

<b>Purchase Change Request</b>	 <b>M</b> <small>MARSHALL UNIVERSITY</small>	Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100	<b>Order #</b> MU17CEILINGTILE/B
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FY 18	Buyer JB	Date 6/26/17	Account Various	P.O. Date 7/15/16	Contract MU17CEILINGTILE/B
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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 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. Charleston Acoustics 1143 – 8 <sup>th</sup> Avenue Huntington WV 25701  Ph# 304-522-0715	Vendor Code   FEIN# 55 0569489	BOT/BOD Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
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Item#	Quantity	Description of Change	Unit Price	Extended Price
		<b>Change Order # <u>1</u></b>  To renew the contract according to all terms, conditions, prices, and specifications contained in the original contract including all authorized change orders.  Ceiling Tile Contract  Effective Date: July 1, 2017 – June 30, 2018  Renewal: 1 of 4 Remaining Renewals: 3		

Reason for Change:  Renewal Letter attached.	<table style="width:100%;"> <tr> <td>Previous Total</td> <td style="text-align: right;">\$ <u>Open End</u></td> </tr> <tr> <td>Increase</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Decrease</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>New Total</td> <td style="text-align: right;">\$ <u>Open End</u></td> </tr> </table>	Previous Total	\$ <u>Open End</u>	Increase	\$ _____	Decrease	\$ _____	New Total	\$ <u>Open End</u>
Previous Total	\$ <u>Open End</u>								
Increase	\$ _____								
Decrease	\$ _____								
New Total	\$ <u>Open End</u>								

Approved:  6/26/17  
 Authorized Signature Date

N/A  
 Attorney General if required Date

Pricing

	Brand	Description	UOM / Package	QTY 1-399
1	CertainTeed Performa Baroque BET157	2 x 2 x 5/8 sq. edge	Carton (64 sq. ft. /CTN)	\$25.92
2	CertainTeed Performa Baroque BET197	2 x 4 x 5/8 sq. edge	Carton (64 sq. ft. /CTN)	\$25.92
3	CertainTeed Performa Baroque BET154	2 x 2 x 5/8 sq. Reveal Edge	Carton (64 sq. ft. /CTN)	\$30.24
4	CertainTeed Performa Sand Micro SHM197	2 x 4 x 5/8 sq. edge	Carton (64 sq. ft. /CTN)	\$41.92
5	CertainTeed Performa Sand Micro SHM157	2 x 2 x 5/8 sq. edge	Carton (64 sq. ft. /CTN)	\$41.92
6	Glacier Ceiling Tile #707	2 x 2 x 3/4 sq. edge	NO BID	*
7	CertainTeed Performa Directional Fissured FH157	2 x 2 x 5/8 sq. edge	Carton (64 sq. ft. /CTN)	\$25.92
8	CertainTeed Performa Directional Fissured FH197	2 x 4 x 5/8 sq. edge	Carton (64 sq. ft. /CTN)	\$25.92
9	CertainTeed Performa Directional Fissured PFH197	2" x 4"x 5/8 Fire Rated	Carton (64 sq. ft. /CTN)	\$39.16
10	CertainTeed Performa Fine Fissured HHF154	2 x 2 x 5/8 Reveal Edge	Carton (64 sq. ft. /CTN)	\$34.56
11	CertainTeed Performa Cashmere Style Edge CMTS124	2 x 2 x 3/4 Tier Edge	Carton (56 sq. ft. /CTN)	\$103.04
12	CertainTeed Performa Cashmere CM454	2 x 2 x 3/4 Reveal Edge	Carton (56 sq. ft. /CTN)	\$62.00
13	Gold Bond Grid Stone Gypsum Ceiling Panels GB5045	1/2" x 2' x 4"	4 pcs./bundle 40 bundles/unit	\$20.79
14	CertainTeed Elite Narrow Stab System ES121218	12' main runner	Piece (PC)	\$4.86
15	CertainTeed Elite Narrow Stab System ES21212	2' tee	Piece (PC)	\$0.81
16	CertainTeed Elite Narrow Stab System ES41212	4' tee	Piece (PC)	\$1.62
17	CertainTeed Elite Narrow Stab System WA15-9	Wall angle 12'	Piece (PC)	\$3.24
18	CertainTeed Classic Stab System CS121215	12' main tee	Piece (PC)	\$4.45
19	CertainTeed Classic Stab System CS21212	2' tee	Piece (PC)	\$0.74
20	CertainTeed Classic Stab System CS41212	4' tee	Piece (PC)	\$1.48
21	CertainTeed Classic Stab System WA15-15	Wall angle 12' Main	Piece (PC)	\$2.92
22	CertainTeed Classic Aluminum Capped Stab System ACS12	12' Main Runner	Piece (PC)	\$6.00
23	CertainTeed Classic Aluminum Capped Stab System ACS4	4' Tee	Piece (PC)	\$2.00
24	CertainTeed Classic Aluminum Capped Stab System ACS2	2' Tee	Piece (PC)	\$1.00
25	CertainTeed Classic Aluminum Capped Stab System WA15-15	12' Wall Angle	Piece (PC)	\$3.60
26	R51512	12' Main Tee		*
27	R51513	4' Cross Tee		*
28	R51514	2' Cross Tee		*
29	R51519	12" Wall Angle		*
30	R51522	2' Machine Cross Tee		*

