


<b>Purchase Change Request</b>	 Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100	<b>Order #</b>  MU17ELEVATOR
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FY 2018	Buyer HRS	Date 02/14/2018	Account VARIOUS	P.O. Date 11/13/2016	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 Order <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 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 checked="" type="checkbox"/> Other
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Vendor Name, Address, Phone #, etc.  OTIS ELEVATOR 4768 CHIMNEY DR CHARLESTON, WV 25302  Ph# (304)965-2780      Fax: (304) 965-2787	Vendor Code  FEIN# 13-5583389	BOG 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
		Change Order # <u>5</u>  To renew the existing contract MU17ELEVATOR between Marshall University and Otis Elevator for a One (1) year period effective March 1, 2018 - February 28, 2019 according to all terms, conditions, prices, and specifications contained in the original contract including all authorized change orders.  Renewal: 1 of 4 Remaining Renewals: 3		

Reason for Change: To Renew Contract	Previous Total      \$ <u>Open-End</u> Increase                \$      _____ Decrease                \$      _____ New Total                \$ <u>Open-End</u>
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Approved:  2-14-18  
 Authorized Signature Date

N/A  
 \_\_\_\_\_  
 Attorney General if required Date

1. PRICING  
1.1 MAINTENANCE

Academic and Administrative Bldgs. Forensic Science Bldg. – Huntington

Item#	Elevator	Building	Brand	Type	Monthly	Yearly
#1-1	D91076	Bio Med	Thyssen-Krupp	Hydraulic	\$100.00	\$1,200.00
#1-2	D91077	Biotechnology Building BIO MED 1	Thyssen-Krupp	Hydraulic	\$100.00	\$1,200.00
#1-3	D91078	Biotechnology Building BIO MED 2	Thyssen-Krupp	Hydraulic	\$100.00	\$1,200.00
#1-4	D91079	Biotechnology Building BIO MED 3	Thyssen-Krupp	Hydraulic	\$100.00	\$1,200.00
#1-5	C30392	East Hall #1	Cotton	Hydraulic	\$100.00	\$1,200.00
#1-6	C30390	Corbly Hall East ELV 2	Dover	Hydraulic	\$100.00	\$1,200.00
#1-7	C30391	Corbly Hall West ELV 1	Dover	Hydraulic	\$100.00	\$1,200.00
#1-8	D08118	Drinko Library LIB DMC #1	Dover	Hydraulic	\$100.00	\$1,200.00
#1-9	D08119	Drinko Library LIB DMC #2	Dover	Hydraulic	\$100.00	\$1,200.00
#1-10	D08120	Drinko Library LIB FRT	Dover	Hydraulic	\$100.00	\$1,200.00
