


<b>Purchase Order</b>	 Marshall University Office of Purchasing One John Marshall Drive Huntington WV, 25755-4100 Direct all inquiries regarding this order to: (304) 696-3056	<b>Purchase Order #</b> MU25SA_SNOW
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TO:	Vendor Code: 811034585	Ship to: Marshall University Rec Dept 201 21st Street Huntington, WV 25703  Room #	THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN
Brown Landscape Management 4135 KY-5 Ashland, KY 41102			WVFIMS Account #:
FEIN: 811034585      PH: 606-928-0030			

P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	Contract #
12/05/24	25	LL			NET 30	MU25SA_SNOW

**CONTRACT ACCEPTANCE**

On behalf of the Governing Board, MARSHALL UNIVERSITY hereby accepts the quotation of Snow Removal Services

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signed by Alex Brown

Title President

on December 5, 2024

OFFICE OF THE WEST VIRGINIA  
ATTORNEY GENERAL APPROVAL:

Approved as to form this 18<sup>th</sup> day of Dec, 2024

By: John L. Gray  
Deputy Attorney General

Service Agreement for  
Snow Removal Services

Effective: Upon the approval date of the WVAG  
for a 12 month period

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

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

Mail Original Invoice and 1 Copy to: Marshall University Accounts Payable One John Marshall Drive Huntington, WV 25755-4500	 Authorized Signature	12.19.2024 Date
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## AGREEMENT FOR SNOW REMOVAL SERVICES

This Snow Removal Contract ("Agreement" or "Contract") is entered into on December 18, 2024 2024, between Marshall University ("Contractor" or "Marshall"), 1 John Marshall Drive, Huntington, West Virginia 24755 and Brown Landscape Management ("Vendor"), 4135 KY-5, Ashland, KY 41102.

### 1. Scope of Work

- 1.1 This Agreement will be governed by the "*Marshall University General Terms and Conditions Non-Construction*" which is incorporated herein as Appendix A.
- 1.2 Vendor agrees to provide snow removal services for the property on Appendix B.
- 1.3 Snow removal services shall include plowing, shoveling, and/or de-icing/sanding of designated areas as agreed upon between Contractor and Vendor.
- 1.4 Vendor shall furnish all labor, equipment, and materials necessary to remove snow and/or ice from all paved parking lots, parking structures and their entrances/exits on the Marshall University Campus. See Appendix B.

### 2. Requirements

- 2.1 Plowing of snow will begin after an accumulation of 2", or as notified and directed by a representative of Marshall University Office of Public Safety.
- 2.2 Plowing of snow at the Marshall University School of Medicine locations, on Appendix B, will begin as notified and directed by the Director of Operations & Safety of the School of Medicine or a representative of same.
- 2.3 Marshall University Office of Public Safety will work with Vendor to determine a suitable location where the snow may be piled.
- 2.4 The Vendor shall use concrete sand on parking lots and parking structures as needed when ice is present. Sand is not required at Marshall University School of Medicine locations.
  - 2.4.1 Specification for sand (Marshall University locations):
    - Color: tan to light brown
    - Shape: subangular to rounded
    - Weight: Approximately 1.4 tons per loose cubic yard
  - 2.4.2 School of Medicine requires salt/calcium.