CertainTeed are alternate items from RFB MU17CEILINGTILE. Item # 13 is the exact brand item.

\*Items 6 and 26-30 are listed on contract MU17CEILINGTILE/A

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 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 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: Charleston Acoustics

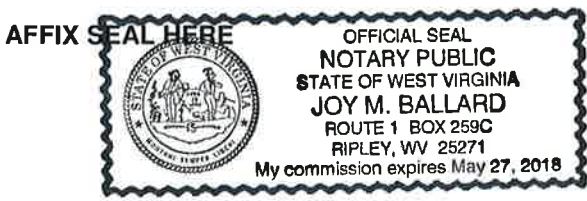
Authorized Signature: [Signature] Date: 6-1-17

State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 1st day of June, 2017.

My Commission expires May 27, 2018.



NOTARY PUBLIC [Signature]  
Purchasing Affidavit (Revised 08/01/2015)



Open-End Contract for Ceiling Tile and Suspension Systems As-Needed

Vendor to supply Ceiling and Suspension Systems and items as indicated herein. Materials will be delivered to the job-site within the proposed timeframe, as approved by the assigned University representative.

Estimated delivery time after receipt of order is 24 hours to 1-3 days or sooner.

No Freight Charges

## Pricing

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## Charleston Acoustics

## PURCHASING CONTINUATION SHEET

The vendor warrants that all goods and services furnished will be designed, constructed, and performed so as to comply with the William Steiger Occupational Safety and Health Act of 1970, as amended from time to time, and the rules, regulations, and standards issued thereunder by any applicable governmental authority which as of the date of this agreement will apply to the goods and services furnished hereunder.

The vendor warrants that all chemical substances sold by it to Marshall University comply with and are inventoried or registered pursuant to the requirements of the Toxic Substance Control Act, and rules and regulations issued thereunder by all applicable governmental authorities.

The vendor shall furnish Marshall University Safety Office with a Material Safety Data Sheet (MSDS OSHA Form 20) disclosing all potentially hazardous substances in any product which the vendor sells or offers for sale to Marshall University. Potentially hazardous substances shall include but shall not be limited to those substances regulated under 29CFR1910.1200.

It is the intention of Marshall University not to purchase any products which contain asbestos or asbestos components in the equipment or materials to be supplied by the vendor. The vendor warrants that all equipment and materials to be supplied by the vendor under this contract are free of asbestos, except in the extent that such asbestos is specifically identified in writing by the vendor and specifically accepted in writing by the University.

Charleston Acoustics

**LIFE OF CONTRACT PAGE**

**LIFE OF CONTRACT:** This contract becomes effective on 7-1-2016 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.



Charleston Acoustics

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Charleston Acoustics

Authorized Signature: [Signature] Date: 5-27-16

State of West Virginia

County of cabell, to-wit:

Taken, subscribed, and sworn to before me this 27<sup>th</sup> day of MAY, 2016.

My Commission expires 06/02/2016, 2016.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** [Signature]



## UC Defaulted Accounts Search Results

Sorry, no records matching your criteria were found.

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FEIN: 550569489  
Business name: CHARLESTON ACOUSTICS  
Doing business  
as/Trading as:

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Please use your browsers back button to try again.

<a href="#">Workforce WV</a>	<a href="#">Unemployment Compensation</a>	<a href="#">Offices of the Insurance Commissioner</a>
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