#### **Purchase** Order # Marshall University Office of Purchasing MU23FBEMOVE **Change Request** One John Marshall Drive Huntington, WV 25755-4100 FY P.O. Date Buyer Date Account Contract 07/11/2024 07/17/2023 25 LL Varies MU23FBEMOVE **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 55-0752625 Vendor Name, Address, Phone #, etc. **BOG Unit Name & Address** Marshall University Central Van and Storage, Inc. Office of Purchasing PO Box 626 One John Marshall Drive Poca, WV 25159 Huntington, WV 25755-4100 Ph# 800-753-1898 Fax gpapa@centralvan.com FEIN#55-0752625 Description of Change Unit Price **Extended Price** Item# Quantity Change Order # 1 To renew contract MU23FBEMOVE in accordance with the same terms, conditions, and specifications contained in the original contract and all authorized change orders. FOOTBALL EQUIPMENT TRANSPORTATION SERVICES CONTRACT Effective Dates (s): July 17, 2023 - July 16, 2024 Renewal # 1 of 4 Renewals Remaining: Three (3) Vendor Contact: Gene Papa, Jr., gpapa@centralvan.com Previous Total Open-End Reason for Change: Contract Renewal and increase Increase

Approved:	Authorized Signature	July 11, 2024	Date
	N/A Attorney General <b>if</b> required		Date
	N/A Attorney General if required		Γ

Decrease

New Total

Open-End

Marshall University	<b>2024</b> Crew	Miles
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			Total		\$ 84,188.55
Sat. 11/30/2024	James Madison	2	698 \$	15.15	\$ 10,574.70
Sat. 11/23/2024	Old Dominion	2	1051 \$	15.15	\$ 15,922.65
Sat. 11/9/2024	Southern Miss	2	1683 \$	15.15	\$ 25,497.45
Sat. 10/12/2024	GA Southern	2	1266 \$	15.15	\$ 19,179.90
Sat. 9/21/2024	Ohio State	2	372 \$	15.15	\$ 5,635.80
Sat. 9/7/2024	Virginia Tech	2	487 \$	15.15	\$ 7,378.05



### Office of Purchasing

March 27, 2024

Renewal Letter

Created: 12/01/2020

## VIA ELECTRONIC MAIL: tmerkle@centralvan.com

Mr. Tom Merkle Central Van & Storage 37 Jacobson Drive Poca, WV 25159

Re: Contract Renewal for MU23FBEMOVE

Dear Ryan:
The above referenced contract expires on <u>July 16, 2024</u> . 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, <u>MU23FBEMOVE</u> , effective <u>July 17, 2024</u> through <u>July 16, 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 call me at 304-696-2727.
Sincerely,
Leeann Lemon
Leeann Lemon Contract Specialist
I agree to the current <u>MU23FBEMOVE</u> for an additional one (1) year period under the same terms and conditions as the original contract.  YesNo Yes, subject to the following changes indicated below or in the attached letter.
Signature College Date

### 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 rehewal 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.

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