

Purchase Change Request



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

Order #
MU24EVENUETIX

FY 24	Buyer LL	Date 06/06/2024	Account VARIES	P.O. Date 08/15/2023	Contract MU24EVENUETIX
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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 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 checked="" type="checkbox"/> Other
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Vendor Name, Address, Phone #, etc. A L Tier II LLC / Paciolan LLC PO Box 824841 Philadelphia PA 19182-1841	Vendor Code 470911648	BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
Ph# 508-523-4040	Fax	FEIN# 470911648

Item#	Quantity	Description of Change	Unit Price	Extended Price
		<p align="center">Change Order # 1</p> <p>To amend the contract MU24EVENUETIX all in accordance with the terms, conditions, and specifications contained in the original contract and all authorized change orders as per the Investment Addendum beginning on Page 2 and renew the contract.</p> <p align="center">SOFTWARE ONLINE TICKETING</p> <p>To amend the Master System Purchase and Software License Agreement by adding the Investment Addendum for Access Management and to renew the Master System Purchase and Software License Agreement.</p> <p>Effective Date of Change(s): 07/01/2024</p> <p>Contract Effective Dates: July 1, 2024 - June 30, 2025 Renewal 2 of 5 Renewals Remaining: 3</p>		

Reason for Change: 1. To amend the Master System Purchase and Software License Agreement by adding the Investment Addendum for Access. 2. To renew the Master System Purchase and Software License Agreement.	Previous Total	\$ Open-end
	Increase	\$ -
	Decrease	\$ -
	New Total	\$ Open-end

Approved: Michelle Wheeler June 28, 2024
Authorized Signature Date

N/A



Attorney General if required Date

INVESTMENT ADDENDUM
Marshall University

HARDWARE, SOFTWARE AND SERVICES			
Qty	Description	Unit Price	Ext Price
HARDWARE			
2	IDTECH SREDkey Device w/P2PE Key Injection	\$365	\$730
SUBSCRIPTION SERVICES			
1	Annual Maintenance & Encryption Fee		\$840

Investment Addendum
FEES AND PAYMENT TERMS

Marshall University

FEES	
HARDWARE	\$730
ANNUAL MAINTENANCE AND ENCRYPTION	\$840
PAYMENT TERMS	
DUE and payable upon mutual execution of this Investment Addendum	\$730
DUE ON July 1, 2024 and each July 1st thereafter thru Term of Agreement.	\$840
<p>This Investment Addendum supplements the Investment Addendum (Addenda) to the Master Software and Services Agreement effective as of July 1, 2023 ("Agreement") by and between Paciolan, LLC. and Marshall University Athletics. This Investment Addendum shall be subject to the terms and conditions of the Agreement and is incorporated therein by reference. In the event of any conflict between this Investment Addendum and the Agreement, the Agreement shall prevail. IN WITNESS WHEREOF, the parties have caused this Investment Addendum to be executed and do each hereby represent that their respective signatory whose signature appears below has been and is on the date hereof duly authorized by all necessary and appropriate action to execute this Investment Addendum.</p>	
<p>PACIOLAN, LLC</p> <p>Signature: <u></u></p> <p>Name: <u>Deana Barnes</u></p> <p>Title: <u>President</u></p> <p>Date: <u>06/28/2024</u></p>	<p>MARSHALL UNIVERSITY DEPARTMENT OF ATHLETICS</p> <p>Signature: <u></u></p> <p>Name: <u>Michelle Wheeler</u></p> <p>Title: <u>CPO/Director of Purchasing</u></p> <p>Date: <u>June 28, 2024</u></p>



Office of Purchasing

Renewal Letter

June 26, 2024

VIA ELECTRONIC MAIL: apandiani@paciolan.com

Mr. Alan Pandiani, Director, College Athletics
Paciolan
P.O. Box 824841
Philadelphia, PA 19182-1841

Re: Contract Renewal for MU2EVENUETIX (internal reference) – Master Service Agreement between Paciolan and Marshall University dated July 1, 2023 through June 30, 2028

Dear Mr. Pandiani:

This is a procedural letter required by internal controls. 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, MU2EVENUETIX, 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 MU2EVENUETIX 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.

