


<b>Purchase Change Request</b>	 Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100	<b>Order #</b> PayOGFE/12
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FY 2015	Buyer JB	Date 8/18/14	Account VARIOUS	P.O. Date 11/02/12	Contract PayOGFE/12
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<b>Document</b> <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	<b>Document Action</b> <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
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Vendor Name, Address, Phone #, etc. Vendor Code PAYOGFE.COM LLC 500 N AKARD STREET DALLAS TX 75201  Ph# 214-415-8355 OR 877-729-6433 Fax: 973-534-1899 FEIN# 20 0560655	<b>BOT/BOD Unit Name &amp; Address</b> Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
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Item#	Quantity	Description of Change	Unit Price	Extended Price
		<b>Change Order # <u>2</u></b>  To extend for one (1) year and add the attached service agreement between Marshall University and PayOGFE.com LLC.  Effective: July 1, 2014 – June 30, 2015  Processing payments to officials for baseball, softball, men's and women's soccer, men's and women's basketball, football, volleyball:  \$5 per transaction \$200 monthly fixed fee \$4.00 per item optional fee		

Reason for Change:  Extend agreement for one year.	<table style="width:100%;"> <tr> <td style="width:60%;">Previous Total</td> <td style="width:40%;">\$ <u>Open End</u></td> </tr> <tr> <td>Increase</td> <td>\$ _____</td> </tr> <tr> <td>Decrease</td> <td>\$ _____</td> </tr> <tr> <td>New Total</td> <td>\$ <u>Open End</u></td> </tr> </table>	Previous Total	\$ <u>Open End</u>	Increase	\$ _____	Decrease	\$ _____	New Total	\$ <u>Open End</u>
Previous Total	\$ <u>Open End</u>								
Increase	\$ _____								
Decrease	\$ _____								
New Total	\$ <u>Open End</u>								

Approved:  8/22/14  
 Authorized Signature Date

N/A  
 Attorney General if required Date

## PayOGFE.com, LLC Services Agreement

AGREEMENT TO PROVIDE SERVICES ("Agreement"), dated July 1, 2014 ("Agreement Date"), by and between Marshall University with its principal place of business 1 John Marshall Drive, Huntington, WV 25755 ("Customer"), and PayOGFE.com LLC, a Texas corporation with its principal place of business at 909 Lake Carolyn Parkway, Suite 1150, Irving, Texas 75039-3924 ("PayOGFE" or "Provider") for the period July 1, 2014 to June 30, 2015.

WHEREAS, *Provider* desires to provide to *Customer*, and *Customer* desires to obtain from *Provider*, services provided by the GAMEPAY<sup>SM</sup> system for the purpose of compensating independent contractors including but not limited to officials, paramedics and police, and other services described in this *Agreement* on the terms and conditions set forth in this *Agreement*.

### THE PARTIES AGREE AS FOLLOWS:

#### SECTION 1: DUTIES AND RESPONSIBILITIES OF CUSTOMER

##### 1.1 ENTRY OF EVENT DATA

- (a) All information requested by the GAMEPAY<sup>SM</sup> system must be completely and accurately entered. *Customer* should refer to PayOGFE.com's Instructions and Frequently Asked Questions (FAQ) areas for reference.
- (b) *Provider* will completely and accurately enter the following Event Data into the GAMEPAY<sup>SM</sup> system:
  - (i) Event Name
  - (ii) Team Name
  - (iii) Event Date
  - (iv) Event Venue
  - (v) Event Type
  - (vi) Independent contractor(s) assigned to the Event

*Customer* is responsible for providing the profile information for an independent contractor in which *Customer* wishes to pay that is not in the GAMEPAY<sup>SM</sup> system. It is the *Customer's* responsibility to either 1) completely and accurately enter the required information for the independent contractor, or 2) provide information to *Provider* to enter. The *Customer* is responsible, one way or another, for name, address, phone number and SSN. The *Customer* is not responsible for the independent contractor's bank information. EXPLANATION (*Customer* cannot create an official's profile except when they assign an official during event creation and the official is not in GAMEPAY<sup>SM</sup>. Officials cannot create a profile; they can only modify or add to what is in GAMEPAY<sup>SM</sup>. If an official never registers, he/she never sees their profile information in GAMEPAY<sup>SM</sup> and will receive a check as method of payment. The official is the only one that can enter bank account information. An organization cannot enter bank account information or access profile information once established).

- (vii) Amount of Compensation to be paid to the independent contractor(s).

