Purchase Change Request

Marshall University
Office of Purchasing
One John Marshall Drive
Huntington, WV 25755-4100

Order # MU16LEDLIGHTING-A

FY	Buyer	Date	Account	P.O. Date	Contract
18	HRS	04/30/18	VARIOUS	5/03/16	

Document

- ☐ Requisition (Cancellation only)
- ☐ Regular Purchase Order
- ☐ Contract Purchase Order
- ☑ Open End Contract Purchase
- ☐ Agreement

Document Action

- ☐ Cancellation
- ☐ Increase/Decrease
- ☐ Unused Balance
- ☐ Freight
- ☑ Renewal
- ☐ Extension Error
- ☐ Error in Total Amount
- ☐ Change of Account
- ☐ Change of Vendor Name/Address
- ☐ Other

Vendor Name, Address, Phone #, etc. | Vendor Code

STATE ELECTRIC SUPPLY CO
2010 2ND AVENUE
PO BOX 5397
HUNTINGTON, WV 25703

Ph# (304) 523-7491 Fax: 304-528-0214 FEIN# 55-

BOG Unit Name & Address
Marshall University
Office of Purchasing
One John Marshall Drive
Huntington, WV 25755-4100

Item#	Quantity	Description of Change	Unit Price	Extended Price
		Change Order # 2 To renew the contract all in accordance with the terms, conditions and pricing contained in the original contract and authorized change order. Lighting Contract Effective Date: May 1, 2018 – April 30, 2019 Renewal #: 2 of 4 Remaining Renewals: 2		

Reason for Change:

Previous Total	$	OPEN-END
Increase	$	
Decrease	$	
New Total	$	OPEN-END

Approved: Stephanie A [illegible] 6-21-18
Authorized Signature Date

N/A
Attorney General **if** required Date

BOG 79

Purchasing Continuation Page

BOG 36 | Page # 2 | P.O. # MU16LEDLIGHTING-A c/o#2

Vendor: State Electric Supply Company

Organization Name: Marshall University

Item #	Quantity	Unit	Description	Unit Price	Amount
1		EA	MXLL15T8SE440-G T8 LED (10 YEAR WARRANTY)	8.80	
2a		EA	RABWP2LED24 Wall Pack LED 24 Watt (27W)	141.30	
2b		EA	RABWP2LED37 Wall Pack LED 37 Watt (43W)	141.30	
2c		EA	RABWP3LED55 Wall Pack LED 55 Watt (64W)	195.65	
3		EA	TCPLED5E26B1127K LED 5W Dim. Blunt Tip E26 2700K	4.88	
4		EA	TCPLED18A21DOD41K 18W LED A21 Lamp	12.83	
5		EA	RABVANLED20 LED Ceiling Mount 20W	161.96	
6		EA	RABSLIM18 18W LED Architectural WP	114.13	
7		EA	SATS9391 22W Post Top LED	42.93	
8		EA	LITDSXOLED Parking Lot Retro	673.91	
9		EA	Low Profile Lamp Holder – Non Shunted Socket	.45	
10		EA	STD Profile Lamp Holder – Non Shunted Socket	.45	
11		EA	VEOLIA BOX Recycling Box	44.00	
			Pricing brought forward from original contract		

STATE ELECTRIC SUPPLY CO.
CUSTOMER FOCUSED, QUALITY DRIVEN

2010 2nd Avenue • PO Box 5397 • Huntington, WV 25703 • Phone 304.523.7491 • Fax 304.528.0214

April 16, 2018

2018 APR 20 P 2:23

Travis Bailey

Director

Marshall University

RE: MU16LEDLIGHTING-A

The contract that was designated for Marshall University may be renewed with the same conditions and prices as the present.

Thank you.

Zach Goad

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: STATE ELECTRIC SUPPLY

Authorized Signature: _____ Date: 4/18/18

State of WV

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 18th day of April, 2018

My Commission expires June 21, 2020.