Kim Boren

Signature

Kim Boren, CFO

06/28/2024

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 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.

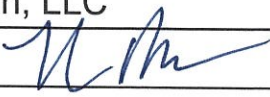
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' 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: Paciolan, LLC

Authorized Signature:  Date: 07/03/2024

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this _____ day of _____, 20____.

My Commission expires _____, 20____.

AFFIX SEAL HERE

*See attached
Notary
Seal*

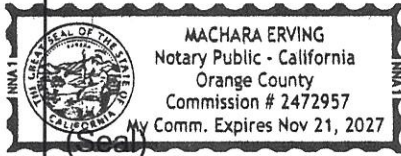
NOTARY PUBLIC _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 3rd
day of July, 2024, by Kim Boren

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



Signature Machara E. Erving

Vendor/Customer

Menu

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
✓ VC0000047446	AL TIER II LLC		Active	Inactive	PATRON SOLUTIONS LLC
VC0000047448	PACJOLAN LLC		Active	Inactive	
VC0000047449	SPECTRA TICKETING & FAN ENGAGEMENT		Active	Inactive	
VC0000086834	LEARFIELD COMMUNICATIONS LLC		Active	Inactive	
VC0000086835	LEARFIELD		Active	Inactive	
VC0000086824	SIDEARM SPORTS LLC		Active	Inactive	
VC0000089969	LEARFIELD AMPLIFY SEATING LLC		Active	Inactive	
VC0000095831	ANC SPORTS ENTERPRISES LLC		Active	Inactive	
VC0000097477	LEARFIELD AMPLIFY TICKETING LLC		Active	Inactive	

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

▼ General Info

Vendor/Customer : VC0000047446	Restrict Use by Department : <input type="checkbox"/>
Legal Name : AL TIER II LLC	Miscellaneous Account : <input type="checkbox"/>
Alias/DBA : <input type="text"/>	Internal Account : <input type="checkbox"/>
Vendor Active Status : Active <input type="checkbox"/>	Third Party Only : <input type="checkbox"/>
Vendor Approval Status : Complete <input type="checkbox"/>	Third Party Vendor : <input type="checkbox"/>
Customer Active Status : Inactive <input type="checkbox"/>	Third Party Customer : <input type="checkbox"/>
Customer Approval Status : Incomplete <input type="checkbox"/>	Inventory Customer : <input type="checkbox"/>
Location Name : <input type="text"/>	Healthcare Provider : <input type="checkbox"/>
First Name : <input type="text"/>	Never Archive : <input type="checkbox"/>
Middle Name : <input type="text"/>	Restrict VSS Access : No <input checked="" type="checkbox"/>
Last Name : <input type="text"/>	Discontinue - No New Business : <input type="checkbox"/>
Company Name : AL TIER II LLC	Prevent MA Reference : <input type="checkbox"/>
Previous Name : PATRON SOLUTIONS LLC	PunchOut Enabled : <input type="checkbox"/>
Previous Street : <input type="text"/>	Re-PunchOut Enabled : <input type="checkbox"/>
Previous City : <input type="text"/>	Electronic Order Enabled : <input type="checkbox"/>
Previous State/Province : <input type="text"/>	W-9 Received : <input type="checkbox"/>
Previous Country : <input type="text"/>	W-9 Received Date : 07/21/2022 <input type="text"/>
	W-9 Received : <input type="checkbox"/>
	W-9 Received Date : <input type="text"/>
	Accepts Credit Cards : <input type="checkbox"/>
	Active From : 11/01/2016 <input type="text"/>
	Active To : <input type="text"/>
	Last Usage Date : 04/02/2024 <input type="text"/>
	Department : <input type="text"/>
	Unit : <input type="text"/>

► 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 : <input type="text"/>	Unemployment Insurance : <input type="checkbox"/>
Registration Effective Date : <input type="text"/>	Worker's Compensation : <input type="checkbox"/>
Registration Expiration Date : <input type="text"/>	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

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