- 2.5 The Vendor must notify the Marshall University Office of Public Safety Office and the Marshall University School of Medicine representative of the actual start time and the date prior to beginning removal of snow and/or ice from the parking lots and structures. In addition, the Vendor must notify Marshall University Office of Public Safety Office and the Marshall University School of Medicine of the actual completion time and date of work.
    - 2.5.1 The Marshall University Office of Public Safety’s Communications Center is open 24 hours a day, 7 days a week. It is located at the corner of 18<sup>th</sup> Street and 5<sup>th</sup> Avenue. The telephone number is 304-696-4357.
    - 2.5.2 The Marshall University School of Medicine representative is available 24 hours a day, 7 days a week. The telephone number is 304-691-1642.
  - 2.6 The Vendor must be available 24 hours per day, 7 days per week.
  - 2.7 The Vendor is responsible for all mileage and travel costs, including travel time, in performing the services associated with the Contract.
  - 2.8 The Vendor shall perform the work in a way to minimize disruption to the normal operation of Marshall University. When classes are in session, the Vendor may be required to clear only certain areas designated as staff usage. The specific instructions of which areas to be cleared will be given to the Vendor when notification is given. During periods when Marshall University is closed for regular business, snow and/or ice removal may only be required for parking areas near campus facilities where special events are scheduled. The Vendor will be instructed by the Marshall University Office of Public Safety Office which areas are to be cleared when notification is given.
  - 2.9 Vendor must reasonably maintain sufficient materials and equipment that may be needed for snow and/or ice removal as required by the Contract.
  - 2.10 Vendor is responsible for providing qualified supervisor(s) to physically inspect, monitor and supervise Vendor employees, ensuring adherence to the contract service.
  - 2.11 Requests for services outside this contract must be made
    - 2.11.1 Vendor ‘s Supervisor and their contract information below:
      - Supervisor Name: Alex Bown
      - Office Telephone #: 606-928-0030
      - Mobile Telephone #: 740-646-4474
      - Email: alex@landscapesbybrown.com
- Vendor may change the designated Supervisor by email or written notification to the Marshall University Office of Public Safety Office.

### 3. **Qualifications**

- 3.1. All equipment used for snow removal must be maintained in accordance with all applicable federal, state, and local regulations. It will be the Vendor's sole responsibility to keep the equipment in good repair and capable of beginning snow removal upon notification.
- 3.2. Any person operating any equipment or motor vehicle must have a valid license or other legally required document for the type of equipment or motor vehicle they are operating.

### 4. **Contract Term**

- 4.1. A contract term shall be for the period of December 18, 2024 through December 17, 2025.
- 4.2. The Agreement may be renewed upon the mutual written consent of Marshall University and the Vendor. Any request for renewal should be submitted thirty (30) days prior to the expiration of the date of the initial agreement term or appropriate renewal term. An agreement renewal shall be in accordance with the terms and conditions of the original agreement. Renewal of the agreement is limited to two (2) successive one (1) year periods or multiple renewals periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total.

### 5. **Retainer Fee**

- 5.1. Contractor paid a retainer fee of \$15,800.00 to Vendor as required by the "Agreement for Snow Removal Services" entered into March 5, 2024 and retainer funds were not used
- 5.2. Vendor shall submit to Contractor an invoice for services rendered within thirty (30) days. Upon approval by Marshall, the balance of such invoice will first be applied against the retainer fee. Should the approved invoice exceed the balance of the retainer fee, the Vendor will provide Marshall with an itemized invoice showing application of the retainer fee and the net amount owing Vendor. Marshall will place the invoice in line for payment. It is anticipated that payment will be made to Vendor within thirty (30) days of receipt of the invoice.
- 5.3. Contractor will not pay any additional funds until the retainer is depleted.
- 5.4. Any unused funds will carry over to the next contract cycle until fully depleted.

**6. Payment Terms**


- 6.1. Contractor agrees to pay for snow removal services at the rates specified in the Pricing Schedule. See Appendix C.
- 6.2. Contractor acknowledges that any additional services requested beyond the scope of this Contract are not permitted and Vendor will not receive payment if services are performed, unless such additional services are agreed to in writing and signed by both parties.


**7. Termination**

- 7.1. Either party may terminate this Contract with 30 days written notice to the other party.
- 7.2. In the event of termination, any unused portion of the retainer fee will be refunded to Contractor within 30 days of termination.

**8. Vendor Default**

- 8.1. The following shall be considered a Vendor default under this Contract.
  - 8.1.1. Failure to provide services in accordance with the requirements contained herein.
  - 8.1.2. Failure to comply with other specifications and requirement contained herein.
  - 8.1.3. Failure to comply with any laws, rules and ordinances applicable to the Contract Services provided under this contract.
  - 8.1.4. Failure to remedy deficient performance upon request.
- 8.2. The following remedies shall be available to Marshall University pon default.
  - 8.2.1. Immediate cancellation of the Contract.
  - 8.2.2. Any other remedies available in law or equity.

