

**Purchase  
Change Request**



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

**Order #**  
MU21HVACCHILL

FY 23	Buyer MW	Date 07/07/2022	Account	P.O. Date 09/01/2020	Contract MU21HVACCHILL
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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 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. <b>NITRO CONSTRUCTION SERVICES, INC.</b> 4300 1ST AVENUE NITRO, WV 25143	Vendor Code <b>20-8844160</b>	<b>BOG Unit Name &amp; Address</b> Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
Ph# 304-204-1500	Fax	FEIN# 20-8844160

Item#	Quantity	Description of Change	Unit Price	Extended Price
		<p align="center"><b>Change Order # <u>2</u></b></p> <p align="center">MU School of Medicine Chiller and HVAC Maintenance Services</p> <p>To renew the original contract according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders. Effective date of renewal September 1, 2022 through August 31, 2023. Renewal # 2 of 4 Renewals Remaining: (2) two (1) year periods.</p>		

Reason for Change: CONTRACT RENEWAL	Previous Total	\$ OPEN-END
	Increase	\$ _____
	Decrease	\$ _____
	New Total	\$ OPEN-END

Approved: Michelle Wheeler 7/7/22  
 Authorized Signature Date

N/A  
 Attorney General if required Date

ITEM NO.	DESCRIPTION	Annual Fee	QUARTERLY FEE	SEMI-ANNUAL FEE	MONTHLY FEE	TOTAL ANNUAL COST
1	Chiller Full Service/C Comprehensive Maintenance Contract	\$ 26,778.60	\$ 4,428.00	\$ 2,317.68	\$ 11,239.56	\$ 44,958.24
2	HVAC Full Service/Comprehensive Maintenance Contract	\$ 36,558.00	\$ 15,210.72	\$ 9,190.00	-	\$ 60,959.52
3	MUMC quarterly invoice for PM of HVAC	\$ -	\$ 6,750.00	\$ -	\$ -	\$ 27,000.00
4	BCC quarterly invoice for PM and HVAC	\$ -	\$ 4,050.00	\$ -	\$ -	\$ 16,200.00
5	MEB quarterly invoice for PM of HVAC	\$ -	\$ 6,210.00	\$ -	\$ -	\$ 24,840.00
6	Chapmanville-Coalfield Health Center quarterly for PM of HVAC	\$ -	\$ 1,620.00	\$ -	\$ -	\$ 6,480.00
7	Douglass Center	\$ -	\$ 2,970.00	\$ -	\$ -	\$ 11,880.00
8	School of Pharmacy	\$ -	\$ 4,879.44	\$ -	\$ -	\$ 19,517.76

\* Above pricing is a breakdown of each unit/location and how it should be billed.



June 22, 2022

Jamie Kuhn  
Nitro Construction Services Inc  
4300 1<sup>st</sup> Avenue  
Nitro, WV 25143  
**Re: Contract Renewal for MU21HVACCHILL**

CONTACT NAME-

The above referenced contract expires 08/31/2022. There is a provision for renewal upon written mutual agreement of the parties.

Please annotate on the bottom of this letter, with your signature and date, if you agree to extend contract **MU21HVACCHILL** effective September 1, 2022 through August 31, 2023 under the same terms and conditions.

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 304-696-2598

Sincerely,

Rebecca Maynard  
Purchasing Assistant III

I agree to extend the current contract #MU21HVACCHILL an additional one (1) year period under the same terms and conditions.

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

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

  
Signature \_\_\_\_\_ Date 6/29/22

Randy Barnett  
Printed Name \_\_\_\_\_

HVAC Division Manager  
Title \_\_\_\_\_

Comments: See attached letter



June 29, 2022

Rebecca Maynard  
Marshall University Office of Purchasing  
One John Marshall Drive  
Huntington, WV 25755-4100  
**Re: Contract Renewal for MU21HVACCHILL**

Nitro Construction Services would like to renew the above referenced contract with the following change.

1. An 8% increase due to materials and operating cost increases that we have incurred over the last several months. These cost increases were not foreseeable with the Pandemic creating supply chain and operating cost increases.

We value our business partnership that we have with Marshall University and look forward to continuing working together in the future.

Kindest Regards,

Randy Barnett  
NCS HVAC Division Manager

(304) 204-1525 Office  
(304) 989-2322 Mobile

**NITRO CONSTRUCTION SERVICES, INC.**

4300 First Avenue, 2nd Floor | P.O. Box 879 | Nitro, West Virginia 26143-1001 | [nitrocs.com](http://nitrocs.com) | 304.204.1500



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: Nitro Construction Services

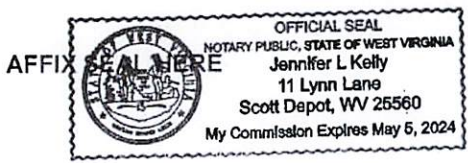
Authorized Signature: [Signature] Date: 7/7/2022

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 7 day of July, 2022

My Commission expires May 5, 2024.



NOTARY PUBLIC [Signature]  
Purchasing Affidavit (Revised 01/19/2018)

1 of 1 | [View All](#) Some of the values entered as Search Criteria for UI secured field ...

Vendor/Customer

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Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
✓ 000000114773	NITRO CONSTRUCTION SERVICES INC		Active	Inactive	
000000114774	Nitro Mechanical Services		Active	Inactive	

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▼ **General Info**

Vendor/Customer : 000000114773	Restrict Use by Department :
Legal Name : NITRO CONSTRUCTION	Miscellaneous Account :
Alias/DBA :	Internal Account :
Vendor Active Status : <input checked="" type="radio"/> Active	Third Party Only :
Vendor Approval Status : Complete	Third Party Vendor :
Customer Active Status : <input checked="" type="radio"/> Inactive	Third Party Customer :
Customer Approval Status : Incomplete	Inventory Customer :
Location Name :	Healthcare Provider :
First Name :	Never Archive :
Middle Name :	Restrict VSS Access : <input checked="" type="radio"/> No
Last Name :	Discontinue - No New Business :
Company Name : <b>NITRO CONSTRUCTION</b>	Prevent MA Reference :
Previous Name :	PunchOut Enabled :
Previous Street :	Re-PunchOut Enabled :
Previous City :	Electronic Order Enabled :
Previous State/Province :	W-9 Received :
Previous Country :	W-9 Received Date :
	W-8 Received :
	W-8 Received Date :
	Accepts Credit Cards :
	Active From : 01/01/1999
	Active To :
	Last Usage Date : 07/07/2022
	Department :
	Unit :

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▶ **Vendor Terms**

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▶ **Accounts Receivable**

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▶ **eMALL**

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▶ **Location Information**

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▶ **Fee and Vendor Compliance Holds**

<b>Fee Exempt :</b> <input type="checkbox"/>	<b>Tax Clearance :</b> <input type="checkbox"/>
<b>Registration Application Date :</b> 09/17/2021 <input type="checkbox"/>	<b>Unemployment Insurance :</b> <input type="checkbox"/>
<b>Registration Effective Date :</b> 09/21/2021 <input type="checkbox"/>	<b>Worker's Compensation :</b> <input type="checkbox"/>
<b>Registration Expiration Date :</b> 09/21/2022 <input type="checkbox"/>	<b>Secretary of State Registration :</b> <input type="checkbox"/>
<b>Pre-Registration Code :</b> <input type="checkbox"/>	<b>Federal Debarred :</b> <input type="checkbox"/>

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▶ **Executive Compensation**

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▶ **Additional Information**

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▶ **Travel**

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▶ **Change Management**

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