Purchase Order # Marshall University Office of Purchasing MU21HHCHILLER **Change Request** One John Marshall Drive Huntington, WV 25755-4100 FY P.O. Date Buyer Date Account Contract 03/24/2025 05/10/2021 25 LL **VARIES** MU21HHCHILLER **Document Action Document** Error in Total Amount Cancellation Requisition (Cancellation only) Change of Account ✓ Increase/Decrease Regular Purchase Order Change of Vendor Name/Address Unused Balance Contract Purchase Order □ Other Freight Open End Contract Purchase ∇ Renewal Agreement Extension Error Vendor Code 550539186 Vendor Name, Address, Phone #, etc. **BOG Unit Name & Address** Marshall University Casto Technical Services Inc. Office of Purchasing 540 Leon Sullivan Way One John Marshall Drive Charleston, WV 25322 Huntington, WV 25755-4100 Ph# 304-346-0549 Fax FEIN#55-0539186 Description of Change Unit Price **Extended Price** Item# Quantity Change Order # 4 CHILLER MAINTENANCE AND REPAIR To make the following changes to MU21HHCHILLER all in accordance with the terms, conditions, and specifications contained in the original contract and all authorized change orders. 1. Contract renewal. 2. To increase the contract pricing. Effective Date(s): May 1, 2025 - April 30, 2026 Renewal #4 of 4 Renewals Remaining: 0 Vendor contact: April Dunlap adunlap@castotech.com/304.720.0993 Previous Total Open-end Reason for Change: 1. Contract renewal.

2. To increase the contract pricing.

Approved:	Michelle Willen Oak	3.25.2025
	Authorized Signature	Date
	NT/1	
	N/A	
	Attorney General if required	Date

Increase

Decrease

New Total

Open-end



Marshall University Harless Hall One John Marshall Drive Huntington, WV 25755 February 25, 2025

RE: MU21HHCHILLER

It has been our pleasure to serve you this past year. Our records indicate that your HVAC Maintenance Agreement will expire on **April 30, 2025**. Under the terms and conditions of your existing Agreement, the pricing is reviewed annually.

Based upon this annual review, we propose the following:

The current Agreement price is \$24,750 billed in monthly payments of \$2,062.50. Casto Technical Services understands that these are tough economic times, and we are making every effort to control the costs for our valued customers. Inflation has affected us all. Casto wants to be fair to our valued customers. Therefore, we are requesting a 1% increase for your HVAC Maintenance Agreement Renewal.

With the proposed increase, the renewal price will be \$24,996, billed in monthly payments of \$2,083. The Renewal will begin May 1, 2025, and expire on April 30, 2026. The labor rate and Terms and Conditions of the Agreement will remain the same.

We thank you for using Casto Technical Services as a vendor for your HVAC needs, and we look forward to continuing to serve you.

Sincerely,

Name: April Dunlap Inside Sales Support Authorized Signature



Office of Purchasing

Renewal Letter

Created: 12/01/2020

February 17, 2025

VIA ELECTRONIC MAIL: adunlap@castotech.com

April Dunlap Sales Support/Service Estimator Casto Technical Services 540 Leon Sullivan Way Charleston, WV 25301

Re: Contract Renewal for MU21HHCHILLER

Dear April:

The above referenced contract expires on <u>April 30, 2025</u>. There is a provision for renewal upon written mutual agreement of the parties. Please note that this is the last renewal for this contract.

Please annotate on the bottom of this letter, with your signature and date if you agree to renew contract, <u>MU21HHCHILLER</u>, effective <u>May 1, 2025</u> through <u>April 30, 2026</u> under the same terms and conditions as the original contract including all approved change orders.

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

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

Sincerely,

Leeann Lemon
Contract Specialist

I agree to the current MU21HHCHILLER 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.

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: Taken, subscribed, and sworn to before me this 17 day of February My Commission expires NOTARY PUBLIC

AFFIX SEAL HERE

OFFICIAL SEAL **NOTARY PUBLIC** STATE OF WEST VIRGINIA TAMMY LISA MICHAEL 173 Daugherty Hollow, Spencer, WV 25276 My Commission Expires February 23, 2027

mmm

Purchasing Affidavit (Revised 01/19/2018)

Vendor Transaction History

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name				
✓ 000000202408 CASTO	TECHNICAL SERVICES INC	;	Active	Inactive					
From 1 to 1 of 1 First Prev N	ext Last <u>Attachments</u>								
Save Undo Delete Insert Copy	<u>y</u> Paste <u>Search</u> ♥೩								
▼ General Info									
Vendor/Customer :	000000202408	Restrict	Jse by Department :						
	CASTO TECHNICAL SERVIC		ellaneous Account :						
Alias/DBA :			Internal Account :						
Vendor Active Status :	Active ~		Third Party Only :						
Vendor Approval Status :			Third Party Vendor : ird Party Customer :						
Customer Active Status :			ventory Customer :						
Customer Approval Status : Location Name :	Incomplete	H	lealthcare Provider :						
First Name :		_	Never Archive :						
Middle Name :			estrict VSS Access : N - No New Business :	0 🗸					
Last Name :			vent MA Reference :						
	CASTO TECHNICAL SERVIC		PunchOut Enabled :						
Previous Name :			PunchOut Enabled :						
Previous Street : Previous City :		Electro	onic Order Enabled :						
Previous State/Province :	<u>&</u>		W-9 Received : W-9 Received Date : 01	/30/2024					
Previous Country :	<u></u>		W-8 Received :	/30/2024					
W-8 Received Date :									
Accepts Credit Cards :									
			Active From : 05						
			Active To :						
			Last Usage Date : 03 Department :	/24/2025					
			Unit :	<u>~</u>					
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Disbursement Option	s								
▶ Prenote/EFT									
▶ Remittance Advice									
Vendor Terms ————————————————————————————————————									
■ Accounts Receivable									
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■ P eMALL									
► Location Information									
► Fee and Vendor Com	oliance Holds								
Fee Exemp	t : 🗍		Tax Clearance :						
Registration Application Date		Uner	nployment Insurance :						
Registration Effective Date	9: 04/30/2024		rker's Compensation :						
Registration Expiration Date		Secretary	of State Registration :						
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