prepaid in addition to the base project total.

VoIP Intercom TIBA Device Annual Pricing				
Item		1 Yr Plan -Paid Up Front		
		Per Month	Months	Total
Lane or Payment station VOIP Cloud Communication service for SIP intercom - Per Device	2	\$10.00	12	\$240.00
Total - 1 Year Investment				\$240.00
Acceptance				

VoIP Intercom Optional Pricing (Paid Up Front)

VoIP Intercom Call Rollover Annual Pricing				
Item		1 Yr Plan -Paid Up Front		
		Per Month	Months	Total
Site Add-On extension for call rollover to Landline/Mobile phone with National Unlimited calling minutes - Per Device	2	\$20.00	12	\$480.00
Total - 1 Year Investment				\$480.00
Acceptance				

VoIP Intercom Master Station Annual Pricing				
		1 Yr Plan -Paid Up Front		
Item		Per Month	Months	Total
Master station VOIP Communication service for SIP intercom Desk phone or Softphone, including Dual ringing with Mobile app. PER MASTER STATION	1	\$15.00	12	\$180.00
Total - 1 Year Investment				\$180.00
		Acceptance		

***Master Station Excluded**

EXTENDED SERVICE PRICES:

☐ _____ Extended Semi-Annual Preventative Maintenance

	Year 1	Year 2	Year 3	Year 4	Year 5
Extended Semi-Annual Preventative Maintenance (Pre-Tax)	Included with warranty <input checked="" type="checkbox"/> No billing will occur	\$800.00 <input type="checkbox"/>	\$840.00 <input type="checkbox"/>	\$885.00 <input type="checkbox"/>	\$930.00 <input type="checkbox"/>

Billing Selection: ☐ Billed with Job ☐ Billed Annually ☐ Billed Quarterly

☐ _____ Full Service Contract (Must also purchase Extended PM if this service is selected. Excludes service labor.)

	Year 1	Year 2	Year 3	Year 4	Year 5
Full Hardware and Software Service Contract (Pre-Tax)	Included with warranty <input checked="" type="checkbox"/> No billing will occur	\$2,160.00 <input type="checkbox"/>	\$4,775.00 <input type="checkbox"/>	\$5,020.00 <input type="checkbox"/>	\$5,275.00 <input type="checkbox"/>

Billing Selection: ☐ Billed with Job ☐ Billed Annually ☐ Billed Quarterly

NOTES & TERMS:

Proposal contingent upon acceptance of Terms and Conditions of Sale included in this proposal and credit approval.

- *All information contained in this proposal is confidential in nature and is intended for the explicit use of the intended recipient listed above. Recipient may not disclose the proposal or its material terms except for disclosures required by law. Acceptance of this proposal is contingent on the recipient maintaining strict confidentiality and any failure to maintain that confidentiality will release Signature from any obligations it may otherwise have.*
- *All proposed labor is at non-prevailing wage.*
- *Any variation to this proposal may be provided at an additional cost and must be documented in writing.*
- *Additional trips and/or site work required due to owner or third party delays outside of the control of Signature Control Systems will be invoiced in addition to the original contract amount on a time and material basis.*
- *All work to be performed Monday to Friday, 8:00 AM to 5:00 PM.*
- *No performance bond, payment bond or permits are included in this proposal.*
- *This proposal is valid for 30 days.*
- *A 20% restocking fee will apply to any material that is cancelled after receipt of signed proposal*
- *Payment Terms:*

50% Deposit (Base + Options Selection) Upon Proposal Acceptance
40% Payment (Base + Options Selection) Due Upon Receipt at SCS Warehouse
Balance Upon Project Completion

Thank you for the opportunity to submit this proposal. If you have any questions, please call me on my mobile number at 614-307-2946. If you would like to proceed with this proposal please submit a purchase order or sign the acknowledgment line at the bottom of this document.

Sincerely,

Suzanne Greenway: Columbus, Cincinnati, West Virginia Territory Manager
sgreenway@signaturecontrols.com
SG: 614-307-2946

Acknowledgment & Proposal Acceptance

Printed Name & Title

Authorized Signature

Date

Upon acceptance of this proposal, please fill out the following information.

Please provide contacts for the project. Our project management team will work with them on the timeline and completion of the project.

PROJECT CONTACTS	
	Primary Contact Secondary Contact Tertiary Contact
Project Contact Name	
Project Role	
Email	
Office Phone	
Mobile Phone	

Please provide the billing contact for the project.

BILLING INFORMATION	
	Primary Contact
Billing Contact Name	
Project Role	
Email	
Office Phone	
Fax Number	

REQUESTED COMPLETION/DELIVERY DATE:*
KEY DEADLINES/SPECIAL INSTRUCTIONS:*
<i>*Please note the requested dates and deadlines are not guaranteed by SCS. SCS will deliver and install equipment based on deposit receipt, equipment delivery, and availability of installation manpower.</i>

FOR SCS OFFICE USE ONLY:

Authorization & Final Acceptance of Proposal:

50% Deposit (Base + Options Selection) Upon Proposal Acceptance	\$
40% Payment (Base + Options Selection) Due Upon Receipt at SCS Warehouse	\$
Balance Upon Project Completion	\$
Total	\$

<div style="border-bottom: 1px solid black; margin-bottom: 10px; height: 20px;"></div> Inside Sales Manager Signature	<div style="border-bottom: 1px solid black; margin-bottom: 10px; height: 20px;"></div> Date	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">AR #</td><td style="width: 50px;"></td></tr> <tr><td style="padding: 2px;">SM#</td><td></td></tr> <tr><td style="padding: 2px;">PW</td><td style="text-align: center;">Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr> <tr><td style="padding: 2px;">AIA</td><td style="text-align: center;">Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr> <tr><td style="padding: 2px;">Taxable</td><td style="text-align: center;">Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr> </table>	AR #		SM#		PW	Yes <input type="checkbox"/> No <input type="checkbox"/>	AIA	Yes <input type="checkbox"/> No <input type="checkbox"/>	Taxable	Yes <input type="checkbox"/> No <input type="checkbox"/>
AR #												
SM#												
PW	Yes <input type="checkbox"/> No <input type="checkbox"/>											
AIA	Yes <input type="checkbox"/> No <input type="checkbox"/>											
Taxable	Yes <input type="checkbox"/> No <input type="checkbox"/>											
<div style="border-bottom: 1px solid black; margin-bottom: 10px; height: 20px;"></div> VP of Sales	<div style="border-bottom: 1px solid black; margin-bottom: 10px; height: 20px;"></div> Date											