AFFIX SEAL HERE

NOTARY PUBLIC OFFICIAL SEAL
C. LINDA MEEHLING
State of West Virginia
My Comm. Expires Jun 21, 2020
State Electric Supply
PO Box 5397 Huntington, WV 25703

NOTARY PUBLIC C. Linda Meehling

Purchase Change Request

Marshall University
Office of Purchasing
One John Marshall Drive
Huntington, WV 25755-4100

Order # MU16LEDLIGHTING-A

FY	Buyer	Date	Account	P.O. Date	Contract
18	JB	8/5/17	Various	5/3/16	MU16LEDLIGHTING-A

Document

- ☐ Requisition (Cancellation only)
- ☐ Regular Purchase Order
- ☐ Contract Purchase Order
- ☒ Open End Contract Purchase
- ☐ Agreement

Document Action

- ☐ Cancellation
- ☐ Increase/Decrease
- ☐ Unused Balance
- ☐ Freight
- ☒ Renewal
- ☐ Extension Error
- ☐ Error in Total Amount
- ☐ Change of Account
- ☐ Change of Vendor Name/Address
- ☐ Other

Vendor Name, Address, Phone #, etc. | Vendor Code

State Electric
2010 – 2nd Avenue
Huntington WV 25703

Ph# 304-523-7491 FEIN# 55 0384235

BOT/BOD Unit Name & Address
Marshall University
Office of Purchasing
One John Marshall Drive
Huntington, WV 25755-4100

Item#	Quantity	Description of Change	Unit Price	Extended Price
		Change Order # 1 To renew the contract according to all terms, conditions, prices, and specifications contained in the original contract. Lighting Contract Effective Date: May 1, 2017 – April 30, 2018 Renewal: 1 of 4 Remaining Renewals: 3		

Reason for Change:

Renewal Letter attached.

Previous Total	$	Open End
Increase	$	
Decrease	$	
New Total	$	Open End

Approved: Stephanie R 8-7-17
Authorized Signature Date

N/A
Attorney General **if** required Date

Item	U/M	Part #	Description	Unit Cost
1.	each	MXLL15T8SE440-G	T8 LED (10 year warranty)	$ 8.80
2a.	each	RABWP2LED24	Wall Pack LED 24 Watt (27W)	141.30
2b.	each	RABWP2LED37	Wall Pack LED 37 Watt (43W)	141.30
2c.	each	RABWP3LED55	Wall Pack LED 55 Watt (64W)	195.65
3.	each	TCPLED5E26B1127K	LED 5W Dim. Blunt Tip E26 2700K	4.88
4.	each	TCPLED18A21DOD41K	18W LED A21 Lamp	12.83
5.	each	RABVANLED20	LED Ceiling Mount 20W	161.96
6.	each	RABSLIM18	18W LED Architectural WP	114.13
7.	each	SATS9391	22W Post Top LED	42.93
8.	each	LITDSX0LED	Parking Lot Retro	673.91
9.	each		Low Profile Lampholder – Non Shunted Socket	0.45
10.	each		STD Profile Lampholder – Non Shunted Socket	0.45
11.	each	VEOLIA BOX	Recycling Box	44.00

The Office of Purchasing will issue Purchase Orders from various Departments as notice to deliver. Do not order any items without a signed Purchase Order. The vendor will be responsible for housing these items if they do not have the proper documentation.

When invoicing, State Electric needs to show the assigned Purchase Order Number and Contract Number MU16LEDLIGHTING-A on invoice.

STATE ELECTRIC SUPPLY CO.
CUSTOMER FOCUSED, QUALITY DRIVEN

2010 2nd Avenue • PO Box 5397 • Huntington, WV 25703 • Phone 304.523.7491 • Fax 304.528.0214 • Nat Wats 1.800.624.3417

May 26, 2017

Dale Osburn

Director

Marshall University

RE: MU16LEDLIGHTING-A

The contract that was designated for Marshall University may be renewed with the same conditions and prices as the present contract.

Thank you.

Zach Goad.

MU16LEDLIGHTING-1
C/OH1

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: State Electric Supply

Authorized Signature: _____ Date: 5/23/17

State of WV

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 23rd day of May, 2017.

My Commission expires June 21, 2020.

