


Purchase Change Request				Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100		Order # MU17ELEVATOR	
FY 20	Buyer MW	Date 06/04/2020	Account	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 <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				
Vendor Name, Address, Phone #, etc. OTIS ELEVATOR COMPANY 4768 CHIMNEY DRIVE CHARLESTON, WV 25302			Vendor Code 13-5583389	BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100			
Ph#	Fax	FEIN# 13-5583389					
Item#	Quantity	Description of Change			Unit Price	Extended Price	
		<p align="center">Change Order # <u>10</u></p> <p align="center">ELEVATOR SERVICE AND REPAIR CONTRACT</p> <p>The purpose of this amendment is to add (3) additional elevators to contract MU17ELEVATOR, all in accordance with the same terms and conditions contained in the original agreement.</p> <p>This addendum is to add the following elevator units and their pricing to this contract.</p> <p>Old Main: Unit U1A247, \$350/monthly; reference contract NBH05026A</p> <p>Medical Campus 1: Unit 654647, \$350/monthly; reference contract NBH05026D Unit 654648, \$350/monthly; reference contract NBH05026D</p> <p>Effective date of change is 06/04/2020.</p> <p>Term of contract: March 1, 2020 through February 28, 2021.</p>					
Reason for Change: Add (3) new elevators to Otis contract #NBH-5026A,B,C,D,E,F,H,I					Previous Total	\$ <u>Open-end</u>	
					Increase	\$ _____	
					Decrease	\$ _____	
					New Total	\$ <u>Open-end</u>	

Approved: Michelle Wheeler 06/04/2020
 Authorized Signature Date

N/A _____
 Attorney General if required Date

MU17ELEVATOR C/O# 10

Academic and Administrative Bldgs. Forensic Science Bldg. - Huntington						
Item#	Elevator	Building	Brand	Type	Monthly	Yearly
#1-1	D91076	BioMed	Thyssen-Krupp	Hydraulic	\$100.00	\$1,200.00
#1-2	D91077	Biotechnology Building BIO MED1	Thyssen-Krupp	Hydraulic	\$100.00	\$1,200.00
#1-3	D91078	Biotechnology Building BIO MED2	Thyssen-Krupp	Hydraulic	\$100.00	\$1,200.00
#1-4	D91079	Biotechnology Building BIO MED3	Thyssen-Krupp	Hydraulic	\$100.00	\$1,200.00
#1-5	C30392	East Hall #1	Colton	Hydraulic	\$100.00	\$1,200.00
#1-6	C30390	Corby Hall East Elv 2	Dover	Hydraulic	\$100.00	\$1,200.00
#1-7	C30391	Corby Hall East Elv 1	Dover	Hydraulic	\$100.00	\$1,200.00
#1-8	D08118	Drinko DMC 1	Dover	Hydraulic	\$100.00	\$1,200.00
#1-9	D08119	Drinko DMC 2	Dover	Hydraulic	\$100.00	\$1,200.00
#1-10	D08120	Drinko DMC 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	Jomie Jazz Center	Dover	Hydraulic	\$100.00	\$1,200.00
#1-17		Morrow Lib.	Inclinor	Wheel Chair	\$100.00	\$1,200.00
#1-18	C30373	Morrow Lib. East	Dover	Hydraulic	\$100.00	\$1,200.00
#1-19	D30374	Morrow Lib. OLD LIB. West	Dover	Hydraulic	\$100.00	\$1,200.00
#1-20	D18292	Old Main HYDRO	Otis	Hydraulic	\$100.00	\$1,200.00
#1-21	C30384	Prichard Hall Hydro	Colton	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.	Dover	Cable	\$196.00	\$2,352.00
#1-27	C46264	Smith Hall MID NEW	Dover	Cable	\$196.00	\$2,352.00
#1-28	C46265	Smith Hall LH NEW	Dover	Cable	\$196.00	\$2,352.00
#1-29	C30389	Smith Hall Music Old Music Hall	Dover	Cable	\$196.00	\$2,352.00
#1-30	C30388	Smith Hall Music	Houghton	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 2	Otis	Gen 2	\$196.00	\$2,352.00
#1-33	615656	Visual Arts 1	Otis	Gen 2	\$196.00	\$2,352.00