TERMS & CONDITIONS OF SALE

1. TERMS EXCLUSIVE. This document, comprised of the terms and conditions of sale set forth below and those (if any) on Seller's attached proposal (the "Proposal", and, collectively, with these Terms and Conditions, the "Agreement"), constitutes the complete and final agreement by which Signature Control Systems LLC, an Ohio limited liability company ("Seller") offers to sell, and Buyer agrees to purchase, the vehicle access control equipment, supplies and related components (collectively, "Equipment"), and installation services and related services (collectively "Services", and together with the Equipment, the "Goods"), described in this Agreement and in the Proposal. It may not be added to, modified or superseded by act of any agent, employee or representative of Seller, except in a writing signed by an officer of Seller, even though other terms may appear on Buyer's purchase order, request for submittal, quotation, or other Buyer documents (all of which are objected to and rejected by Seller without further notice). This Agreement is expressly conditioned upon Buyer's consent to any terms contained herein that are additional to or different from those contained in Buyer's documents. Buyer's acceptance of

Seller's performance shall constitute Buyer's acceptance of the terms in this Agreement. In the event of a conflict between the terms set forth herein and those contained in the Proposal, the latter will control.

2. ADDITIONAL SERVICES. In the event that Buyer retains Seller to provide Services related to the installation, programming, adjustment or start-up of the Equipment as set forth in the Proposal, Seller (and its installers), is authorized to render only those Services specifically provided for in writing under the Proposal and this Agreement. Any request by Buyer that Seller's personnel engage in any activities or services beyond those specifically required by the Proposal or this Agreement shall constitute an authorization by Buyer for such activity and Buyer's agreement to pay for the same at the rates provided by Seller. In addition, Buyer specifically assumes the risk for all such additional activities and services and shall indemnify, and hold harmless Seller, its officers, directors, employees, agents, and representatives from and against any loss, damage, claim or liability arising out of or in any way related to such additional activities and services, except for any such damage, claim, loss or liability resulting solely and directly from the intentional wrongful act or gross negligence of Seller.

3. PRICES; QUOTE; DELIVERY. Unless otherwise specifically stated in the Proposal, prices quoted by Seller are F.O.B. shipping point and exclude applicable taxes, tariffs, duties, impositions, demurrage, shipping costs, insurance and other charges as may be required for the sale of Goods. All shipping and transportation costs for the Equipment shall be at Buyer's expense. Seller's pricing as contained in the Proposal shall be effective for a period of thirty (30) days from the date of such Proposal. Any Buyer order received after such thirty (30) day period shall be subject to change in pricing and other terms. If at any time delivery of Equipment is deferred or delayed at Buyer's request, Buyer will nevertheless be invoiced as of the date that such Equipment is ready for delivery, and payment shall be due as set forth in Section 4 of this Agreement. If, as a result of such deferred or delayed delivery, it is necessary for Seller to store the Equipment for Buyer, such storage shall be at Buyer's own risk and expense, and Buyer shall pay Seller an agreed upon storage fee.

4. PAYMENT AND SECURITY INTEREST. Unless otherwise specifically stated in the Proposal, all payments due under this Agreement shall be made in cash, and shall be due and payable not later than the thirtieth (30th) day after the date of invoice. Credit as to all new Buyers shall be at Seller's discretion. Any payment received by Seller after the due date may be subject to a carrying charge of one and one-half percent (1.5%) per month on the unpaid balance. Seller reserves the right to require a deposit prior to delivery of the Goods in its discretion. Buyer shall have no right to offset any amounts against obligations owed to Seller. Buyer specifically grants to Seller a security interest in the Goods to secure Buyer's payment to Seller for the same, and authorizes Seller to execute for Buyer and to file a financing statement with respect to the Goods in order to perfect such security interest. Buyer agrees to cooperate with Seller as requested in order for Seller to perfect its security interest. Any bank receiving Buyer's payments to Seller shall do so solely as a clearing agency without authority to determine whether such payments constitute payment in full. Any payments marked to indicate payment in full will be deposited by the bank with full reservation of Seller's rights notwithstanding such markings, and such deposit shall not indicate an acceptance by Seller of such payment as payment in full, unless explicitly specified by Seller in writing. Notwithstanding the foregoing, if at any time Seller, in its sole and absolute discretion, determines that Buyer's credit worthiness or financial position has for

any reason become financially impaired, unsatisfactory or insecure, Seller shall have the right to: (a) declare all Buyer obligations to Seller immediately due and payable; (b) refuse to accept any order of Goods from Buyer, make any shipment or delivery, or perform any work, except upon receipt of payment or upon terms satisfactory to Seller; or (c) both (a) and (b).

5. TAXES. Unless otherwise specifically stated in the Proposal, all applicable federal, state or local sales, use or excise taxes shall be in addition to the prices stated in the Proposal and are the sole responsibility of Buyer. Seller shall have the right to invoice separately any such taxes which may be imposed at a later time. Applicable tax exemption certificates must accompany orders to which such exemptions are to apply.

6. PERFORMANCE; FORCE MAJEURE. Stated shipping dates, dates of delivery and dates for performing labor, if any, are approximate, and are not a guarantee of any particular date of shipment, delivery, or performance. Seller shall not be liable for any damages suffered by Buyer or any retail, wholesale or other contractor or customer of Buyer, by reason of any delay in shipment, delivery or performance of labor by Seller, if such delay in performance is due to causes beyond Seller's control, including, but not limited to, acts of God, war, acts of government (whether state local or federal), fire, flood, adverse weather condition, natural disaster, labor dispute, delay in transportation or otherwise. In the event of such delay, Seller may, at its option, and without liability to Buyer, cancel this Agreement or delay performance hereunder for any period necessary due to any such cause. Should Seller delay performance as provided herein, this Agreement shall remain in force and effect during the period of such delay. Seller shall have the right, in its sole discretion, to allocate its available goods, services, and other resources among any or all of its customers, upon any such basis as Seller may determine, without liability to Buyer. IN THE EVENT OF A DELAY OR FAILURES OF PERFORMANCE NOT EXCUSED UNDER THE FOREGOING, SELLER'S LIABILITY SHALL NOT EXCEED THAT PORTION OF THE INVOICE PRICE REPRESENTED BY THE QUANTITY OF GOODS DELAYED OR NOT SHIPPED.

