

# Purchase Change Request



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

**Order #**  
MU20NATGAS

FY 25	Buyer LL	Date 10/08/2023	Account Varies	P.O. Date 05/14/2019	Contract MU20NATGAS
----------	-------------	--------------------	-------------------	-------------------------	------------------------

<b>Document</b> <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	<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
--	---	--

Vendor Name, Address, Phone #, etc. <b>Direct Energy Marketing Inc. DBA NRG Business Marketing LLC 804 Carnegie Center, Princeton, NJ 08540</b>	Vendor Code <b>980079816</b>	BOG Unit Name & Address <b>Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100</b>
Ph# 330-832-3860	Fax	FEIN# 98-0079816

Item#	Quantity	Description of Change	Unit Price	Extended Price
		<b>Change Order # <u>7</u></b>  Natural Gas and Transportation Service Contract  To make the following change in accordance to all terms, conditions, and specifications contained in the original contract and all authorized change orders.  1. Renewal  Effective Date: 11/1/24 through 10/31/25 Renewal # 4 of 4 Renewals Remaining: 0 (zero)  Vendor Contact: Chris Feucht: Christine.Feucht@directenergy.com		

Reason for Change: 1. Renewal	Previous Total	\$ OPEN-END
	Increase	\$ _____
	Decrease	\$ _____
	New Total	\$ OPEN-END

Approved: Michelle Wheeler 10.16.2024  
Authorized Signature Date

N/A  
Attorney General if required Date



**CUSTOMER INFORMATION**

**Customer Name:** Marshall University  
**Contact Name:** Accounts Payable  
**Address:** 1 John Marshall Drive, HUNTINGTON, WV  
25755 US  
**Telephone:** (304) 696-2992 **Fax:** 3046963333  
**Email:**

**Type:** Renewal  
**Billing Contact:**  
**Billing Address:**  
**Telephone:** **Fax:**

**NATURAL GAS TRANSACTION CONFIRMATION**

This Transaction Confirmation confirms the terms of the Gas Transaction entered into between NRG Business Marketing LLC ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement ("CMA") between Buyer and Seller dated April 25, 2019 as may be amended. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. Gas volumes will be adjusted for Utility line loss, where applicable. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is executed and returned by Buyer. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

**SERVICE LOCATIONS**

(Additional pages may be attached if necessary)

Service Address	Utility Account Number	Rate
400 Hal Greer Blvd	543080-637295	Unknown
400 Hal Greer Blvd	543083-637298	Unknown
400 Hal Greer Blvd	543084-637299	Unknown
400 Hal Greer Blvd	543087-637302	Unknown
400 Hal Greer Blvd	543094-637309	Unknown
400 Hal Greer Blvd	543095-637310	Unknown
400 Hal Greer Blvd	543096-637311	Unknown
400 Hal Greer Blvd	543097-637312	Unknown
400 Hal Greer Blvd	543098-637313	Unknown
400 Hal Greer Blvd	543133-637348	Unknown
400 Hal Greer Blvd	543137-637352	Unknown
400 Hal Greer Blvd	543169-637384	Unknown
400 Hal Greer Blvd	543170-637385	Unknown
1275 15th Street	543277-637492	Unknown
927 Third Ave	516034-621562	Unknown
2560 Fifth Avenue	516033-621561	Unknown
2211 3rd Avenue	520749-648999	Unknown
1676 3rd. Avenue	520748-649000	Unknown
1615 3rd. Ave.	366652-436494	Unknown
Buskirk Hall	350780-416028	Unknown

**Payment Terms:** [15] days

**Late Fee:** [1.50]% or, if lower, the maximum amount permitted by law.

**DELIVERY PERIOD**

Begin: 11/01/2024

End: 10/31/2025

The service start date hereunder will be the date that the Utility enrolls Customer for Seller’s service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period.

Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the “Renewal Term”) until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to (1) the end of the Delivery Period or (2) during the Renewal Term, the earlier of the end of each successive month Renewal Term or the next cycle read date. After notice is given as contemplated in the previous sentence, the date of termination (“Termination Date”) shall be the next effective drop date permitted by the Utility. The Purchase Price for delivery to the Delivery Point during the Renewal Term or for any period outside of the Delivery Period, shall be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing.