#1-11	C07373	Fine Arts	Dover	Hydraulic	\$100.00	\$1,200.00
#1-12	C07374	Fine Arts	Dover	Hydraulic	\$100.00	\$1,200.00
#1-13	C30381	Harris Hall	Armor	Hydraulic	\$100.00	\$1,200.00
#1-14	F15520	Harris Hall -2	Thyssen-Krupp	Hydraulic	\$100.00	\$1,200.00
#1-15	C30382	Jenkins Hall	Dover	Hydraulic	\$100.00	\$1,200.00
#1-16	D26035	Jamie Jazz Center JAOMI JAZZ CTR.	Dover	Hydraulic	\$100.00	\$1,200.00
#1-17		Morrow Library	Inclinorator	Wheel Chair	\$100.00	\$1,200.00
#1-18	C30373	Morrow Library East	Dover	Hydraulic	\$100.00	\$1,200.00
#1-19	D30374	Morrow Library West OLD LIBRY WEST	Dover	Hydraulic	\$100.00	\$1,200.00
#1-20	D18292	Old Main OLD MAIN HYDRO	Otis	Hydraulic	\$100.00	\$1,200.00
#1-21	C30384	Prichard Hall Hydro	Cotton	Hydraulic	\$100.00	\$1,200.00
#1-22	C30385	Prichard Hall Traction	Westinghouse	Cable	\$196.00	\$2,352.00
#1-23		REDC	Plunger Lift	Hydraulic	\$100.00	\$1,200.00
#1-24	C07371	Science Hall East	Dover	Hydraulic	\$100.00	\$1,200.00
#1-25	C07372	Science Hall West	Dover	Hydraulic	\$100.00	\$1,200.00
#1-26	C46263	Smith Hall RH NEW S. ELV	Dover	Cable	\$196.00	\$2,352.00
#1-27	C46264	Smith Hall MID NEW ELV	Dover	Cable	\$196.00	\$2,352.00
#1-28	C46265	Smith Hall LH NEW ELV	Dover	Cable	\$196.00	\$2,352.00
#1-29	C30389	Smith Hall – Old Music Hall	Dover	Cable	\$196.00	\$2,352.00
#1-30	C30388	Smith Music Hall	Haughton	Hydraulic	\$100.00	\$1,200.00
#1-31	C30395	Sorrell Maintenance Lift 1 Maint Bldg.	Plunger Lift	Hydraulic	\$100.00	\$1,200.00
#1-32	616657	Visual Arts ELV 2	Otis	Gen 2	\$196.00	\$2,352.00
#1-33	615656	Visual Arts ELV 1	Otis	Gen 2	\$196.00	\$2,352.00
#1-34		Weisberg Engineering	Otis	Gen 2	\$196.00	\$2,352.00
#1-35		Weisberg Engineering	Otis	Gen 2	\$196.00	\$2,352.00
#1-36		Weisberg Engineering	Otis	Gen 2	\$196.00	\$2,352.00
#1-37	F55835	Welcome Center	Thyssen-Krupp	Hydraulic	\$100.00	\$1,200.00
Athletics						
#2-1	C07368	Stadium	Dover	Cable	\$196.00	\$2,352.00
#2-2	C07369	Stadium	Dover	Cable	\$196.00	\$2,352.00
#2-3		Stadium	Thyssen-Krupp	Cable	\$196.00	\$2,352.00
#2-4	C07370	Facilities Bldg. (Shcwey Building)	Dover	Hydraulic	\$100.00	\$1,200.00
#2-5	901156	Henderson Center	Otis	Hydraulic	\$100.00	\$1,200.00
#2-6	N/A	Chris Cline Athletic Complex (Indoor Practice Facility)	Still under warranty – not added to contract at this time			