7. CANCELLATION. Seller shall have the absolute right to immediately cancel this Agreement upon breach by Buyer of any of its obligations to Seller, upon Buyer's failure to make any payment required by this Agreement when due, or upon the insolvency or bankruptcy of Buyer. Seller's right to cancel or terminate may be exercised by Seller without liability to Buyer. Should Buyer cancel an order placed with Seller pursuant to this Agreement, Buyer must provide written notice of cancellation to Seller and shall be responsible for payment of the following: (a) all Services performed by Seller up to and including the date of termination; (b) all costs incurred by Seller in the shipment (resulting from the cancellation), disassembly, reassembly, testing, and performance of the Equipment, including labor in completing the same at Seller's prevailing standard rates; and (c) if Buyer's cancelled order included Equipment that Seller would have to purchase from a third party provider, all penalties, charges and costs incurred by Seller (up to and including the total purchase price paid by Seller to the third party provider for such Equipment) related to Seller's cancellation of such purchase with the third party provider.

8. BREACH. If Buyer wrongfully rejects the Goods or wrongfully repudiates all or any part of this Agreement, fails to timely pay for such Goods or otherwise breaches any provision of this Agreement, then with respect to any Goods affected and, if the breach is of the whole Agreement, then also with

respect to the whole of the undelivered balance of Goods, Seller may withhold delivery of such Goods, remove installed or delivered Goods not yet paid for, and recover damages from Buyer for such rejection, repudiation, or breach, including, but not limited to, reasonable attorney fees and costs.

9. LIMITED WARRANTY; LIMITATION OF LIABILITY. The Goods provided hereunder shall be subject to the terms of Seller's standard limited warranty at the time of sale (the "Warranty"), a copy of which shall be provided to Buyer. Except as set forth in such Warranty, Seller makes no other warranties concerning the Goods whatsoever. For any and all causes of action whatsoever arising out of or related to this Agreement or to any Equipment or Services provided hereunder, whether for breach of contract, at law or in equity, Seller shall not be liable for any special, incidental, consequential or punitive damages, and its liability shall not exceed the paid purchase price of the Goods. With respect to any such Goods, the applicable warranty period shall begin on the date that the last piece of Equipment that is the subject of Buyer's order has first been put into commercial use (i.e. - the date that it first generates revenue for Buyer or the end user).

10. INDEMNIFICATION. Buyer agrees to indemnify, defend (at its sole expense) and hold harmless Seller, its past, present, and future directors, officers, employees, agents, members, owners, affiliates, subsidiaries, parent companies, representatives, insurers, successors and assigns, and anyone acting on its or their behalf from and against any and all third party charges, claims, demands, causes of action, suits, and/or liability (including reasonable attorney fees and expenses) of whatever nature (collectively, the "Claims") involving or related in any way to the installation (if not performed by Seller), maintenance (if not performed by Seller), operation, and/or use of the Equipment, including, but not limited to, any personal injury, property damage, destruction, or other loss; provided, however, that such obligation shall not apply to any Claims resulting solely and directly from the intentional wrongful act or gross negligence of Seller. Buyer shall not have the right to settle any Claim without the prior written consent of an authorized representative of Seller.

11. QUOTATION NOT A BINDING OFFER. The quotation set forth in the Proposal does not constitute a binding offer but is an invitation to place an order with the terms and conditions stated therein and herein. All orders received by Seller shall not be binding until accepted in writing by an authorized officer of Seller.

12. LIMITATION ON ACTIONS. Any claim, suit, or cause of action against Seller arising out of or related to this Agreement or to any Equipment or Services provided hereunder must be commenced within one (1) year of the date that such claim, suit or cause of action has accrued.

13. MISCELLANEOUS. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Buyer hereby submits to the sole and exclusive jurisdiction and venue of state and Federal courts in Ohio with regard to any litigation resulting hereunder. If any term of this Agreement is deemed invalid, illegal or unenforceable, the remaining terms shall in no way be affected or impaired thereby. No right, interest or obligation herein may be assigned by Buyer without Seller's consent. Seller's rights and remedies herein are cumulative and additional to any others provided in law or equity. Waiver of any default under this Agreement by either party shall be limited to particular

instance and shall not be deemed to waive past or future defaults of the same or other terms, conditions or covenants. Any notice or other communication required or permitted hereunder shall be sufficiently given if sent in writing by registered or certified mail, postage prepaid, to the other party hereto at its respective address set forth on the attached proposal document. Any such notice, if so mailed, shall be deemed to have been received upon the third business day following such mailing. Each party hereto may change its address for notice purposes only by giving written notice to the other party. This Agreement may be amended only by a written document signed by both parties.

10/8/2021

Elaine Turner
 Marshall University
 One John Marshall Drive
 Huntington, WV 25755

Dear Elaine,

Thank you for the opportunity to provide you with this proposal to replace the existing Parking Access and Revenue Control System (PARCS) hardware at the 6th Avenue garage. I have prepared this proposal based on the RFP documents provided. Please note, this proposal excludes processing of credit card transactions through TIBA provided software. Please review in detail to make sure that I am accurate in meeting your needs.

SITE ADDRESS & JOB DESCRIPTION:

1650 6th Avenue
 Huntington, WV 25703

JOB NAME: T.I.B.A. Parking Access and Revenue Control System

QUOTE #: QU3010557-RFP w/No Credit Card Processing

SCOPE OF WORK & MODE OF OPERATION:

6 th Avenue Plaza Transient/Monthly Entrance Lane			
A. Removal			
<ul style="list-style-type: none"> Existing Ticket Dispenser and Barrier Gate 			
B. Installation			
Qty.	Description	Unit	Total
1	MP-60 Ticket Dispenser w/voice annunciator, VoIP SIP ready intercom module, QR barcode scanner, Bluetooth reader (monthly charges apply), and standard graphic panel	\$12,565.00	\$12,565.00
(1)	Additional Ticket Dispenser 5% Discount – Expires 1/31/2022	(\$1,105.00)	(\$1,105.00)
1	Pedestal, 42", Low Profile, White w/7" x 7" housing	\$375.00	\$375.00
1	Magnetic Automation Parking Pro-MT barrier gate w/communication controller and 10'ADA folding aluminum gate arm	\$4,005.00	\$4,005.00
<ul style="list-style-type: none"> Monthly parkers will enter by presenting a valid credential to the Marshall University supplied Transact Card Reader, while transient parkers will pay hourly by pulling a barcode spitter ticket. Existing FULL sign to be re-used. 			

