

**Purchase
Change Request**



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

Order #
MU11HVACCONTROLS

FY 22	Buyer TD	Date 6/28/2021	Account Various	P.O. Date 8/1/2010	Contract MU11HVACCONTROLS
----------	-------------	-------------------	--------------------	-----------------------	------------------------------

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. Johnson Controls Inc 4132 First Avenue Nitro, WV 25143 Ph# 304-755-4353 Fax FEIN# 39-0380010	Vendor Code	BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
---	-------------	---

Item#	Quantity	Description of Change	Unit Price	Extended Price
		<p align="center">Change Order # 18</p> <p>To renew contract MU11HVACCONTROLS according to all terms, conditions and specifications contained in the original contract including all authorized change orders.</p> <p align="center">HVAC Maintenance</p> <p>Effective Dates: July 1, 2021 to June 30, 2022</p>		

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

Approved:

Authorized Signature

Tracy Brandolini

Date

6/29/21

N/A

Attorney General if required

Date

Building Maintenance Services				
	Location	Agreement #	Monthly	Annual
1	Residence Services	1-87978636333	\$ 1,557.36	\$ 18,688.32
2	Auxiliary Services	1-88093758162	\$ 751.90	\$ 9,022.80
3	Bio Tech Building	1-88242858078	\$ 421.27	\$ 5,055.24
4	Byrd Clinic	1-87968439368	\$ 352.00	\$ 4,224.00
5	College of Graduate Studies (COGS)	1-88239624686	\$ 139.05	\$ 1,668.60
6	Medical Center	1-87967517350	\$ 594.14	\$ 7,129.68
7	MOVC	1-88240504770	\$ 139.05	\$ 1,668.60
8	MEB Spring Valley	1-87968530936	\$ 248.92	\$ 2,987.04
Labor Rate				
			Hourly	
9	Labor Rate		\$ 158.40	
*Labor Rate applies to travel time to and from facility with a minimum charge of 2 hours. Time travel must be reasonable. Travel rate is subject to change.				
Other			Quotations	
10	2.1.1 (pg. 3) The TSP shall provide all supervision, labor, materials, spare parts, supplies, equipment, transportation and services, whether or not specifically mentioned in these documents, to monitor and maintain the Building Management System and controls and instrumentation currently installed and any future equipment may be installed.			
11	2.7 (pg. 9) Repair service includes all repair, replacement and adjustment of equipment in response to conditions discovered during performance of preventive service, equipment breakdown/improper operation, or University complaint.			



Office of Purchasing

June 14, 2021

Johnson Controls Inc
4132 First Avenue
Nitro WV 25143

108 Craddock Way Ste 7
Poca WV 25159

Re: Contract Renewal for MU11HVACCONTROLS

Hello,

The above referenced contract will expire June 30, 2021. Marshall University wishes to extend the contract upon written mutual agreement.

Please annotate on the bottom of this letter, with your signature and date, if you agree to extend contract **MU11HVACCONTROLS**

Effective July 1, 2021 through June 30, 2022 under the same terms and conditions.

Enclosed is a Purchasing Affidavit which requires signature and notarization as well.

If you have any questions, please feel free to call me at 304-696-3157

Sincerely,

Tracey Brown-Dolinski
Assistant Director of Purchasing

I agree to extend the current contract # **MU11HVACCONTROLS** 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

6/28/21
Date

PHILIP A. HOLLAND
Printed Name

CUSTOMER SERVICE REP.
Title

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: Johnson Controls, Inc.

Authorized Signature: [Signature] Date: 6-28-2021

State of WV

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 28 day of June, 20 21.

My Commission expires 3/16, 20 25.



AFFIX SEAL HERE NOTARY PUBLIC [Signature]

PLANNED SERVICE RENEWAL

5/19/2021

2021 JUN 21 P 2:37

Jamey Montgomery
Marshall University Medical Center
1600 Med Ctr Dr Ste 3408
Huntington WV 25701-0000

Mu Medical Center Controls Psa 2021



Dear Jamey:

Thank you for choosing Johnson Controls to provide the maintenance solution for your facility. We appreciate your business and look forward to continuing as your building technology services partner.

Your current service agreement (1-97491577557) will expire on 06/30/2021. We are pleased to offer a one year continuation of your current agreement for the annual sum of \$7,488.00, to be paid monthly. The scope will remain the same and the term of this contract will be 07/01/2021 to 06/30/2022. Invoices will be sent to:

Marshall University
Accounts Payable
One John Marshall Drive
Huntington WV 25755


To continue service without interruption, please sign below and return to me by 5/31/2021. If you require us to reference a requisition or purchase order on our invoices, please provide a copy of that document when you return this signed notice.