**DELIVERY POINT**

Mountaineer Gas Co. / MGC 27-16 POINT

**CONTRACT QUANTITY (MMBTU)**

Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below, provided, that for purposes of determining whether a Material Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under the Remedies section of the CMA, Contract Quantity shall be determined by reference to the applicable estimated quantity(ies) listed below.

Volume Type :	Monthly			
November	19,466	May	15,387	
December	23,723	June	11,545	
January	25,480	July	10,859	
February	26,067	August	10,676	
March	20,148	September	13,951	
April	14,856	October	14,695	

**PURCHASE PRICE**

Fixed Price : \$3.290/MMBTU

**BILL TYPE**

Dual

**SPECIAL PROVISIONS**

Change in Utility Account Numbers:

The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations section above or as attached, as applicable, or any replacement account number issued by the Utility from time to time.

Buyer and Seller agree that the Contract Quantity purchased and received will be at the Contract Price.

Buyer acknowledges that it is acting for its own account, and that it has made its own independent decisions with respect to this Transaction Confirmation and that Seller is not acting as a fiduciary, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this Transaction Confirmation.

Full Plant Requirement - No GSA

In order to ensure accurate billing, tax status indication is required. Please check the appropriate status below:

Non-Exempt

Exempt (e.g. Residential, Non-Profit Organization, Manufacturing, Small Business, Agricultural, Resale, etc.)

**Buyer : Marshall University**

**Seller : NRG Business Marketing LLC**

By : Michelle Wheeler

By : \_\_\_\_\_

Name : Michelle Wheeler

Name : \_\_\_\_\_

Title : Chief Procurement Officer

Title : Stephen E. Girard Stephen E. Girard  
Vice President CRM Sales Date: 2024-06-05

Date : June 5, 2024

Date : \_\_\_\_\_ 11:17-04:00



Office of Purchasing

Renewal Letter

September 23, 2024

**VIA EMAIL:** [christine.feucht@directenergy.com](mailto:christine.feucht@directenergy.com)

Christine Feucht  
Direct Energy Marketing, Inc. DBA NRG Business Marketing LLC  
804 Carnegie Center  
Princeton, NJ 08540

**Re: Contract Renewal for MU20NATGAS**

Dear Ms. Feucht,

The above referenced contract expires on October 31, 2024. 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 renew contract, MU20NATGAS effective November 1, 2024, through October 31, 2025, 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 call me at 304-696-3056.

Sincerely,

*Leeann Lemon*

*Leeann Lemon  
Contract Specialist*

---

I agree to the current MU20NATGAS for an additional one (1) year period under the same terms and conditions as the original contract.

Yes       No

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

*Stephen E. Howard*  
\_\_\_\_\_  
Signature

10/02/2024

\_\_\_\_\_  
Date



**pAffidavit.pdf**

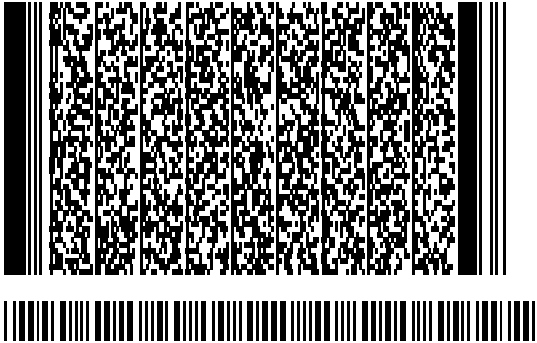
DocVerify ID: 61B9DDA6-0E62-48EC-9B5D-A86BD438B568  
Created: October 02, 2024 05:50:14 -8:00  
Pages: 1  
Electronic Notary: Yes / State: PA

This document is a DocVerify VeriVaulted protected version of the document named above. It was created by a notary or on the behalf of a notary, and it is also a DocVerify E-Sign document, which means this document was created for the purposes of Electronic Signatures and/or Electronic Notary. Tampered or altered documents can be easily verified and validated with the DocVerify veriCheck system.

