

Purchase Change Request



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

Order #
MU22ELECTRIC

FY 25	Buyer LL	Date 06/81/23	Account	P.O. Date 07/11/2022	Contract MU22ELECTRIC
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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 checked="" 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. Dixon Electric Systems & Contracting Inc 3352 Norwood Rd Huntington, WV 25705	Vendor Code 550760019	BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
Ph# 304-532-2712 Fax joy@dixonelectrical.com FEIN# 550760019		

Item#	Quantity	Description of Change	Unit Price	Extended Price
		<p align="center">Change Order # <u>2</u></p> <p align="center">Electrical Contractor Services</p> <p>To renew and increase pricing all in accordance with the same terms and conditions, and specifications contained in the original contract and all authorized change orders.</p> <p>Renewal Effective Date: 07/01/2024 - 06/30/2025 Renewal two (2) of four (4) Renewals Remaining: two (2) one-year renewals</p> <p>Vendor contact: Joy Mayenchein, joy@dixonelectrical.com, 304-523-2712</p>		

Reason for Change: Renew Contract and Increase Pricing	Previous Total	\$ Open-End
	Increase	\$ -
	Decrease	\$ -
	New Total	\$ Open-End

Approved: Michelle N. Steeler June 18, 2024
Authorized Signature Date

N/A
Attorney General if required Date

Office of Purchasing

Renewal Letter

March 27, 2024

VIA ELECTRONIC MAIL: matt@dixonelectrical.com

Mr. Matt Simms
Dixon Electrical Systems & Contracting, Inc.
3352 Norwood Road
Huntington, WV 25705

Re: Contract Renewal for MU22ELECTRIC

Dear Mr. Simms:

The above referenced contract expires on June 30, 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, MU22ELECTRIC, effective July 1, 2024 through June 30, 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 contact me at lemonl@marshall.edu.

Sincerely,

Leeann Lemon

Leeann Lemon
Contract Specialist

I agree to the current MU22ELECTRIC 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.


Signature

June 7, 2024
Date



June 7, 2024

Marshall University
Attn: Assistant Director of Purchasing
1 John Marshall Drive
Huntington, WV 25755

RE: MU Electrical Maintenance Agreement Renewal (MU22ELECTRIC)

To Whom It May Concern,

We received your notice regarding the renewal of our MU Maintenance Agreement set to expire on June 30, 2024. We would like to negotiate new rates since our union benefits increased by 4.7%.

We request our rates to be the following:

Normal Business Hours:	Old Rates	New Proposed Rates
Electrical Journeyman	\$76.95	\$80.57
Electrical Apprentice	\$69.55	\$72.82
Outside Normal Business Hours:		
Electrical Journeyman	\$92.34	\$96.68
Electrical Apprentice	\$83.47	\$87.39
Overtime Hours:		
Electrical Journeyman	\$115.43	\$120.86
Electrical Apprentice	\$104.33	\$109.23
Material Markup	5%	5% (Remains the same)
Call During Reg. Work Hrs Trip Charges (Per Trip)	\$75.00	\$75.00
Call Outside Reg. Work Hrs Trip Charges (Per Trip)	\$95.00	\$95.00

This is a 4.7% increase over last year’s rate which we feel is justifiable. We look forward in continuing to work with you.

Respectfully,
Matthew Simms
Vice President

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: Dixon Electrical Systems & Contracting Inc.

Authorized Signature: *[Signature]* Date: June 7, 2024

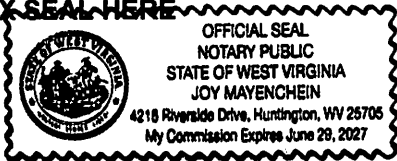
State of West Virginia

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 7th day of June, 2024.

My Commission expires June 29, 2027.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)

Vendor/Customer

[Menu](#)

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
✓ 000000209727	DIXON ELECTRICAL SYSTEMS & CONTRACTING 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 : 000000209727	Restrict Use by Department : <input type="checkbox"/>
Legal Name : DIXON ELECTRICAL SYSTE	Miscellaneous Account : <input type="checkbox"/>
Alias/DBA :	Internal Account : <input type="checkbox"/>
Vendor Active Status : Active <input type="button" value="v"/>	Third Party Only : <input type="checkbox"/>
Vendor Approval Status : Complete	Third Party Vendor : <input type="checkbox"/>
Customer Active Status : Inactive <input type="button" value="v"/>	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 <input type="button" value="v"/>
Last Name :	Discontinue - No New Business : <input type="checkbox"/>
Company Name : DIXON ELECTRICAL SYSTE	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 checked="" type="checkbox"/>
Previous Country :	W-9 Received Date : 03/27/2024
	W-8 Received : <input type="checkbox"/>
	W-8 Received Date :
	Accepts Credit Cards : <input type="checkbox"/>
	Active From : 01/01/1999
	Active To :
	Last Usage Date : 06/14/2024
	Department :
	Unit :

- ▶ **Headquarters**
- ▶ **Organization**
- ▶ **Disbursement Options**
- ▶ **Prenote/EFT**
- ▶ **Remittance Advice**
- ▶ **Vendor Terms**
- ▶ **Accounts Receivable**
- ▶ **eMALL**
- ▶ **Location Information**

▶ Fee and Vendor Compliance Holds

Fee Exempt :

Tax Clearance :

Registration Application Date : 12/28/2023 

Unemployment Insurance :

Registration Effective Date : 12/28/2023

Worker's Compensation :

Registration Expiration Date : 12/27/2024

Secretary of State Registration :

Pre-Registration Code :

Federal Debarred :

▶ 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](#)