As a manufacturer of mechanical, controls, security and fire systems, we have the expertise and resources to provide proper maintenance and repair services for your facility. With planned service you're getting a solution that can help optimize your building's performance, provide dependability, sustainability and energy efficiency. Your service is delivered with the attention of a local service company backed by the resources of a global organization.

Again, thank you for your business and we look forward to serving you in the coming year. Please do not hesitate to call if I can assist you in any way.

Sincerely,
Johnson Controls

Philip Holland
JOHNSON CONTROLS CHARLESTON
WV CB - 0N26
108 Craddock Way Ste 7
Poca WV 25159-7606
philip.a.holland@jci.com
Phone: 304-769-4037

Customer Signature: 

Customer Name: Nathan Ward

Customer Title: COO

PO/Requisition #: _____

PLANNED SERVICE RENEWAL

2/26/2021

Jamey Montgomery
 Marshall University Byrd Clinic
 1 John Marshall Dr
 Huntington WV 25755-0003

Marshall University Byrd Clinic Controls Psa 2021



Dear Jamey:

Thank you for choosing Johnson Controls to provide the maintenance solution for your facility. We appreciate your business and look forward to continuing as your building technology services partner.

Your current service agreement (1-97491192507) will expire on 06/30/2021. We are pleased to offer a one year continuation of your current agreement for the annual sum of \$4,434.00, to be paid monthly. The scope will remain the same and the term of this contract will be 07/01/2021 to 06/30/2022. Invoices will be sent to:


Marshall University
 Accounts Payable
 One John Marshall Drive
 Huntington WV 25755

To continue service without interruption, please sign below and return to me by 5/31/2021. If you require us to reference a requisition or purchase order on our invoices, please provide a copy of that document when you return this signed notice.

As a manufacturer of mechanical, controls, security and fire systems, we have the expertise and resources to provide proper maintenance and repair services for your facility. With planned service you're getting a solution that can help optimize your building's performance, provide dependability, sustainability and energy efficiency. Your service is delivered with the attention of a local service company backed by the resources of a global organization.

Again, thank you for your business and we look forward to serving you in the coming year. Please do not hesitate to call if I can assist you in any way.

Sincerely,
 Johnson Controls

Customer Signature: 

Siebel Administrator
 JOHNSON CONTROLS CHARLESTON
 WV CB - 0N26
 108 Craddock Way Ste 7
 Poca WV 25159-7606
 sadmin@siebel.com
 Phone: (304)755-4353

Customer Name: Nathan Wood

Customer Title: COO

PO/Requisition #: _____

PLANNED SERVICE RENEWAL

2/24/2021

Jamey Montgomery
 Marshall University Meb Spring Valley
 1 John Marshall Dr
 Huntington WV 25755-0003

Marshall U Meb Spring Valley Controls Psa 2021



Dear Jamey:

Thank you for choosing Johnson Controls to provide the maintenance solution for your facility. We appreciate your business and look forward to continuing as your building technology services partner.

Your current service agreement (1-97507188270) will expire on 06/30/2021. We are pleased to offer a one year continuation of your current agreement for the annual sum of \$3,138.00, to be paid monthly. The scope will remain the same and the term of this contract will be 07/01/2021 to 06/30/2022. Invoices will be sent to:

Marshall University
 Accounts Payable
 One John Marshall Drive
 Huntington WV 25755

To continue service without interruption, please sign below and return to me by 5/31/2021. If you require us to reference a requisition or purchase order on our invoices, please provide a copy of that document when you return this signed notice.

As a manufacturer of mechanical, controls, security and fire systems, we have the expertise and resources to provide proper maintenance and repair services for your facility. With planned service you're getting a solution that can help optimize your building's performance, provide dependability, sustainability and energy efficiency. Your service is delivered with the attention of a local service company backed by the resources of a global organization.

Again, thank you for your business and we look forward to serving you in the coming year. Please do not hesitate to call if I can assist you in any way.

Sincerely,
 Johnson Controls

Philip Holland
 JOHNSON CONTROLS CHARLESTON
 WV CB - 0N26
 108 Craddock Way Ste 7
 Poca WV 25159-7606
 philip.a.holland@jci.com
 Phone: 304-769-4037

Customer Signature: *Nathan Ward*

Customer Name: Nathan Ward

Customer Title: COO

PO/Requisition #: _____