AFFIX SEAL HERE

NOTARY PUBLIC OFFICIAL SEAL
C. LINDA MEEHLING
State of West Virginia
My Comm. Expires Jun 21, 2020
State Electric Supply
PO Box 5397 Huntington, WV 25703

NOTARY PUBLIC C. Linda Meehling

RECEIVED
2017 MAY 30 P 12:28
MARSHALL UNIVERSITY
OFFICE OF PURCHASING

UC Defaulted Accounts Search Results

Sorry, no records matching your criteria were found.

FEIN: 550384235
Business name: STATE ELECTRIC
Doing business as/Trading as:

Please use your browsers back button to try again.

WorkforceWV	Unemployment Compensation	Offices of the Insurance Commissioner

Purchase Order

Marshall University
Office of Purchasing
One John Marshall Drive
Huntington WV, 25755-4100
Direct all inquires regarding this order to: (304) 696-2823

Purchase Order
MU16LEDLIGHTING-A

TO:

State Electric
2010 -2nd Avenue
Huntington WV 25703

Vendor Code:

FEIN: 55 0384235 PH: 304-523-7491

Ship to:

n/a

Room #
n/a

THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS PRESENTED ON PAGE TWO HEREOF AND AS SET FORTH HEREIN

WVFIMS Account #:

P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	Contract #
5/3/16	16	jb				MU16LEDLIGHTING-A

CONTRACT ACCEPTANCE

On behalf of the Governing Board, MARSHALL UNIVERSITY hereby accepts the quotation of State Electric

for lighting to be used by various Departments of Marshall University

signed by Zachary Goad

Title Outside Sales

on February 16, 2016

Approved as to sufficiency of form and manner of execution
this n/a day of n/a, 2014.

n/a
Attorney General of the State of West Virginia

By: n/a
Chief Counsel

Effective Date: May 1, 2016 - April 30, 2017
Remaining Renewals: 4

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.	various	various	various	various
2.				
3.				
4.				

Total: Open End

Mail Original Invoice and 1 Copy to:
Marshall University Accounts Payable
One John Marshall Drive Huntington,
WV 25755-4500

Stephanie [illegible] 5-4-16
Authorized Signature Date

TERMS AND CONDITIONS

1. ACCEPTANCE: Vendor shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Vendor are objected to and are hereby rejected, unless otherwise provided for in writing by the Institution and approved by the Attorney General.

2. APPLICABLE LAW: The laws of the State of West Virginia and the Procedural Rules of the Higher Education Policy Commission shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.

3. ASSIGNMENT: Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Vendor without the Institution's consent.

4. INSTITUTION: For the purposes of these Terms and Conditions, the "Institution" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Vendor.

5. CANCELLATION: The Institution may cancel any Purchase Order/Contract upon 30 days written notice to the Vendor.

6. COMPLIANCE: Vendor shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the W. Va. Division of Labor, if applicable.

7. DELIVERY: For exceptions to the delivery date as specified in the Order, the Vendor shall give prior notification and obtain the approval of the Institution. Time is of the essence of this Order and it is subject to termination by the Institution for failure to deliver on time.

8. DISPUTES: Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.

9. HOLD HARMLESS: The Institution will not agree to hold the Vendor or any other party harmless because such agreement is not consistent with state law.

10. MODIFICATIONS: This writing is the parties' final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Institution.

11. NON-FUNDING: All services performed or goods delivered under this Purchase Order/Contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.

12. ORDER NUMBERS: Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and correspondence.

13. PAYMENTS AND INTEREST ON LATE PAYMENTS: Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.

14. RENEWAL: The Contract may be renewed only upon mutual written agreement of the parties.

15. REJECTION: All goods or materials purchased herein are subject to approval of the Institution. Any rejection of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, whether held by the Institution or returned to the Vendor, will be at the Vendor's risk and expense.

16. VENDOR: For the purposes of these Terms and Conditions, the "Vendor" means the vendor whose quotation, bid, proposal or expression of interest has been accepted and has received a lawfully issued Purchase Order from the Institution.

17. SHIPPING, PACKING, BILLING & PRICING: Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Institution.

18. TAXES: The State of West Virginia (the Institution) is exempt from Federal and State taxes and will not pay or reimburse such taxes.