Forensics						
Item#	Elevator	Building	Brand	Type	Monthly	Yearly
#3-1	D90117	Forensic Science Building FORENSIC 1	Thyssen-Krupp	Hydraulic	\$100.00	\$1,200.00
#3-2	243981	Forensic Science Annex FORENSIC 2	Otis	Hydraulic	\$100.00	\$1,200.00
Housing and Residence Life (HRL) – Huntington						
Item#	Elevator	Building	Brand	Type	Monthly	Yearly
#4-1	C30379	Buskirk Hall West BUSKIRK WEST	Otis	Cable	\$196.00	\$2,352.00
#4-2	C30380	Buskirk Hall East BUSKIRK			\$196.00	\$2,352.00
#4-3	206818	Holderby Hall East HOLDERBY EAST	Otis	Cable	\$196.00	\$2,352.00
#4-4	206819	Holderby Hall West HOLDERBY WEST	Otis	Cable	\$196.00	\$2,352.00
#4-5	205416	Holderby Hall Cafe (Freight) HOLDERBY CAFE	Otis	Cable	\$196.00	\$2,352.00
#4-6	207004	Twin Towers East -1 TWIN TWR E #1	Otis	Cable	\$280.00	\$3,360.00
#4-7	207005	Twin Towers East -2 TWIN TWR E #2	Otis	Cable	\$280.00	\$3,360.00
#4-8	207006	Twin Towers East -3 TWIN TWR E #3	Otis	Cable	\$280.00	\$3,360.00
#4-9	207007	Twin Towers West -1 TWIN TWR W #1	Otis	Cable	\$280.00	\$3,360.00
#4-10	207008	Twin Towers West -2 TWIN TWR W #2	Otis	Cable	\$280.00	\$3,360.00
#4-11	207009	Twin Towers West -3 TWIN TWR W #3	Otis	Cable	\$280.00	\$3,360.00
#4-12	F21188	Wellman Hall WELLMAN	Schindler	Hydraulic	\$100.00	\$1,200.00
#4-13	F21190	Gibson Hall GIBSON	Schindler	Hydraulic	\$100.00	\$1,200.00
#4-14	F21191	Haymaker Hall HAYMAKER	Schindler	Hydraulic	\$100.00	\$1,200.00
#4-15	F21192	Willis Hall WILLIS	Schindler	Hydraulic	\$100.00	\$1,200.00
#4-16		Buskirk Wheelchair			\$100.00	\$1,200.00
Auxiliary Services – Huntington						
Item#	Elevator	Building	Brand	Type	Monthly	Yearly
#5-1	D17469	Memorial Student Center STUD. CENTR FRT	White	Hydraulic	\$100.00	\$1,200.00
#5-2	C30360	Memorial Student Center Rec Rm PASS REC RM	White	Hydraulic	\$100.00	\$1,200.00
#5-3	C30361	Memorial Student Center Bookstore SVC BOOKSTORE SVC	White	Hydraulic	\$100.00	\$1,200.00
#5-4	C30359	Memorial Student Center Kitchen MEM SS KITCHEN	PFlow Industries	Lift	\$100.00	\$1,200.00
School of Medicine – Spring Valley						
Item#	Elevator	Building	Brand	Type	Monthly	Yearly
#6-1	C45770	Medical Education Bldg. 1543 SPRINGVALY	Murphy	Hydraulic	\$100.00	\$1,200.00
#6-2	C45771	Medical Education Bldg. 1542 SPRINGVALY	Murphy	Hydraulic	\$100.00	\$1,200.00
MU School of Medicine – Huntington						
Item#	Elevator	Building	Brand	Type	Monthly	Yearly
#7-1	D08121	Medical Education Bldg. DUPLEX 1	Thyssen-Krupp	Hydraulic	\$100.00	\$1,200.00
#7-2	D08123	Medical Education Bldg. DUPLEX 2	Thyssen-Krupp	Hydraulic	\$100.00	\$1,200.00
#7-3	D08124	Medical Education Bldg. SINGLE FRNT 1	Thyssen-Krupp	Hydraulic	\$100.00	\$1,200.00
#7-4	D08125	Medical School FRT	Dover	Cable	\$196.00	\$2,352.00
#7-5	D26627	Medical School MED SCHOOL T50	Dover	Cable	\$196.00	\$2,352.00
#7-6	D26645	Medical School CLINICAL 1	Dover	Cable	\$196.00	\$2,352.00
#7-7	D26646	Medical School CLINICAL 2	Dover/Thyssen-Krupp	Cable	\$196.00	\$2,352.00
#7-8	D26793	Medical School CLINICAL FRT	Thyssen-Krupp	Cable	\$196.00	\$2,352.00
#7-9		Douglass Centre	Schindler	Hydraulic	\$100.00	\$1,200.00
Public Safety – Huntington						
Item#	Elevator	Building	Brand	Type	Monthly	Yearly
#8-1	D78213	Parking Garage 3rd Avenue E. PKG	Thyssen-Krupp	Hydraulic	\$100.00	\$1,200.00
#8-2	D78216	Parking Garage 3rd Avenue W. PKG			\$100.00	\$1,200.00
#8-3	F44264	Parking Garage 6TH AVE GRG #1	Thyssen-Krupp	Hydraulic	\$100.00	\$1,200.00
#8-4	F44552	Parking Garage 6TH AVE GRG #2			\$100.00	\$1,200.00

