


Purchase Change Request			 Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100		Order # MU17ELEVATOR		
FY 2020	Buyer DG	Date 2/24/2020	Account Various	P.O. Date 11/13/2016	Contract MU17ELEVATOR		
Document <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			Document Action <div style="display: flex; justify-content: space-between;"> <div> <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 </div> <div> <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 </div> </div>				
Vendor Name, Address, Phone #, etc. OTIS ELEVATOR COMPANY 4768 CHIMNEY DRIVE CHARLESTON, WV 25302			Vendor Code		BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100		
Ph# (304) 965-2780		Fax		FEIN# 13-5583389			
Item#	Quantity	Description of Change			Unit Price	Extended Price	
		<p style="text-align: center;">Change Order # 9</p> <p>To renew the existing contract MU17ELEVATOR between Marshall University and Otis Elevator for a One (1) year period effective March 1, 2020 through February 28, 2021, all in accordance with the same terms and conditions, prices, and specifications contained in the original contract and all authorized change orders.</p> <p>Renewal # 3 of 4 Renewals Remaining: one (1)</p>					
Reason for Change: Contract Renewal, Otis Contract #NBH-5026A,B,C,D,E,F,H,I				Previous Total		\$ Open End	
				Increase		\$	
				Decrease		\$	
				New Total		\$ Open End	

Approved:

Authorized Signature

Angela White Negf

2/24/20

Date

N/A

Attorney General if required

Date

PRICING						
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	Inclinators	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	D91D76	Chris Cline Athletic Complex (Indoor Practice Facility)			\$100.00	\$1,200.00

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 EAST			Combined with 4-1	
#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 Lift added			Quote	
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 Center	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				
#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				

Item#	Non Routine Repairs / Materials	Now Reads	Change to Read	Unit of Measure
#9-1	Non-Routine Repairs Mechanic Helper / Emergency / On-Call Mechanic Helper (off-site) / Stand-By Mechanic Helper	\$128.00	\$144.00	Hourly
#9-2	Non-Routine Repairs Mechanic / On-Call Mechanic (off-site) / Stand-By Mechanic / Emergency	\$160.00	\$180.00	Hourly
#9-3	Non-Routine Repairs Mechanic Helper Saturday/Sunday/On-Call Mechanic Helper (off-site) Saturday/Sunday/ Stand-By Mechanic Helper	\$256.00	\$288.00	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	\$360.00	Hourly
#10:	<p>QUOTATIONS:</p> <p>When an identified need for repair or replacement is determined to fall outside the scope of covered maintenance, the contractor shall provide:</p> <ul style="list-style-type: none"> • A written assessment of the extent and scope of the repair. • A written timeline to complete the repair. • A written price estimate. <p>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.</p> <p><u>No work shall be performed</u> until the University issues a written notice to proceed to the contractor.</p>			
#11:	<p>MATERIALS</p> <p>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%).</p>			
#12:	<p>ADDITION OR DELETION OF ELEVATOR UNITS</p> <p>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.</p>			



Office of Purchasing

February 6, 2020

Otis Elevator Company
4768 Chimney Drive
Charleston, WV 25302

Re: Contract Renewal for MU17ELEVATOR

To Whom It May Concern:

The above referenced contract expires February 29, 2020. Marshall University wishes to renew the contract for Elevator Maintenance.

Please annotate on the bottom of this letter, with your signature and date, if you agree to renew contract **MU17ELEVATOR** effective March 1, 2020 through February 28, 2021 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

If you have any questions, please feel free to call me at 304-696-8853.

Sincerely,

Brianna Salyers
Purchasing Agent

I agree to renew the current contract # **MU17ELEVATOR** for an additional twelve (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

February 11, 2020

Date

Will Huffman
Printed Name

General Manager
Title

Comments:

WE ARE... MARSHALL.

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: Otis Elevator Company
Authorized Signature: Will Huffman Will Huffman Date: 02/12/2020
General Manager
State of Virginia
City of Richmond County of Richmond, to-wit:

Taken, subscribed, and sworn to before me this 12 day of February, 2020

My Commission expires 10/31/2023, 20

AFFIX SEAL HERE

NOTARY PUBLIC

Purchasing Affidavit Revised 01/19/2018