Go to [www.docverify.com](http://www.docverify.com) at any time to verify or validate the authenticity and integrity of this or any other DocVerify VeriVaulted document.

**E-Signature Summary**

**E-Signature Notary: Christine Rooney (CR)**  
October 02, 2024 05:52:10 -8:00 [5035943F0E47] [97.64.56.59]  
christine.rooney@nrg.com



DocVerify documents cannot be altered or tampered with in any way once they are protected by the DocVerify VeriVault System. Best viewed with Adobe Reader or Adobe Acrobat. All visible electronic signatures contained in this document are symbolic representations of the persons signature, and not intended to be an accurate depiction of the persons actual signature as defined by various Acts and/or Laws.



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(j), 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: NRG Business Marketing

Authorized Signature: *Stephen E. Howard* Date: 10/02/2024

State of Pennsylvania

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 02 day of October, 2024.

My Commission expires June 17, 2026.

*Christine Rooney*  
Signed on 2024/10/02 05:52:10 -8:00

**AFFIX SEAL**

Commonwealth of Pennsylvania - Notary Seal  
Christine Rooney, Notary Public  
Allegheny County  
My Commission Expires Jun 17, 2026  
Commission Number 1420554

**NOTARY PUBLIC** Christine Rooney

*Purchasing Affidavit (Revised 01/19/2018)*

61B9DDA6-0E62-48EC-9B5D-A86BD438B568 --- 2024/10/02 05:50:14 -8:00

Notary Stamp 2024/10/02 05:52:10 PST 5035943F0E47



Vendor/Customer

[Menu](#)

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
✓ VC0000000412	DIRECT ENERGY BUSINESS MARKETING LLC	DIRECT ENERGY MARKETING INC	Active	Inactive	

From 1 to 1 of 1 First Prev Next Last [Attachments](#)

Save [Undo](#) Delete Insert [Copy](#) Paste [Search](#)

▼ **General Info**

Vendor/Customer : VC0000000412	Restrict Use by Department : <input type="checkbox"/>
Legal Name : DIRECT ENERGY BUSINES	Miscellaneous Account : <input type="checkbox"/>
Alias/DBA : DIRECT ENERGY MARKETII	Internal Account : <input type="checkbox"/>
Vendor Active Status : Active	Third Party Only : <input type="checkbox"/>
Vendor Approval Status : Complete	Third Party Vendor : <input type="checkbox"/>
Customer Active Status : Inactive	Third Party Customer : <input type="checkbox"/>
Customer Approval Status : Incomplete	Inventory Customer : <input type="checkbox"/>
Location Name :	Healthcare Provider : <input type="checkbox"/>
First Name :	Never Archive : <input type="checkbox"/>
Middle Name :	Restrict VSS Access : No
Last Name :	Discontinue - No New Business : <input type="checkbox"/>
Company Name : DIRECT ENERGY BUSINES	Prevent MA Reference : <input type="checkbox"/>
Previous Name :	PunchOut Enabled : <input type="checkbox"/>
Previous Street :	Re-PunchOut Enabled : <input type="checkbox"/>
Previous City :	Electronic Order Enabled : <input type="checkbox"/>
Previous State/Province :	W-9 Received : <input type="checkbox"/>
Previous Country :	W-9 Received Date :
	W-8 Received : <input type="checkbox"/>
	W-8 Received Date :
	Accepts Credit Cards : <input type="checkbox"/>
	Active From : 08/12/2014
	Active To :
	Last Usage Date : 09/20/2024
	Department :
	Unit :

▶ Headquarters

▶ Organization

▶ Disbursement Options

▶ Prenote/EFT

▶ Remittance Advice

▶ Vendor Terms

▶ Accounts Receivable

▶ eMALL

▶ Location Information

▶ **Fee and Vendor Compliance Holds**

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

▶ 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](#)

SEARCH BY> [Master Contacts](#) [Master Addresses](#) [Vendor Commodity](#) [Vendor Addresses](#) [Vendor Business Types](#) [Vendor Service Areas](#) [VCM Query](#)  
[Historical Vendor Information](#) [Vendor Notes](#)  
[Vendor Transaction History](#)