<ul style="list-style-type: none"> Existing saw-cut vehicle detection loops to be re-used. Overhead doors will not be interfaced with the new T.I.B.A. system. 			
6th Avenue Plaza Transient/Monthly Exit Lane			
A. Removal			
<ul style="list-style-type: none"> Existing Cashier Terminal and Barrier Gate 			
B. Installation			
<u>Qty.</u>	<u>Description</u>	<u>Unit</u>	<u>Total</u>
1	CT-60 Parking POS Terminal with barcode scanner, cash drawer and remote desktop fee display.	\$7,770.00	\$7,770.00
(1)	Additional CT-60 Parking POS Terminal 5% Discount – Expires 1/31/2022	(\$700.00)	(\$700.00)
1	Magnetic Automation Parking Pro-MT barrier gate w/communication controller and 10'ADA folding aluminum gate arm	\$4,005.00	\$4,005.00
1	Detector, plug-in	\$165.00	\$165.00
<ul style="list-style-type: none"> Monthly parkers will exit by presenting a valid credential to the Marshall University supplied Transact Card Reader. No TIBA credit card reader is being supplied. The Transact Card Reader will be connected to a 3rd Party System and will not be integrated with the TIBA PARCS. Existing saw-cut vehicle detection loops to be re-used. Overhead doors will not be interfaced with the new T.I.B.A. system. 			
Alley Plaza Transient/Monthly Entrance Lane			
A. Removal			
<ul style="list-style-type: none"> Existing Ticket Dispenser and Barrier Gate 			
B. Installation			
<u>Qty.</u>	<u>Description</u>	<u>Unit</u>	<u>Total</u>
1	MP-60 Ticket Dispenser w/voice annunciator, VoIP SIP ready intercom module, QR barcode scanner, Bluetooth reader (monthly charges apply), and standard graphic panel	\$12,565.00	\$12,565.00
(1)	Additional Ticket Dispenser 5% Discount – Expires 1/31/2022	(\$1,105.00)	(\$1,105.00)
1	Pedestal, 42", Low Profile, White w/7" x 7" housing	\$375.00	\$375.00
1	Magnetic Automation Parking Pro-MT barrier gate w/communication controller and 10'ADA folding aluminum gate arm	\$4,005.00	\$4,005.00
<ul style="list-style-type: none"> Monthly parkers will enter by presenting a valid credential to the Marshall University supplied Transact Card Reader, while transient parkers will pay hourly by pulling a barcode spitter ticket. Existing FULL sign to be re-used. Existing saw-cut vehicle detection loops to be re-used. Overhead doors will not be interfaced with the new T.I.B.A. system. 			

Alley Plaza Transient/Monthly Exit Lane			
A. Removal			
<ul style="list-style-type: none"> Existing Cashier Terminal and Barrier Gate 			
B. Installation			
Qty.	Description	Unit	Total
1	CT-60 Parking POS Terminal with barcode scanner, cash drawer and remote desktop fee display.	\$7,770.00	\$7,770.00
(1)	Additional CT-60 Parking POS Terminal 5% Discount – Expires 1/31/2022	(\$700.00)	(\$700.00)
1	Magnetic Automation Parking Pro-MT barrier gate w/communication controller and 10'ADA folding aluminum gate arm	\$4,005.00	\$4,005.00
<ul style="list-style-type: none"> Monthly parkers will exit by presenting a valid credential to the Marshall University supplied Transact Card Reader. No TIBA credit card reader is being supplied. The Transact Card Reader will be connected to a 3rd Party System and will not be integrated with the TIBA PARCS. Existing saw-cut vehicle detection loops to be re-used. Overhead doors will not be interfaced with the new T.I.B.A. system. 			
Office/IT			
A. Removal			
<ul style="list-style-type: none"> Existing PARCS server 			
B. Installation			
Qty.	Description	Unit	Total
1	SmartPark Facility Management software license, single facility	\$9,860.00	\$9,860.00
1	Desktop server, SmartPark software	\$1,165.00	\$1,165.00
1	IT Hardware	\$855.00	\$855.00
1	MC-60 Facility Controller	\$3,480.00	\$3,480.00
8	Barcode ticket rolls, MP-60	\$50.00	\$400.00
160	Receipt rolls, CT-60 POS Terminal	\$3.00	\$480.00
1	Ream, Validation Stickers	\$75.00	\$75.00
<ul style="list-style-type: none"> TIBA's "SmartPark" software includes a merchant validation feature. This is achieved by printing validations on standard sticker/labels on a color laser printer. These sheets of barcodes would be distributed to each merchant or department. The merchant or department would apply the sticker to the parker's entry ticket. The newly quoted TIBA exit devices will process the validation according to your programming preference. Existing server rack to be re-used Blackboard integration excluded 			
Installation			

<u>Qty.</u>	<u>Description</u>	<u>Unit</u>	<u>Total</u>
1	Installation Labor, One Year Semi-Annual Preventative Maintenance and Warranty	\$14,460.00	\$14,460.00
1	Construction hardware	\$890.00	\$890.00
1	Freight	\$1,330.00	\$1,330.00

INCLUSIONS:

- Procure all equipment. Store equipment and deliver to site on installation dates.
- Mount all equipment provided in this proposal according to manufacturer's specifications.
- Install control wiring between gate operators, revenue devices and MC-60 Facility Controller.
- Terminate all SCS provided wiring.
- Set up server and/or workstation; install and configure all provided software.
- Complete thorough system test.
- Program the system with customer assistance to assure programming is done to expectation.
- Customer training on basic system use and maintenance at SCS Columbus office is included
- Provide all equipment manuals.