By:   
 Its: President  
 For: Brown Landscape Management  
 Date: 12/05/2024

By:   
 Its: Chief Procurement Officer/Director of Purchasing  
 For: Marshall University  
 Date: 12.19.2024

Marshall University

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Non-Construction

1. **Acceptance of Terms:** By fulfilling a Marshall University Purchase Order (PO), the party to which this PO is issued ("Vendor") agrees to furnish the goods or services covered by this PO and to be bound by and to comply with the terms and conditions herein, including all particulars. Written acceptance (including, but not limited to, signature on this PO or any related proposal, addendum, agreement or contract) or shipment of all or any portion of the goods or the performance of all or any portion of the services covered by this PO shall constitute unqualified acceptance of the terms and conditions herein. No other terms or conditions shall be binding upon the parties unless such terms and conditions have expressly been agreed to in writing and signed by both parties. The terms and conditions of this PO shall prevail should any contradiction arise between any terms and conditions provided by the Vendor. The terms and conditions of any proposal, bid or contract referred to in this PO are included and made part of the PO only to the extent of specifying the nature of the goods or services ordered, the price thereof and delivery date, and then only to the extent that such terms are consistent with the terms and conditions herein.
2. **Modifications:** This writing is the parties' final expression of intent. No modification of this PO shall be binding unless agreed to in writing by Marshall University and Vendor.
3. **Subsequent Forms:** These terms and conditions 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, service agreements, or maintenance agreements, and includes internet websites or other electronic or linked documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
4. **Packing and Shipping:** All items must be suitably packed and prepared for shipment to secure the lowest transportation rates and comply with carrier regulations. No charges will be paid by Marshall University for packing, crating, or cartage unless stated in the order. All shipments to be forwarded on one day via one route must be consolidated. Vendor must ship goods through a properly insured carrier. The Vendor shall be totally responsible for any damages to Marshall University property during delivery, assembly, installation/placement of the goods and/or the furnishing of the services described herein and shall repair or cause to be repaired at its expense any such damages in a manner satisfactory to Marshall University.
5. **Delivery, Inspection and Acceptance:** All deliveries will be "Free on Board "(FOB) destination unless Marshall University expressly and knowingly agrees otherwise, in writing. Any contrary delivery terms are hereby deleted. All pricing must be delivered priced. All deliveries are at risk of loss and/or title to the goods will not pass to Marshall University until the goods are accepted at the delivery destination, subject to inspection for hidden damage or failure to meet specifications and acceptance as defined herein. Damaged/unacceptable goods shall be rejected and will be returned at Vendor's expense for full credit or replacement, at Marshall University sole option. Marshall University reserves the right to test any goods, or services delivered to determine that specifications have been met. No goods returned as defective shall be replaced without Marshall University written authorization. If Vendor fails to cure defect within ten (10) calendar days, Marshall University reserves the right to purchase on the open market and Vendor shall be liable for any excess price paid for the replacement, plus applicable expenses, if any. Delivery time is of the essence and delivery or performance shall be strictly in accordance with the schedules, terms and conditions and exact quantities as specified in the Purchase Order. The failure of Vendor to meet delivery schedules, as interpreted by Marshall University, failure to make replacement of rejected goods or services as directed by Marshall University , or non-performance of violation of contract provisions shall permit Marshall University at its discretion, to rescind or cancel the contract or PO without any liability and purchase comparable goods or services on the open market and Vendor shall be liable for any excess price paid for the replacement, plus applicable expenses, if any. Whenever Vendor has knowledge that any situation or condition will delay or threaten the time performance of this order, Vendor shall immediately give

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notice thereof, including all relevant information with respect there, too, to Marshall University . Neither Marshall University , nor Vendor shall be liable for any default due to acts of God, war, fire, flood, epidemic, strikes or freight, embargo, or other causes beyond control and without fault or negligence. Acceptance by Marshall University of late delivery of either whole or part of this purchase order shall not constitute a waiver of its claim for any damages resulting from late delivery.

