| | hase ige Ro | eque | st I | Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 | | | | | Order # MU20ATM | | |
|---|---|---|----------|--|--|--------------|----------|---|--------------------|----------------|--|
| FY | Buyer | | Date | Accou | | | D. Date | | Contract | | |
| 25 D | LL | | 08/05/23 | Varies | Document Action | 08. | /31/2020 | | MU20ATM | | |
| Regula Contra Open Agree | sition (Cance ar Purchase (act Purchase End Contrac ment | Order Order t Purchase | | | ☐ Cancellation ☐ Increase/Decreas ☐ Unused Balance ☐ Freight ☐ Renewal ☐ Extension Error | Cancellation | | | | t | |
| Vendor Name, Address, Phone #, etc. Vendor Code United Bank 517 9th Street Huntington, WV 25701 | | | | | Marshall U Office of I One John | | | Iarshall Un ffice of Pu ne John M | Jniversity | | |
| Ph# 304- | 781-2379 | Fax | | | N# 550641179 | | | | | | |
| Item# | Quantity | | | Des | scription of Change | | | | Unit Price | Extended Price | |
| | | To renew the original contract according to all terms, conditions, prices, and specifications contract in the original contract and all approved change orders. Renewal Term: 09/01/2024 - 08/31/2025 Renewal: 4 of 9 Renewals Remaining: five (5) one-year renewals Vendor Contact: Andrew Dawson, Andrew.Dawson@bankwithunited.com | | | | | | | | | |
| Reason for Change: Renewal | | | | | | | | Previous To | stal \$ | Open-End | |
| | | | | | | | | Increase | \$ | - | |
| | | | | | | | | Decrease | \$ | - | |
| | | | | | | | | New Total | \$ | Open-End | |



Office of Purchasing

Renewal Letter

August 2, 2024

VIA ELECTRONIC MAIL ONLY: andrew.dawson@bankwithunited.com

Mr. Andrew Dawson United Bank 517 9th Street Huntington, WV 25701

Re: Contract Renewal for MU20ATM

Dear Mr. Dawson,

The above referenced contract expires on <u>August 31, 2024.</u> There is a provision for an extension/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 an emergency extension/renewal of the contract, effective <u>September 1, 2024</u>, through <u>August 31, 2025</u>, under the same terms and conditions as the original contract including all approved change orders.

Please return the executed letter via email at your earliest convenience.

If you have any questions, please feel free to contact me at lemonl@marshall.edu.

| Sincerely, Lesann Lemon | |
|---|--|
| Leeann Lemon | |
| Contract Specialist | |
| I agree to the current MU20ATM for an addi as the original contract. | tional one (1) year period under the same terms and conditions |
| X YesNo | |
| Yes, subject to the following change | es indicated below or in the attached letter. |
| All I am | 8/5/2024 |
| Signature | Date |

Created: 12/01/2020

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 exceed 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: United Bank | |
|--|---|
| Authorized Signature: | _{Date:} 8/5/2024 |
| State of West Virginia | OFFICIAL SEAL NOTARY PUBLIC |
| County of Cabell , to-wit: | STATE OF WEST VIRGINIA THERESA CHAPMAN THERESA CHAPMAN |
| Taken, subscribed, and sworn to before me this $\underline{5}$ | day of August 20 SAT NINTH STREET HUNTINGTON, WV 25701 My Commission Expires September 26, 2027 |
| My Commission expires Sept 26, 2027 | , 20 |
| AFFIX SEAL HERE | NOTARY PUBLIC Theresa Chapman |

Purchasing Affidavit (Revised 01/19/2018)

Vendor/Customer Menu Vendor/Customer Legal Name Alias/DBA Vendor Active Status Customer Active Status Previous Name √ 000000199910 UNITED BANK Active Active From 1 to 1 of 1 First Prev Next Last Attachments Save $\underline{\mathsf{Undo}}$ Delete Insert $\underline{\mathsf{Copy}}$ Paste Search ▼ General Info $\textbf{Vendor/Customer}: \boxed{000000199910}$ Restrict Use by Department : Miscellaneous Account : Legal Name: UNITED BANK Internal Account : Alias/DBA: Vendor Active Status : Active Third Party Only: Third Party Vendor : Vendor Approval Status : Complete Third Party Customer : Customer Active Status : Active **Inventory Customer:** Customer Approval Status : Complete Healthcare Provider : Location Name : Never Archive : First Name: Restrict VSS Access : No 🗸 Middle Name: Discontinue - No New Business : Last Name : Prevent MA Reference : Company Name : UNITED BANK PunchOut Enabled : Previous Name : Re-PunchOut Enabled : Previous Street: Electronic Order Enabled : Previous City: W-9 Received : Previous State/Province: W-9 Received Date : 1111 Previous Country: W-8 Received : W-8 Received Date : 1111 Accepts Credit Cards : Active From : 01/11/1989 1111 Active To: 1111 Last Usage Date : 08/05/2024 Department : Unit: 4 ▶ Headquarters Organization Disbursement Options ▶ Prenote/EFT ▶ Remittance Advice Vendor Terms Accounts Receivable ▶ eMALL ▶ Location Information ▶ Fee and Vendor Compliance Holds Fee Exempt : Tax Clearance : Registration Application Date : 08/03/2023Unemployment Insurance : Registration Effective Date: 08/20/2023 Worker's Compensation : Secretary of State Registration : Registration Expiration Date: 08/19/2024 Federal Debarred : Pre-Registration Code: Executive Compensation Additional Information ▶ Travel Change Management Top

CREATE DOCUMENT> Create New Record Modify Existing Record

UPDATE> **Headquarters** Add 1099 Information Entry Add 1042-S Reporting Information Entry Vendor Business Types By Commodity

Master Addresses Vendor Commodity Vendor Addresses Vendor Business Types Vendor Service Areas VCM Query Master Contacts

Historical Vendor Information Vendor Notes

Vendor Transaction History