EXCLUSIONS:

- Customer is responsible to provide all required permits (if applicable).
- Customer responsible for electric hook-up/disconnect.
- Provide 120 VAC outlets and all 120 VAC circuits, conduit & wiring required for the system.
- Excavate, form and pour concrete foundations for gate operators, revenue devices and all other pedestals.
- Patching of traffic coating by others
- All existing vehicle detection loops will be reused. If any loops are found to be in poor condition or inoperable customer will be notified.
- No engineering calculations or architectural drawings included in this quotation.
- Customer must submit credit card clearing house VARS sheet at time of order. Failure to do so may delay delivery date.
- Initial supply of printer report paper, etc. not included in this quote.
- Provide assistance to SCS to aide in the programming of the system.
- Provide network connections/jack for all Ethernet/IP solutions including to system servers. Also, all network cable provided and installed by others must be labeled by lane and/or location and be terminated by others. Termination required is a T568B type for Cat6.

ADDITIONAL PROJECT NOTES:

- Proposal assumes all electrical circuits still present and in good operating condition
- Proposal assumes re-use of existing conduit pathways
- Proposal does not include any billing & invoicing module
- Proposal does not include intercoms at pedestrian doors
- If applicable, SCS requires a reader and keycard to test with TIBA’s PARC system prior to system installation. If these items are found to not be compatible, new keycards and readers will be required to be purchased.

SERVICE AND MAINTENANCE SOLUTION:

Signature Control Systems offers a warranty of one year parts & labor. Please see our warranty statement for warranty details.

SCS will fulfill all warranty obligations with our experienced and knowledgeable service staff. Should there ever be a warranty issue, please call 877-914-2837 to place a service call. Warranty requests can also be requested at our website: www.signaturecontrols.com. SCS believes that preventative maintenance is critical to the long term success of equipment. During your warranty period, quarterly preventative maintenance is included.

SERVICE AND MAINTENANCE SOLUTION:

Signature Control Systems offers a warranty of one year parts & labor. Please see our warranty statement for warranty details.

SCS will fulfill all warranty obligations with our experienced and knowledgeable service staff. Should there ever be a warranty issue, please call 877-914-2837 to place a service call. Warranty requests can also be requested at our website: www.signaturecontrols.com. SCS believes that preventative maintenance is critical to the long term success of equipment. During your warranty period, Semi-annual preventative maintenance is included.

PLEASE CHECK & INITIAL INVESTMENT SELECTIONS:

BASE PROPOSAL PRICE:

☐ **_____ BASE PACKAGE**

Project Total (Pre-Tax)	\$86,990.00*
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**Sales Tax is not included in the proposal total and will be added to the invoice at the time of billing if applicable.*

□ _____ **OPTION 1: TIBA SmartPark Facility Management Cloud Software**

In place of the on premise server with software priced in the bae proposal, SCS will provide a Cloud based solution.

Office/IT			
A. Removal			
<ul style="list-style-type: none"> Existing PARCS server 			
B. Installation			
Qty.	Description	Unit	Total
(1)	SmartPark Facility Management software license, single facility	(\$9,860.00)	(\$9,860.00)
(1)	Desktop server, SmartPark software	(\$1,165.00)	(\$1,165.00)
(1)	IT Hardware	(\$25.00)	(\$25.00)
(1)	MC-60 Facility Controller (Included with the SmartPark Cloud Software purchase)	(\$3,480.00)	(\$3,480.00)
Installation			
Qty.	Description	Unit	Total
(1)	Installation Labor, Two Year Quarterly Preventative Maintenance and Warranty	(\$1,835.00)	(\$1,835.00)

Project Total (Pre-Tax) (\$16,365.00)*

*Sales Tax is not included in the proposal total and will be added to the invoice at the time of billing if applicable.

*The below SmartPark Cloud subscription pricing is required to be paid in addition the project total.

TIBA Cloud-Based Server Solution – Powered by Amazon Web Services (AWS) – Pricing:

TIBA's Cloud-Based Server Solution – powered by AWS – offers the most storage services, data-transfer methods, and networking options to build solutions that protect our customer's data with unmatched durability and security. Please see below five (5) year investment options:

Cloud Pricing - 5 Year Investment										
		5 Yr Plan - Paid Quarterly, In Advance (Pre-Tax)			5 Yr. Plan - Paid Annually, In Advance (Pre-Tax)			5 Yr Plan - Total Paid In Advance (Pre-Tax)		
Item		Per Month	Months	Total	Per Month	Months	Total	Per Month	Months	Total
Smartpark Cloud, Single Facility License, 2 Edge Devices, 5 Management platform users		\$350.00	60	\$21,000.00	\$330.00	60	\$19,800.00	\$300.00	60	\$18,000.00
SmartPark Cloud, Single Facility License, Additional 1 Edge Device	2	\$44.00	60	\$5,280.00	\$42.00	60	\$5,040.00	\$38.00	60	\$4,560.00
Total - 5 Year Investment				\$26,280.00			\$24,840.00			\$22,560.00
		Acceptance			Acceptance			Acceptance		

The below VoIP Intercom Cloud subscription pricing is required to be prepaid in addition to the base project total.

VoIP Intercom TIBA Device Annual Pricing				
		1 Yr Plan -Paid Up Front		
Item		Per Month	Months	Total
Lane or Payment station VOIP Cloud Communication service for SIP intercom - Per Device	2	\$10.00	12	\$240.00
Total - 1 Year Investment				\$240.00
				Acceptance

VoIP Intercom Optional Pricing (Paid Up Front)

VoIP Intercom Call Rollover Annual Pricing				
		1 Yr Plan -Paid Up Front		
Item		Per Month	Months	Total
Site Add-On extension for call rollover to Landline/Mobile phone with National Unlimited calling minutes - Per Device	2	\$20.00	12	\$480.00
Total - 1 Year Investment				\$480.00
				Acceptance

VoIP Intercom Master Station Annual Pricing				
		1 Yr Plan -Paid Up Front		
Item		Per Month	Months	Total
Master station VOIP Communication service for SIP intercom Desk phone or Softphone, including Dual ringing with Mobile app. PER MASTER STATION	1	\$15.00	12	\$180.00
Total - 1 Year Investment				\$180.00
				Acceptance

***Master Station Excluded**

EXTENDED SERVICE PRICES:

☐ _____ **Extended Semi-Annual Preventative Maintenance**

	Year 1	Year 2	Year 3	Year 4	Year 5
Extended Semi-Annual Preventative Maintenance (Pre-Tax)	Included with warranty <input checked="" type="checkbox"/> <i>No billing will occur</i>	\$800.00 <input type="checkbox"/>	\$840.00 <input type="checkbox"/>	\$885.00 <input type="checkbox"/>	\$930.00 <input type="checkbox"/>

Billing Selection: ☐ Billed with Job ☐ Billed Annually ☐ Billed Quarterly

☐ _____ **Full Service Contract** (Must also purchase Extended PM if this service is selected. Excludes service labor.)