6. **Quantities:** The quantity of goods or services specified on this PO must not be exceeded or reduced without first obtaining written consent of Marshall University. Marshall University will not be responsible for any materials or services furnished without a written change order being issued by the Marshall University Office of Purchasing.
7. **Permits, Licenses and Taxes:** Vendor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this PO is performed. The Vendor shall pay any sales, use, personal property, and other taxes arising out of this PO and the transactions contemplated hereby. Any other taxes levied upon this PO, the transaction, or the equipment, goods or services delivered pursuant hereto shall be the responsibility of the Vendor. Marshall University is exempt from Federal and WV State taxes and will not pay or reimburse such taxes.
8. **Payment:** 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. A valid PO number must be shown on all acknowledgments, shipping labels, packing slips, invoices, and correspondence associated with the PO. This order must not be invoiced at prices higher than those appearing without authority and in writing from Marshall University pursuant to W. Va. Code § 12-3-10, payment may only be made after the receipt of goods or services. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
9. **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 or PO has been issued may result in cancellation of the contract or PO. Any references contained in the Contract, Vendor's bid, Vendor's terms & conditions, or in any American Institute of Architects documents obligating the University to pay or 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 or PO 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.
10. **Warranties:** Seller expressly warrants that all articles, material, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by Marshall University and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive this contract and shall not be deemed waived either by Marshall University's acceptance of said materials or goods, in whole or in part, or by payment for them, in whole or in part. The Vendor further warrants all articles, material and work performed for a period of one (1) year, unless otherwise stated, from date of acceptance of the items delivered and installed. All repairs, replacements or adjustments during the warranty period shall be at Vendor's expense.
11. **Indemnification:** The Vendor agrees to indemnify, defend, and hold harmless the State and the University, their Board of Governors, officers, agents, and employees from and against: (1) Any claims, demands, causes of action, losses, costs and expenses, including without limitation reasonable attorneys' fees and costs of defense, arising out of or incident to losses for services rendered by any subcontractor, person, agents or firm performing or

Office of Purchasing

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2/17/24

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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; (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; (4) the presence of Vendor, its employees, agents or invitees on Marshall University premises; (5) any breach of any warranty of Vendor contained herein, and (6) any claim of patent, trademark, copyright, franchise or other intellectual property infringement by goods and/or service provided by Vendor hereunder; provided that Vendor shall not be liable for losses to the extent caused by the negligence or willful misconduct of any Indemnified Party. W. Va. Const. Art. VI § 35 and Art. X § 6 does not allow Marshall University to hold harmless or indemnify Vendor.

12. **Independent Contractor:** Vendor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Vendor nor any agent or employee of Vendor shall be deemed to be an agent or employee of Marshall University. Vendor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through Marshall University and Marshall University shall not pay for or otherwise provide such coverage for Vendor or any of its agents or employees. Vendor shall pay when due all applicable federal and state employment taxes.
13. **Compliance:** Vendor shall strictly comply with all applicable federal and state laws, rules and regulations in effect or hereafter established, including, without limitation, the Americans with Disabilities Act, laws applicable to discrimination, unfair employment practices, the use or handling of toxic or hazardous substances, and prevailing wage rates of the W. Va. Division of Labor if applicable. Vendor shall comply with all rules and regulations, policies and requirements set forth by the West Virginia Auditor's Office as applicable to purchasing. In addition, Vendor shall comply with all rules and regulations of Marshall University while on Marshall University premises.
14. **Insurance:** The Vendor shall procure and maintain, at its expense, at all times during the term of this PO, insurance as specified in the solicitation or PO. If insurance requirements are not specified in the solicitation or PO, the Vendor represents that at the time of acceptance of this order the Vendor maintains, at a minimum, comprehensive general liability insurance including coverage for premises-operations, products-completed operations and personal injury in an amount not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate; worker's compensation insurance as required by West Virginia law; and automobile liability insurance in the amount of \$1,000,000 combined single limit and \$3,000,000 annual aggregate for all vehicles to be used by the Vendor in the performance of services under this PO.
15. **Termination:**
- a. **Termination for Cause:** Marshall University reserves the right to cancel/terminate the Contract or PO immediately upon written notice to the Vendor if (1) Vendor fails comply with any of the terms and conditions of the Contract or PO, including, without limitation, late delivery or performance, the delivery of defective or non-conforming goods or services, or failure to provide Marshall University with reasonable assurances of future performance; (2) the materials or workmanship supplied do not conform to the specifications contained in the Contract. In the event of termination for cause, Marshall University shall not be liable to Vendor for any amount, and Vendor shall be liable to Marshall University for any and all damages sustained by reason of the default which gave rise to the termination; and (3) if 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 Rule No. FA-3 Purchasing Policy, section 7.4.1.
  - b. **Termination for Convenience:** The University may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor. In the event of early cancellation, Marshall University agrees to pay



