

Purchase Change Request



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

Order #
GAMEPAY/16


| | | | | | |
|----------|-------------|-------------------|--------------------|----------------------|------------------------|
| FY 20 | Buyer DG | Date 7/30/2019 | Account Various | P.O. Date 11/2/12 | Contract GAMEPAY/16 |
|----------|-------------|-------------------|--------------------|----------------------|------------------------|

| | | |
|--|---|--|
| 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 type="checkbox"/> Other |
|--|---|--|

| | | |
|--|-------------|---|
| Vendor Name, Address, Phone #, etc. ARBITERPAY 235 W SEGO LILY DR STE 200 SANDY UT 84070 | Vendor Code | BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 |
| Ph# 800-311-4060 | Fax | FEIN# 276220879 |

| Item# | Quantity | Description of Change | Unit Price | Extended Price |
|-------|----------|---|------------|----------------|
| | | Change Order # 8 To renew the contract according to all terms, conditions, prices, and specifications contained in the original contract including all authorized change orders. Sports Officials Payment Services Contract Fee: \$5.00 per payment Effective Date: July 1, 2019 - June 30, 2020 Renewal: 4 of 4 Remaining Renewals: 0 | | |

| | | |
|--|----------------|--------------------|
| Reason for Change: Contract Renewal | Previous Total | \$ <u>Open End</u> |
| | Increase | \$ _____ |
| | Decrease | \$ _____ |
| | New Total | \$ <u>Open End</u> |

Approved:  7.30.19
 Authorized Signature Date

N/A
 Attorney General if required Date



July 18, 2019

Dear Dawn,

This letter is to inform you that ArbiterSports will continue providing service to Marshall University via ArbiterPay+ through the 2019-2020 season for the purpose of paying sports officials electronically. Your Account Manager will be:

Ashlee Lavatai
Ashlee.Lavatai@arbitersports.com
801-858-1486

The processing fee of \$5 per payment approved through the system will remain unchanged for the 2019-2020 season. We look forward to continuing to serve you this upcoming year. We would appreciate your acknowledgement of having received this notification by signing below and returning a signed copy, either by mail to our office at 235 W Segoe Lily Dr., Suite 200, Sandy, UT 84070, or electronically to your account manager shown above. If you have any questions, please do not hesitate to contact us.

We appreciate your business.

Sincerely,

Jeff Moore, CRO Arbitersports

Marshall University

By:

Print Name:

Stephanie Smith

Print Title:

Director of Purchasing (Interim)

Date:

7/30/2019

RFQ No. GAMEPAY16

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: 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 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: Arbiter Pay Trust Account

Authorized Signature: [Signature] Date: 7-22-19

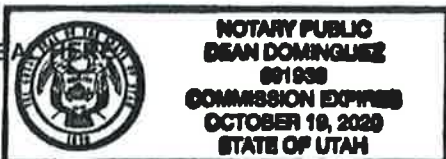
State of Utah

County of Salt Lake, to-wit:

Taken, subscribed, and sworn to before me this 22 day of July, 2019.

My Commission expires October 19, 2020

AFFIX SEAL



NOTARY PUBLIC

[Signature]