19. TERMINATION: In the event of a breach by the Vendor of any of the provisions of this contract, the Institution reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Vendor. The Vendor shall be liable for damages suffered by the Institution resulting from the Vendor's breach of contract.

20. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Institution; (b) be merchantable and fit for; the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.

SCOPE OF WORK:

State Electric will deliver the lighting as listed on Page 4 of this document to various Departments of Marshall University.

Listed below are the Departments that are covered by this contract:

- Biotech
- Medical School Campus
- Mid-Ohio Valley Center Campus
- Physical Plant
- Residence Services
- South Charleston Campus
- VA Pharmacy School Campus

At any time, an additional building and/or location may be added.

The vendor will provide recycling boxes for lamps and will pick up recyclable lamp upon request.

The vendor will provide reports to Marshall University of the recycling process. The West Virginia Department of Environmental Protection, (WVDEP), requires all mercury containing bulbs to be disposed in accordance with WV Code §33-20-12 UNIVERSAL WASTE RULE/40 Part 273.

This is an Open End Contract with four (4) optional renewals.

PRICING

Item	U/M	Part #	Description	Unit Cost
1.	each	MXLL15T8SE440-G	T8 LED (10 year warranty)	$ 8.80
2a.	each	RABWP2LED24	Wall Pack LED 24 Watt (27W)	141.30
2b.	each	RABWP2LED37	Wall Pack LED 37 Watt (43W)	141.30
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4.	each	TCPLED18A21DOD41K	18W LED A21 Lamp	12.83
5.	each	RABVANLED20	LED Ceiling Mount 20W	161.96
6.	each	RABSLIM18	18W LED Architectural WP	114.13
7.	each	SATS9391	22W Post Top LED	42.93
8.	each	LITDSX0LED	Parking Lot Retro	673.91
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11.	each	VEOLIA BOX	Recycling Box	44.00

The Office of Purchasing will issue Purchase Orders from various Departments as notice to deliver. Do not order any items without a signed Purchase Order. The vendor will be responsible for housing these items if they do not have the proper documentation.

When invoicing, State Electric needs to show the assigned Purchase Order Number and Contract Number MU16LEDLIGHTING-A on invoice.

LIFE OF CONTRACT PAGE

LIFE OF CONTRACT: This contract becomes effective on 5/1/2016 and extends for a period of **one (1) year** or until such reasonable time thereafter as is necessary to obtain a new contract. Such "reasonable time" shall not exceed twelve (**12**) months upon expiration of one (**1**) year from the effective date of this contract by giving the Director of Purchasing thirty (**30**) days written notice.

RENEWAL: This contract may be renewed upon mutual written consent, submitted to the Director of Purchasing thirty (30) days prior to the date of expiration. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to four (4) successive one (1) year periods.

CANCELLATION: The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

OPEN MARKET CLAUSE: The Director of Purchasing may authorize a spending unit to purchase in the open market, without the filing of a requisition or cost estimate, items specified on this contract for immediate delivery in emergencies due to unforeseen causes (including but not limited to delays in transportation or an unanticipated increase in the volume of work).

TIME: Time consumed in delivery or performance is of the essence.

ORDERING PROCEDURE: Departments shall submit a requisition for commodities covered by this contract to the Purchasing office. Purchasing will then issue a purchase order to the vendor as authorization for shipment. If the vendor accepts credit cards, purchases may also be made using the P-card up to the established transaction limit for the department.

FUNDING PARAGRAPH: Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for these services, this contract becomes of no effect and is null and void after June 30.

INTEREST: Should this contract include a provision for interest on late payments, the agency agrees to pay the maximum legal rate under West Virginia Law. All other references to interest charges are deleted.

CONTRACT PRICING: Unless otherwise allowed by the Director of Purchasing, price increases will be approved only at the beginning of each renewal period. All adjustments will be made in dollars, not per cent. Requests for price increases must be received in writing by the Director at least thirty **(30)** days in advance of the effective date. Vendors may add products throughout the term of this contract when it is in the best interest of the University.
The Director at Marshall University will determine which products will be added. Price decreases will be "passed through" to Marshall University.