MU17ELEVATOR C/O# 10

#5-3	C30361	Memorial Studen Center Bookstore	White	Hydraulic	\$100.00	\$1,200.00
#5-4	C30359	Memorial Student Center Kitchen	Pflow Industries	Lift	\$100.00	\$1,200.00
School of Medicine -Spring Valley						
#6-1	C45770	Medical Education Bldg 1543	Murphy	Hydraulic	\$100.00	\$1,200.00
#6-2	C45771	Medical Education Bldg 1542	Murphy	Hydraulic	\$100.00	\$1,200.00
MU School of Medicine -Huntington						
#7-1	D08121	Medical Ed. Bldg Duplex 1	Thyssen-Krupp	Hydraulic	\$100.00	\$1,200.00
#7-2	D08123	Medical Ed. Bldg Duplex 2	Thyssen-Krupp	Hydraulic	\$100.00	\$1,200.00
#7-3	D08124	Medical Ed Bldg Single Front 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 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
#7-10	654647	SoM	Otis	Traction	\$350.00	
#7-11	654648	SoM	Otis	Traction	\$350.00	
Public Safety						
#8-1	D78213	Parking Garage 3rd Ave East	Thyssen-Krupp	Hydraulic	\$100.00	\$1,200.00
#8-2	D78216	Parking Garage 3rd Ave West				
#8-3	F44264	Parking Garage 6th Ave. #1	Thyssen-Krupp	Hydraulic	\$100.00	\$1,200.00
#8-4	F44552	Parking Garage 6th Ave. #2				



DATE: 05/07/2020

TO: Marshall University
One John Marshall Dr
Huntington, WV 257550003

FROM: Otis Elevator Company
4768 Chimney Drive
Charleston, WV 25302

EQUIPMENT LOCATION: MARSHALL MEDICAL CAMPUS 1
14th Street And Char
Huntington, WV 25701

Caleb Wilkinson
Phone: (304) 741-3397

CONTRACT NUMBER: NBH05026D

CONTRACT DATE: 09/01/2016

We propose the following modification to the Contract referred to above, to take effect as of: 7/11/2020

Machine numbers 654647 and 654648 will be added to the existing contract at \$350.00 each per month. (\$700.00)
This proposal, when accepted by you below and approved by our authorized representative, will become binding as an addendum and modification to the Contract. All other terms, conditions and obligations in the Contract referred to are to remain in full force and effect. This quotation is valid for ninety (90) days from the proposal date.

Submitted by: Caleb Wilkinson
Title: Sr. Account Manager
E-mail: caleb.wilkinson@otis.com

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Otis Elevator Company

Approved by Authorized Representative

Date: 06/04/2020

Date: 05/28/2020

Signed: [Signature of Michelle Wheeler]
Print Name: - Michelle Wheeler

Signed: [Signature of Will Huffman]
Print Name: - Will Huffman

Title - Associate Director of Purchasing

Title - General Manager

E-mail: - wheelersha@marshall.edu

Name of Company - Marshall University

[] Principal, Owner or Authorized Representative of Principal or Owner

[] Agent: (Name of Principal or Owner)



DATE: 05/01/2020

TO: Marshall University
One John Marshall Dr
Attn Accounting
Huntington, WV 257550003

FROM: Otis Elevator Company
4768 Chimney Drive
Charleston, WV 25302

EQUIPMENT LOCATION: MARSHALL U OLD MAIN
16 Hall Greer Blvd
Huntington, WV 25701

Caleb Wilkinson
Phone: (304) 741-3397

CONTRACT NUMBER: NBH05026A

CONTRACT DATE: 09/01/2016

We propose the following modification to the Contract referred to above, to take effect as of: 12/30/2020

Machine number U1A247 will be added to the existing contract at \$350.00 per month.

This proposal, when accepted by you below and approved by our authorized representative, will become binding as an addendum and modification to the Contract. All other terms, conditions and obligations in the Contract referred to are to remain in full force and effect. This quotation is valid for ninety (90) days from the proposal date.

Submitted by: Caleb Wilkinson
Title: Sr. Account Manager
E-mail: caleb.wilkinson@otis.com

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: 06/04/2020

Signed: [Signature of Michelle Wheeler]
Print Name: Michelle Wheeler

Title: Associate Director of Purchasing

E-mail: wheelersha@marshall.edu

Name of Company: Marshall University

Otis Elevator Company

Approved by Authorized Representative

Date: 05/28/2020

Signed: [Signature of Will Huffman]
Print Name: Will Huffman

Title: General Manager

- Principal, Owner or Authorized Representative of Principal or Owner
Agent: (Name of Principal or Owner)

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: [Signature] Will Huffman Date: 02/12/2020
General Manager
State of Virginia
City of Richmond County of Richmond to-wit:

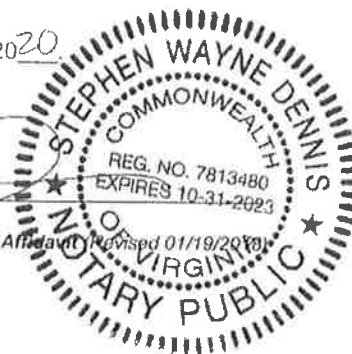
Taken, subscribed, and sworn to before me this 12 day of February, 2020

My Commission expires 10/31/2023, 20

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]



Purchasing Affidavit Revised 01/19/2018