1.1. ADDITION OR DELETION OF ELEVATOR UNITS

The elevators to be serviced and maintained under this contract are specified above. Any unit added or deleted by the University from original listing will result in an equitable adjustment to the contract price. If added, the price will be negotiated by the parties. If a unit is deleted, the price as then in effect on said individual unit will be prorated over the remainder of the term of this agreement, and so subtracted from the amount due under this agreement. If the University chooses to modernize any unit, the modernized unit may be deleted by the University from the agreement for the term of the warranty period of the modernized elevator.

1.2. NON-ROUTINE / MATERIALS

Item#	Description	Amount	Unit of Measure
#9-1	Non-Routine Repairs Mechanic Helper / Emergency / On-Call Mechanic Helper (off-site) / Stand-By Mechanic Helper	\$128.00	Hourly
#9-2	Non-Routine Repairs Mechanic / On-Call Mechanic (off-site) / Stand-By Mechanic / Emergency	\$160.00	Hourly
#9-3	Non-Routine Repairs Mechanic Helper Saturday/Sunday/On-Call Mechanic Helper (off-site) Saturday/Sunday/ Stand-By Mechanic Helper	\$256.00	Hourly
#9-4	Non-Routine Repairs Mechanic Saturday/Sunday/On-Call Mechanic (off-site) Saturday/Sunday Stand-By Mechanic Saturday/Sunday/ Non-Routine Repairs Mechanic Holiday / On-Call Mechanic (off-site) Holiday / Stand-By Mechanic Holiday	\$320.00	Hourly

10-1 QUOTATIONS

When an identified need for repair or replacement is determined to fall outside the scope of covered maintenance, the contractor shall provide:

- A written assessment of the extent and scope of the repair.
- A written timeline to complete the repair.
- A written price estimate.

The price estimate shall include the cost of parts, and all labor and travel, but shall not include "per diem" costs for meals and lodging. Thresholds of spend dictate whether the work will be assigned to the contractor or if bids are required. If the proposed cost is determined to be fair and reasonable, and the cost falls below the threshold of bidding out, the University will proceed to assign the work to the contractor. If the cost falls above the threshold, the University will determine if a bid is needed.

**No work shall be performed** until the University issues a written notice to proceed to the contractor.

11-1 MATERIALS

Contractor markup on materials required to perform the services described herein shall be fixed for the term of the agreement. In no case, shall contractor's mark up for materials exceed fifteen percent (15%).



Director of Physical Plant

December 6, 2017

Mr. Eric Painter  
Otis Elevator Co.  
4768 Chimney Drive  
Charleston, WV 25302

Contract: MU17ELEVATOR

Dear Mr. Painter:

I am writing with regard to our contract which expires on February 28, 2018.

This contract is for elevator maintenance on the campus of Marshall University, Huntington, West Virginia.

The renewal clause states that the contract may be renewed upon mutual written consent, with the same conditions and price as the present contract. If you wish to renew exactly as the contract states, please send me a letter so stating as soon as possible along with the **attached signed/notarized No Debt Affidavit** so that we may process a renewal. If you do not wish to renew, please advise me immediately so that we can take steps to place this contract out for bid.

Sincerely,

Travis Bailey  
Interim Director

TB:dw

Attachment

C: D. Wiley

**WE ARE... MARSHALL.**

**Otis Elevator Company**

North American Area  
4768 Chimney Drive  
Charleston, WV 25302  
304-965-8180  
Fax 304-965-2787



**Otis**

A United Technologies Company

December 12, 2017

Mr. Travis Bailey  
Marshall University  
400 Hal Greer Boulevard  
Huntington, WV 25703

Reference: **Marshall University**  
Elevator Maintenance Renewal  
Contract #MU17ELEVATOR, Otis Contract NBH-5026A, B, C, D, E, F, H, I

Dear Ms. Burcham:

Otis agrees to renew the existing elevator maintenance contract #MU17ELEVATOR, Otis Contract #NBH-5026A, B, C, D, E, F, H, I under the same terms and conditions, from March 1, 2018 through February 28<sup>th</sup>, 2019.

Otis appreciates your business and would like to thank you for using Otis for your Elevator servicing needs. Please call with any questions

Sincerely,  
OTIS ELEVATOR COMPANY

A handwritten signature in black ink that reads "Eric Painter". The signature is written in a cursive, flowing style.

Eric Painter  
Sales Manager

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 OTHER 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: ODIS ELEVATOR

Authorized Signature: [Signature] Date: 12/12/17

State of WV

County of WOOD, to-wit:

Taken, subscribed, and sworn to before me this 12 day of December, 2017.

My Commission expires 05/07/2020, 20  .

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

[Signature: Tanya Williams]  
Purchasing Affidavit (Revised 07/07/2017)