	Year 1	Year 2	Year 3	Year 4	Year 5
Full Hardware and Software Service Contract (Pre-Tax)	Included with warranty <input checked="" type="checkbox"/> <i>No billing will occur</i>	\$1,390.00 <input type="checkbox"/>	\$3,805.00 <input type="checkbox"/>	\$4,000.00 <input type="checkbox"/>	\$4,205.00 <input type="checkbox"/>

Billing Selection: ☐ Billed with Job ☐ Billed Annually ☐ Billed Quarterly

NOTES & TERMS:

Proposal contingent upon acceptance of Terms and Conditions of Sale included in this proposal and credit approval.

- *All information contained in this proposal is confidential in nature and is intended for the explicit use of the intended recipient listed above. Recipient may not disclose the proposal or its material terms except for disclosures required by law. Acceptance of this proposal is contingent on the recipient maintaining strict confidentiality and any failure to maintain that confidentiality will release Signature from any obligations it may otherwise have.*
- *All proposed labor is at non-prevailing wage.*
- *Any variation to this proposal may be provided at an additional cost and must be documented in writing.*
- *Additional trips and/or site work required due to owner or third party delays outside of the control of Signature Control Systems will be invoiced in addition to the original contract amount on a time and material basis.*
- *All work to be performed Monday to Friday, 8:00 AM to 5:00 PM.*
- *No performance bond, payment bond or permits are included in this proposal.*
- *This proposal is valid for 30 days.*
- *A 20% restocking fee will apply to any material that is cancelled after receipt of signed proposal*
- *Payment Terms:*

50% Deposit (Base + Options Selection) Upon Proposal Acceptance
40% Payment (Base + Options Selection) Due Upon Receipt at SCS Warehouse
Balance Upon Project Completion

Thank you for the opportunity to submit this proposal. If you have any questions, please call me on my mobile number at 614-307-2946. If you would like to proceed with this proposal please submit a purchase order or sign the acknowledgment line at the bottom of this document.

Sincerely,

Suzanne Greenway: Columbus, Cincinnati, West Virginia Territory Manager
 sgreenway@signaturecontrols.com
 SG: 614-307-2946

Acknowledgment & Proposal Acceptance

 Printed Name & Title

 Authorized Signature

 Date

Upon acceptance of this proposal, please fill out the following information.

Please provide contacts for the project. Our project management team will work with them on the timeline and completion of the project.

PROJECT CONTACTS			
	Primary Contact	Secondary Contact	Tertiary Contact
Project Contact Name			
Project Role			
Email			
Office Phone			
Mobile Phone			

Please provide the billing contact for the project.

BILLING INFORMATION	
	Primary Contact
Billing Contact Name	
Project Role	
Email	
Office Phone	
Fax Number	

REQUESTED COMPLETION/DELIVERY DATE:*
KEY DEADLINES/SPECIAL INSTRUCTIONS:*
<i>*Please note the requested dates and deadlines are not guaranteed by SCS. SCS will deliver and install equipment based on deposit receipt, equipment delivery, and availability of installation manpower.</i>

FOR SCS OFFICE USE ONLY:

Authorization & Final Acceptance of Proposal:

50% Deposit (Base + Options Selection) Upon Proposal Acceptance	\$
40% Payment (Base + Options Selection) Due Upon Receipt at SCS Warehouse	\$
Balance Upon Project Completion	\$
Total	\$

Inside Sales Manager Signature

Date

VP of Sales

Date

AR #	
SM#	
PW	Yes <input type="checkbox"/> No <input type="checkbox"/>
AIA	Yes <input type="checkbox"/> No <input type="checkbox"/>
Taxable	Yes <input type="checkbox"/> No <input type="checkbox"/>

TERMS & CONDITIONS OF SALE

1. TERMS EXCLUSIVE. This document, comprised of the terms and conditions of sale set forth below and those (if any) on Seller's attached proposal (the "Proposal", and, collectively, with these Terms and Conditions, the "Agreement"), constitutes the complete and final agreement by which Signature Control Systems LLC, an Ohio limited liability company ("Seller") offers to sell, and Buyer agrees to purchase, the vehicle access control equipment, supplies and related components (collectively, "Equipment"), and installation services and related services (collectively "Services", and together with the Equipment, the "Goods"), described in this Agreement and in the Proposal. It may not be added to, modified or superseded by act of any agent, employee or representative of Seller, except in a writing signed by an officer of Seller, even though other terms may appear on Buyer's purchase order, request for submittal, quotation, or other Buyer documents (all of which are objected to and rejected by Seller without further notice). This Agreement is expressly conditioned upon Buyer's consent to any terms contained herein that are additional to or different from those contained in Buyer's documents. Buyer's acceptance of Seller's performance shall constitute Buyer's acceptance of the terms in this Agreement. In the event of a conflict between the terms set forth herein and those contained in the Proposal, the latter will control.

2. ADDITIONAL SERVICES. In the event that Buyer retains Seller to provide Services related to the installation, programming, adjustment or start-up of the Equipment as set forth in the Proposal, Seller (and its installers), is authorized to render only those Services specifically provided for in writing under the Proposal and this Agreement. Any request by Buyer that Seller's personnel engage in any activities or services beyond those specifically required by the Proposal or this Agreement shall constitute an authorization by Buyer for such activity and Buyer's agreement to pay for the same at the rates provided by Seller. In addition, Buyer specifically assumes the risk for all such additional activities and services

and shall indemnify, and hold harmless Seller, its officers, directors, employees, agents, and representatives from and against any loss, damage, claim or liability arising out of or in any way related to such additional activities and services, except for any such damage, claim, loss or liability resulting solely and directly from the intentional wrongful act or gross negligence of Seller.

