


<b>Purchase Change Request</b>		Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100	<b>Order #</b> MU17CEILING
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FY 20	Buyer HRS	Date 06/28/2019	Account Various	P.O. Date 06/27/16	Contract
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<b>Document</b> <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input checked="" type="checkbox"/> Open End Contract Purchase <input type="checkbox"/> Agreement	<b>Document Action</b> <input type="checkbox"/> Cancellation <input checked="" type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance <input type="checkbox"/> Freight <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Extension Error  <input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/Address <input type="checkbox"/> Other
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Vendor Name, Address, Phone #, etc. FPS Building and Development Inc. 1065 Ritter Drive Beaver, WV 25813  Ph# (304) 860-8601      Fax	Vendor Code	<b>BOG Unit Name &amp; Address</b> Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100  FEIN# 45-5228540
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Item#	Quantity	Description of Change	Unit Price	Extended Price
		<b>Change Order # <u>4</u></b>  To renew contract #MU17CEILING according to all terms, conditions, prices, and specifications contained in the original contract and authorized change orders, subject to the following price changes.  Ceiling Tile Installation Contract  Effective Date: July 1, 2019 - June 30, 2020  Renewal: 3 of 4 Remaining Renewals: (1) one		

Reason for Change: <b>Renewal and price increase.</b>	Previous Total      \$ <u>Open End</u> Increase                \$ _____ Decrease                \$ _____ New Total                \$ <u>Open End</u>
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Approved:  7.3.19  
 Authorized Signature Date

N/A  
 Attorney General if required Date

LABOR TO INSTALL GRID ONLY - PER SQUARE FT.					
2 x 4 x 15/16 grid layout					
#	HEIGHT	A - MASONRY		B - SHEETROCK	
		Now Reads	Change to Read	Now Reads	Change to Read
1-1	8 ft. height	1.19	1.25	1.08	1.13
1-2	10 ft. height	1.18	1.24	1.12	1.18
1-3	12 ft. height	1.24	1.30	1.18	1.24
2 x 2 x 15/16 grid layout					
1-4	8 ft. height	1.18	1.24	1.13	1.19
1-5	10 ft. height	1.24	1.30	1.17	1.23
1-6	12 ft. height	1.30	1.37	1.23	1.29
2 x 4 x 9/16 grid layout					
1-7	8 ft. height	1.10	1.16	1.05	1.10
1-8	10 ft. height	1.15	1.21	1.09	1.14
1-9	12 ft. height	1.20	1.26	1.13	1.19
2 x 2 x 9/16 grid layout					
1-10	8 ft. height	1.12	1.18	1.07	1.12
1-11	10 ft. height	1.16	1.22	1.11	1.17
1-12	12 ft. height	1.20	1.26	1.16	1.22
LABOR TO INSTALL CEILING TILE ONLY - PER SQUARE FT.					
SQUARE EDGE (2X2)		Now Reads		Change to Read	
2-1	8 ft. height	.75		.79	
2-2	10 ft. height	.78		.82	
2-3	12 ft. height	.82		.86	
SQUARE EDGE (2 X 4)		Now Reads		Change to Read	
2-4	8 ft. height	.44		.46	
2-5	10 ft. height	.47		.49	
2-6	12 ft. height	.50		.53	
REVEALED EDGE (2 X 2)		Now Reads		Change to Read	
2-7	8 ft. height	.86		.90	
2-8	10 ft. height	.91		.96	
2-9	12 ft. height	.96		1.01	
REVEALED EDGE (2 X 4)		Now Reads		Change to Read	
2-10	8 ft. height	.49		.51	
2-11	10 ft. height	.55		.58	
2-12	12 ft. height	.58		.61	
DEMOLITION - PER SQUARE FT.					
DEMOLITION OF CEILING TILE		Now Reads		Change to Read	
3-1	8 ft. height	.38		.40	
3-2	10 ft. height	.42		.44	
3-3	12 ft. height	.45		.47	
DEMOLITION OF CEILING GRID (2X2 OR 2X4)					
3-4	8 ft. height	.59		.62	
3-5	10 ft. height	.61		.64	
3-6	12 ft. height	.64		.67	
OTHER					
4-1	Hourly amount for additional work to be approved by the Physical Plant Department. (Quotation attached)			\$50/hour \$65/hour O.T.	

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: FPS Building & Development, Inc

Authorized Signature: [Signature] Date: 5/2/19

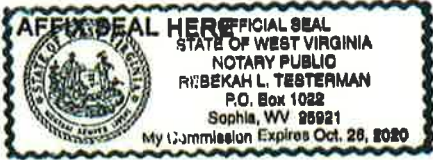
State of West Virginia

County of Raleigh, to-wit:

Taken, subscribed, and sworn to before me this 2nd day of May, 2019.

My Commission expires October 26, 2020.

RECEIVED  
MARSHALL UNIVERSITY  
OFFICE OF PURCHASING  
JUN 10 4 25



NOTARY PUBLIC Rebekah L. Testerman  
Purchasing Affidavit (Revised 01/19/2018)



Director of Physical Plant

April 18, 2019

Mr. James Grey  
FPS Building and Development Inc.  
1065 Ritter Drive  
Beaver, WV 25813

**RE: CONTRACT #MU17CEILING**

Dear Mr. Grey:

The above referenced contract expires on June 30, 2019. Marshall University wishes to extend the contract for ceiling tile installation.

Please annotate on the bottom of this letter, with letter, with your signature and date, if you agree to extend contract **MU17CEILING** effective July 1, 2019 – June 30, 2020 under the same terms and conditions. Enclosed is a Purchasing Affidavit which requires signature and notarization as well.

Please return the letter and the enclosures signed in the original to the noted below.

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

RECEIVED  
MARSHALL UNIVERSITY  
OFFICE OF PURCHASING  
2019 JUN 10 A 9 25

If you have any questions, please feel free to call me at 304-696-3032.

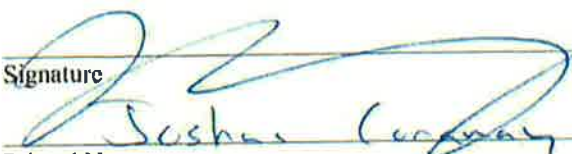
Sincerely,

Travis Bailey  
Physical Plant Director

I agree to extend the current contract # **MU17CEILING** for an additional 12 month period under the same terms and conditions.

\_\_\_ Yes \_\_\_ No

**Yes, subject to the following changes indicated below or in the attached letter.**

Signature  Date 5/2/19  
Printed Name Joshua Cooney  
Title President

Comments: 5% price increase on all labor services

**WE ARE... MARSHALL.**