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the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted 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.

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

16. **Fund Availability:** If performance of this Contract or PO extends beyond the current fiscal year (ending June 30), Vendor acknowledges that financial obligations of Marshall University payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, budgeted or otherwise available for these goods or services, this Contract or PO becomes void and of no effect after June 30.
17. **Choice of Law:** The laws of the State of West Virginia and the Marshall University Board of Governors Rule No. FA-3 Purchasing Policy shall govern all rights and duties under this Contract or PO, including without limitation, the validity thereof. Any provision incorporated herein by reference which purports to negate this or any other provision in this Contract or PO in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Vendor hereby expressly consents to the jurisdiction of the Legislative Claims Commission of the State of West Virginia.
18. **Assignment:** Vendor may not assign this Contract or PO or any moneys due or to become due hereunder without the prior written consent of Marshall University, and any assignment made without such consent shall be void. Marshall University may assign this Contract or PO to any affiliate, or successor in interest to all or any part of its operations without prior notice to Vendor.
19. **Non-collusion:** Vendor certifies that it has neither agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith. Vendor also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the Vendor or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with contract for which the within bid or offer is submitted.
20. **West Virginia Freedom of Information Act:** All records, documents, and information in Marshall University's possession, including any document related to the performance of this PO, are subject to disclosure pursuant to the West Virginia Freedom of Information Act (W. Va. Code § 29B-1-1 *et seq.*).
21. **Non-Waiver of Default:** Waiver by Marshall University of any default hereunder by Vendor shall not be deemed waiver of any subsequent default nor will it be deemed to be evidence of a course of conduct implying waiver of defaults of Vendor on any other transaction.
22. **Survival of Obligations:** The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this PO shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by Indemnification and warranty provisions contained herein.
23. **Right to Audit/Access to Records:** Vendor shall preserve and permit Marshall University or any of Marshall University duly authorized representatives to examine and audit all directly pertinent books, documents, papers and records of Vendor involving transactions related to this PO for the purpose of making audits, examinations,

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excerpts and transcripts for a period of three (3) years after final payment hereunder. Supplier agrees to refund to Marshall University any overpayments disclosed by any audit.