3. PRICES; QUOTE; DELIVERY. Unless otherwise specifically stated in the Proposal, prices quoted by Seller are F.O.B. shipping point and exclude applicable taxes, tariffs, duties, impositions, demurrage, shipping costs, insurance and other charges as may be required for the sale of Goods. All shipping and transportation costs for the Equipment shall be at Buyer's expense. Seller's pricing as contained in the Proposal shall be effective for a period of thirty (30) days from the date of such Proposal. Any Buyer order received after such thirty (30) day period shall be subject to change in pricing and other terms. If at any time delivery of Equipment is deferred or delayed at Buyer's request, Buyer will nevertheless be invoiced as of the date that such Equipment is ready for delivery, and payment shall be due as set forth in Section 4 of this Agreement. If, as a result of such deferred or delayed delivery, it is necessary for Seller to store the Equipment for Buyer, such storage shall be at Buyer's own risk and expense, and Buyer shall pay Seller an agreed upon storage fee.

4. PAYMENT AND SECURITY INTEREST. Unless otherwise specifically stated in the Proposal, all payments due under this Agreement shall be made in cash, and shall be due and payable not later than the thirtieth (30th) day after the date of invoice. Credit as to all new Buyers shall be at Seller's discretion. Any payment received by Seller after the due date may be subject to a carrying charge of one and one-half percent (1.5%) per month on the unpaid balance. Seller reserves the right to require a deposit prior to delivery of the Goods in its discretion. Buyer shall have no right to offset any amounts against obligations owed to Seller. Buyer specifically grants to Seller a security interest in the Goods to secure Buyer's payment to Seller for the same, and authorizes Seller to execute for Buyer and to file a financing statement with respect to the Goods in order to perfect such security interest. Buyer agrees to cooperate with Seller as requested in order for Seller to perfect its security interest. Any bank receiving Buyer's payments to Seller shall do so solely as a clearing agency without authority to determine whether such payments constitute payment in full. Any payments marked to indicate payment in full will be deposited by the bank with full reservation of Seller's rights notwithstanding such markings, and such deposit shall not indicate an acceptance by Seller of such payment as payment in full, unless explicitly specified by Seller in writing. Notwithstanding the foregoing, if at any time Seller, in its sole and absolute discretion, determines that Buyer's credit worthiness or financial position has for any reason become financially impaired, unsatisfactory or insecure, Seller shall have the right to: (a) declare all Buyer obligations to Seller immediately due and payable; (b) refuse to accept any order of Goods from Buyer, make any shipment or delivery, or perform any work, except upon receipt of payment or upon terms satisfactory to Seller; or (c) both (a) and (b).

5. TAXES. Unless otherwise specifically stated in the Proposal, all applicable federal, state or local sales, use or excise taxes shall be in addition to the prices stated in the Proposal and are the sole responsibility of Buyer. Seller shall have the right to invoice separately any such taxes which may be imposed at a later time. Applicable tax exemption certificates must accompany orders to which such exemptions are to apply.

6. PERFORMANCE; FORCE MAJEURE. Stated shipping dates, dates of delivery and dates for performing labor, if any, are approximate, and are not a guarantee of any particular date of shipment, delivery, or performance. Seller shall not be liable for any damages suffered by Buyer or any retail, wholesale or other contractor or customer of Buyer, by reason of any delay in shipment, delivery or performance of labor by Seller, if such delay in performance is due to causes beyond Seller's control, including, but not limited to, acts of God, war, acts of government (whether state local or federal), fire, flood, adverse weather condition, natural disaster, labor dispute, delay in transportation or otherwise. In the event of such delay, Seller may, at its option, and without liability to Buyer, cancel this Agreement or delay performance hereunder for any period necessary due to any such cause. Should Seller delay performance as provided herein, this Agreement shall remain in force and effect during the period of such delay. Seller shall have the right, in its sole discretion, to allocate its available goods, services, and other resources among any or all of its customers, upon any such basis as Seller may determine, without liability to Buyer. IN THE EVENT OF A DELAY OR FAILURES OF PERFORMANCE NOT EXCUSED UNDER THE FOREGOING, SELLER'S LIABILITY SHALL NOT EXCEED THAT PORTION OF THE INVOICE PRICE REPRESENTED BY THE QUANTITY OF GOODS DELAYED OR NOT SHIPPED.

7. CANCELLATION. Seller shall have the absolute right to immediately cancel this Agreement upon breach by Buyer of any of its obligations to Seller, upon Buyer's failure to make any payment required by this Agreement when due, or upon the insolvency or bankruptcy of Buyer. Seller's right to cancel or terminate may be exercised by Seller without liability to Buyer. Should Buyer cancel an order placed with Seller pursuant to this Agreement, Buyer must provide written notice of cancellation to Seller and shall be responsible for payment of the following: (a) all Services performed by Seller up to and including the date of termination; (b) all costs incurred by Seller in the shipment (resulting from the cancellation), disassembly, reassembly, testing, and performance of the Equipment, including labor in completing the same at Seller's prevailing standard rates; and (c) if Buyer's cancelled order included Equipment that Seller would have to purchase from a third party provider, all penalties, charges and costs incurred by Seller (up to and including the total purchase price paid by Seller to the third party provider for such Equipment) related to Seller's cancellation of such purchase with the third party provider.

8. BREACH. If Buyer wrongfully rejects the Goods or wrongfully repudiates all or any part of this Agreement, fails to timely pay for such Goods or otherwise breaches any provision of this Agreement, then with respect to any Goods affected and, if the breach is of the whole Agreement, then also with respect to the whole of the undelivered balance of Goods, Seller may withhold delivery of such Goods, remove installed or delivered Goods not yet paid for, and recover damages from Buyer for such rejection, repudiation, or breach, including, but not limited to, reasonable attorney fees and costs.

9. LIMITED WARRANTY; LIMITATION OF LIABILITY. The Goods provided hereunder shall be subject to the terms of Seller's standard limited warranty at the time of sale (the "Warranty"), a copy of which shall be provided to Buyer. Except as set forth in such Warranty, Seller makes no other warranties concerning the Goods whatsoever. For any and all causes of action whatsoever arising out of or related to this Agreement or to any Equipment or Services provided hereunder, whether for breach of contract, at law or in equity, Seller shall not be liable for any special, incidental, consequential or punitive

damages, and its liability shall not exceed the paid purchase price of the Goods. With respect to any such Goods, the applicable warranty period shall begin on the date that the last piece of Equipment that is the subject of Buyer's order has first been put into commercial use (i.e. - the date that it first generates revenue for Buyer or the end user).

10. INDEMNIFICATION. Buyer agrees to indemnify, defend (at its sole expense) and hold harmless Seller, its past, present, and future directors, officers, employees, agents, members, owners, affiliates, subsidiaries, parent companies, representatives, insurers, successors and assigns, and anyone acting on its or their behalf from and against any and all third party charges, claims, demands, causes of action, suits, and/or liability (including reasonable attorney fees and expenses) of whatever nature (collectively, the "Claims") involving or related in any way to the installation (if not performed by Seller), maintenance (if not performed by Seller), operation, and/or use of the Equipment, including, but not limited to, any personal injury, property damage, destruction, or other loss; provided, however, that such obligation shall not apply to any Claims resulting solely and directly from the intentional wrongful act or gross negligence of Seller. Buyer shall not have the right to settle any Claim without the prior written consent of an authorized representative of Seller.

11. QUOTATION NOT A BINDING OFFER. The quotation set forth in the Proposal does not constitute a binding offer but is an invitation to place an order with the terms and conditions stated therein and herein. All orders received by Seller shall not be binding until accepted in writing by an authorized officer of Seller.

12. LIMITATION ON ACTIONS. Any claim, suit, or cause of action against Seller arising out of or related to this Agreement or to any Equipment or Services provided hereunder must be commenced within one (1) year of the date that such claim, suit or cause of action has accrued.

13. MISCELLANEOUS. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Buyer hereby submits to the sole and exclusive jurisdiction and venue of state and Federal courts in Ohio with regard to any litigation resulting hereunder. If any term of this Agreement is deemed invalid, illegal or unenforceable, the remaining terms shall in no way be affected or impaired thereby. No right, interest or obligation herein may be assigned by Buyer without Seller's consent. Seller's rights and remedies herein are cumulative and additional to any others provided in law or equity. Waiver of any default under this Agreement by either party shall be limited to particular instance and shall not be deemed to waive past or future defaults of the same or other terms, conditions or covenants. Any notice or other communication required or permitted hereunder shall be sufficiently given if sent in writing by registered or certified mail, postage prepaid, to the other party hereto at its respective address set forth on the attached proposal document. Any such notice, if so mailed, shall be deemed to have been received upon the third business day following such mailing. Each party hereto may change its address for notice purposes only by giving written notice to the other party. This Agreement may be amended only by a written document signed by both parties.

MARSHALL UNIVERSITY

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.15 "University" means Marshall University or Marshall.

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

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

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

☐ **Term Contract**

Initial Contract Term: The Contract becomes effective on _____
_____ and extends for a period of _____ year(s).

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

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Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.

- ☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.
- ☒ **Fixed Period Contract:** The Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within thirty (30) days of contract award.
- ☐ **Fixed Period Contract with Renewals:** The Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract must be completed within _____ days. Upon completion, the Vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ successive one-year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total.
- ☐ **One-Time Purchase:** The term of the Contract shall run from the issuance of the Award Document until all the goods contracted for have been delivered, but in no event, will the Contract extend for more than one fiscal year.
- ☐ **Other:** See attached. MU22PARCS

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

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

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

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

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

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

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

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

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☐ **INSERT ADDITIONAL CONDITIONS BELOW:**

☐
☐

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

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

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

Vendor must maintain:

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

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

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

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

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

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

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

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

☐ _____ for _____

☐ **Liquidated Damages Contained in the Specifications**

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

12. STATUTE OF LIMITATIONS - Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.

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

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

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

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

☐ _____

☐ _____

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

17. FEES OR COSTS: Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

18. RISK SHIFTING: Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

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

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

21. FISCAL YEAR FUNDING: The Contract shall continue for the term stated herein, contingent upon funds being appropriated by the WV Legislature or otherwise being made available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the University may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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

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

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

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

24. DISPUTES – Any language binding the University to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the University shall be brought in the West Virginia Legislative Claims Commission. Other causes of action must be brought in the West Virginia Court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

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

26. DELIVERY -All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.

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

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

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

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

31. AMENDMENTS - The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

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

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

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

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

The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.

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

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

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

Proposals are NOT to be marked as confidential or proprietary Any Provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W.Va. Code §29B-1-1, et. seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the University's sole discretion. The University shall not be liable in any way for disclosure of any such records

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Any provisions regarding confidentiality of or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

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

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

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

39. LICENSING: Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local University of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state University or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the University to verify that the Vendor is licensed and in good standing with the above entities.

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

41. THIRD-PARTY SOFTWARE: If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.

42. RIGHT TO REPOSSESSION NOTICE: Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.

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

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

44. VENDOR RELATIONSHIP: The relationship of the Vendor to the University shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the University for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and University with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

45. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the University, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage, and hour laws.

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

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

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

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

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

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

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

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

53. INTELLECTUAL PROPERTY: The University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising out of the agreement, and Vendor will execute any assignments of other documents necessary for the University to perfect such rights, provided that, for research collaboration pursuant to subcontracts under sponsored research agreements, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such intellectual property terms to apply to subcontractors.

54. FERPA: Vendor agrees to abide by the Family Education Rights and Privacy Act of 1974 ("FERPA). To the extent that Vendor receives personally identifiable information from education records as defined in (FERPA), Vendor agrees to abide by the limitations on re-disclosure set forth in which states that the officers, employees and agents of a party that receives education record information from Marshall may use the information, but only for the purposes for which the disclosure was made.

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

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

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

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

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

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

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

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

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

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

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

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

Ryan Slack, Director of Sales

(Name, Title)

Ryan Slack, Director of Sales

(Printed Name and Title)

2228 Citygate Drive, Columbus, OH 43219

(Address)

440-521-5379

(Phone Number)

rslack@signaturecontrols.com


(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 this 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 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 that 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.

Signature Control Systems, LLC.

(Company)



(Authorized Signature)

Ryan Slack, Director of Sales

(Printed Name and Title of Authorized Representative)

10/5/21

(Date)

440-521-5379

(Phone Number)

(Fax Number)

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ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: MU22PARCS
(If Applicable)

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Signature Control Systems, LLC.

Company

Authorized Signature

10/5/21

Date

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

December 2, 2019