24. **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/>.
25. **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 Brand Department. Requests should be sent to [ucomm@marshall.edu](mailto:ucomm@marshall.edu).
26. **University Marks, Logos, Branding:** Vendor shall not, in any way or in any form use the Marshall University's trademarks or other intellectual property without the express written consent of the Marshall University Brand Department. Requests should be sent to [ucomm@marshall.edu](mailto:ucomm@marshall.edu).
27. **Intellectual Property:** Marshall 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.
28. **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.
29. **Small and Diverse Business Program** Marshall University voluntarily maintains a Small and Diverse Business Program in accordance with the Marshall University Policy No. UPFA-8 (Small and Diverse Business Program. As part of its efforts to increase participation of small, local, minority, veteran, and women owned businesses. Vendor agrees to disclose on its invoice any of these certifications. Vendor will also disclose any contractor or sub vendor with any said certifications utilized in the performance of this PO.
30. **Price Warranty:** Vendor warrants that the price(s) for the goods or services sold to Marshall University hereunder are not less favorable than those extended to any other customer for the same or similar goods or services in similar quantities. In the event Vendor reduces its price(s) for such goods or services during the term of this contract Vendor agrees to reduce the prices hereof accordingly. Vendor warrants that prices shown on this contract shall be complete, and no additional charges of any type shall be added without Marshall University express written consent.
31. **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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32. **Communications:** All communications and acknowledgments concerning this Contract or PO must be directed to the Buyer whose name appears on the face of this PO. Information, advice, approvals, or instructions by Marshall University personnel or representatives, other than the Buyer, shall be deemed expressions of personal opinions only and shall not affect Marshall University and Vendor's rights and obligations hereunder unless set forth in a writing which is authorized by Marshall University Buyer, and which expressly states that it constitutes an official amendment or change order to this Contract or PO.
33. **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.
34. **Representative of Buyer:** Buyer designates in writing those persons authorized to sign purchase orders, contracts, or any legal binding document. All communications regarding the Order must be routed through the authorized representative of buyer referenced on the Order or Buyer's Procurement Department.
35. **Discrimination:** If applicable pursuant to regulations, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

## Appendix B

### SNOW REMOVAL AREAS

#### MARSHALL UNIVERSITY LOCATIONS

5<sup>th</sup> AVENUE METERS – JOAN C. EDWARD PERFORMING ARTS CENTER (JEPCAC)  
AREA

D-LOT METERS – 3<sup>RD</sup> AVENUE & 18<sup>TH</sup> STREET

STUDENT LOT – 6<sup>TH</sup> AVENUE & 18<sup>TH</sup> STREET

STUDENT & GENERAL – 5<sup>TH</sup> AVENUE & 20<sup>TH</sup> STREET

STUDENT 6<sup>TH</sup> AVENUE LOT & 19<sup>TH</sup> STREET

EMPLOYEE 5<sup>TH</sup> AVENUE LOT

EMPLOYEE 4<sup>TH</sup> AVENUE LOT

EMPLOYEE 3<sup>RD</sup> AVENUE LOTS

EMPLOYEE LOT BEHIND JOAN C. EDWARD PERFORMING ARTS CENTER

EMPLOYEE LOT – CAREER SERVICE CENTER

EMPLOYEE LOT – 17<sup>TH</sup> STREET & 6<sup>TH</sup> AVENUE

EMPLOYEE LOT – PUBLIC SAFETY & PARKING

EMPLOYEE LOT – MYERS HALL 6<sup>TH</sup> AVE & 18<sup>TH</sup> STREET

EMPLOYEE LOT – SHEWY BLDG – G LOTS – 3<sup>RD</sup> AVE & 21<sup>ST</sup> STREET

EMPLOYEE LOT – WEIGHT ROOM BLDG – G LOT 3<sup>RD</sup> AVE & 21<sup>ST</sup> STREET

EMPLOYEE LOT – 16<sup>TH</sup> STREET AND 5<sup>TH</sup> AVENUE

SOFTBALL FIELD – 3<sup>RD</sup> AVENUE

GENERAL PERMIT LOT – 5<sup>TH</sup> AVENUE & 19<sup>TH</sup> STREET

~~GENERAL 20<sup>TH</sup> STREET AND BUFFINGTON AVENUE~~ DELETE

GENERAL PERMIT – 22<sup>ND</sup> STREET AND 3<sup>RD</sup> AVENUE

RECEIVING 2<sup>ND</sup> AVENUE & 22<sup>ND</sup> STREET, SPACES FOR THE ART STUDIO SOUTH

SOUTH MAPLE, BTW 18<sup>TH</sup> & 19<sup>TH</sup> STREET, 5<sup>TH</sup> AVENUE

NORTH MAPLE, BTW 18<sup>TH</sup> & 19<sup>TH</sup> STREET, 5<sup>TH</sup> AVENUE

B-LOT- 5<sup>TH</sup> AVENUE & 17<sup>TH</sup> STREET CAMPUS

CHRISTIAN CENTER

C-LOT HANDICAPPED 3<sup>RD</sup> AVENUE BTW 17<sup>TH</sup> & 18<sup>TH</sup> STREET

D-LOT 3<sup>RD</sup> AVENUE & 18<sup>TH</sup> STREET BY GUICKINSON HALL (HANDICAPPED & REGULAR PARKING SPACES)

Lot behind College of Business - new building on 4th Avenue

Sports Medicine 2211 Third Avenue - loop in front of the Sports Medicine building

#### MARSHALL UNIVERSITY SCHOOL OF MEDICINE LOCATIONS

Erma Ora Byrd Clinical Center Upper and Lower Parking - 1249 15th Street

Douglas Center - around the main building and down the street - 1448 10th Avenue

ProAct Building - parking lot - 800 20th Street

## Appendix C



Estimate #4291  
Estimate Date 11/22/2024

Hi Marshall

Thank you for sharing interest in Brown Landscape Management. As requested, below is a Snow Removal Quote quote for your property.

Plowing of lots listed from University Price listed is per push More than one push may be required per storm/day.

\$6270 Per Push for Listed Lots

Sanding of lots Price is for 1 Sanding per lot

\$2300

Salt for 3 for SOM

\$805

Estimate given by Alex Brown

[www.landscapesbybrown.com](http://www.landscapesbybrown.com)

Contact us at 1(606) 928-0030  
[alex@landscapesbybrown.com](mailto:alex@landscapesbybrown.com)

1 of 1 | [View All](#) Some of the values entered as Search Criteria for UI secured field ...

Vendor/Customer

Menu

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
✓ VC0000137350	BROWN LANDSCAPE MANAGEMENT LLC	ALEX BROWN	Active	Inactive	

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▼ General Info

Vendor/Customer : VC0000137350	Restrict Use by Department : <input type="checkbox"/>
Legal Name : BROWN LANDSCAPE MAN/	Miscellaneous Account : <input type="checkbox"/>
Alias/DBA : ALEX BROWN	Internal Account : <input type="checkbox"/>
Vendor Active Status : Active	Third Party Only : <input type="checkbox"/>
Vendor Approval Status : Complete	Third Party Vendor : <input type="checkbox"/>
Customer Active Status : Inactive	Third Party Customer : <input type="checkbox"/>
Customer Approval Status : Incomplete	Inventory Customer : <input type="checkbox"/>
Location Name :	Healthcare Provider : <input type="checkbox"/>
First Name :	Never Archive : <input type="checkbox"/>
Middle Name :	Restrict VSS Access : No
Last Name :	Discontinue - No New Business : <input type="checkbox"/>
Company Name : BROWN LANDSCAPE MAN/	Prevent MA Reference : <input type="checkbox"/>
Previous Name :	PunchOut Enabled : <input type="checkbox"/>
Previous Street :	Re-PunchOut Enabled : <input type="checkbox"/>
Previous City :	Electronic Order Enabled : <input type="checkbox"/>
Previous State/Province :	W-9 Received : <input type="checkbox"/>
Previous Country :	W-9 Received Date : 12/21/2023
	W-8 Received : <input type="checkbox"/>
	W-8 Received Date :
	Accepts Credit Cards : <input type="checkbox"/>
	Active From : 01/09/2024
	Active To :
	Last Usage Date : 08/21/2024
	Department :
	Unit :

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▶ Disbursement Options

▶ Prenote/EFT

▶ Remittance Advice

▶ Vendor Terms

▶ Accounts Receivable

▶ eMALL

▶ Location Information

▶ Fee and Vendor Compliance Holds

Fee Exempt : <input type="checkbox"/>	Tax Clearance : <input type="checkbox"/>
Registration Application Date :	Unemployment Insurance : <input type="checkbox"/>
Registration Effective Date :	Worker's Compensation : <input type="checkbox"/>
Registration Expiration Date :	Secretary of State Registration : <input type="checkbox"/>
Pre-Registration Code :	Federal Debarred : <input type="checkbox"/>

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