1.2 ESTABLISH A BANK ACCOUNT

(a) NOT APPLICABLE

1.3 APPROVAL AND SUBMISSION OF DATA FOR PAYMENT

**No payments will be distributed by *Provider* unless all of the following are performed by the *Customer*:**

- (a) *Customer* must select all events in which it will request payments on behalf of *Customer*.
- (b) *Customer* must generate an *Invoice* in the GAMEPAY<sup>SM</sup> system. *Customer* agrees that by submitting each *Invoice*: (1) *Customer* approves all payment information; (2) *Customer* waives and releases any claim against *Provider* arising out of any errors in the submitted *Invoice*; and (3) any request for corrections will be considered special handling and additional fees may be applied. *Customer* further agrees that all final auditing responsibilities rest with *Customer*. *Customer* agrees that *Provider* does not have any responsibility for verifying the accuracy of any data *Customer* directly provides the PayOGFE Website, the GAMEPAY<sup>SM</sup> system, or any other electronic method.
- (c) *Customer* must submit the GAMEPAY<sup>SM</sup> *Invoice* to *Provider* and instruct *Provider* to pay such *Invoice*. *Provider* may reject any *Invoice* which does not comply with the requirements in this Agreement. If any *Invoice* is rejected, *Provider* will make a reasonable effort to notify *Customer* promptly so that *Customer* may correct the *Invoice* and resubmit it. Any notice of rejection will be effective when given.
- (d) *Customer* must transfer the requisite funds for payment of the *Invoice* into the *Customer Account*. The requisite funds may be tendered to the *Account* by either 1) a wire or electronic transfer made directly into the *Account* by the *Customer* or 2) a check presented by the *Customer* made payable to the *Customer Account*.
- (e)
- (e) *Customer* must give *Provider* the ability to view *Customer Account* transactions in order to determine if funds are available to make the payments requested and authorized by *Customer*.

1.4 CUSTOMER WILL ASSIGN USERS TO FILL THE USER ROLES REQUIRED BY GAMEPAY<sup>SM</sup> SYSTEM.

**SECTION 2: DUTIES AND RESPONSIBILITIES OF PROVIDER**

- 2.1 *Provider* will provide online user training at no charge to *Customer*.
- 2.2 *Provider* will make payments based on approved events included in payment invoices created and approved by *Customer*.
- 2.3 *Provider* will make payments to officials only after *Customer* provides funds to cover approved invoices.
- 2.4 *Provider* will make payments to officials using the method of payment (check or direct deposit) selected by officials in their personal profiles.
- 2.5 *Provider* will have agreement with Bank for Bank to process payment requests submitted to Bank by *Provider* software GAMEPAY<sup>SM</sup> on behalf of *Customer*.

**SECTION 3: FEES, PAYMENTS, AND SERVICE LEVELS**

- 3.1 The payments to be made by *Customer* to *Provider* for particular services is outlined in the Fee Schedule, attached as Exhibit "A" to this *Agreement*. *Customer* agrees to pay within 15 days *Provider's* monthly invoice.
- 3.2 *Customer* is required to fund payments to bank account designated by *Provider* or issue check payable to *Provider*. EXPLANATION – (*Customer* should not transfer payments for *Provider's* service fee to *Customer Bank Account* because *Provider* does not have access to those funds).

**SECTION 4: TERMINATION WITHOUT CAUSE**

Either party to this *Agreement* may terminate such *Agreement*, without cause, by providing notice to the other party in writing, explaining that it seeks termination of the *Agreement*.

**SECTION 5: NOTICES**

In the case of *Customer*:

In the case of *Provider*:

Marshall University  
 Athletic Office  
 P.O. Box 1360  
 Huntington, WV 25715  
 PHONE: 304-696-2483  
 EMAIL: Steele@marshall.edu  
 ATTN: David Steele

PayOGFE.com, LLC  
 909 Lake Carolyn Pkwy, Suite 1150  
 Irving, Texas 75039-3924  
 FAX: (972) 534-1899  
 PHONE: (877) 729-6433  
 EMAIL: customerservice@payogfe.com  
 ATTN: Steve Pace

IN WITNESS WHEREOF, *Customer* and *Provider* have each caused this *Agreement* to be signed and delivered by its duly authorized representative.

Marshall University  
("Customer")

PAYOGFE.COM, LLC  
("Provider")

By: 

By: 

Name: Stephanie Smith

Name: Steve Pace

Title: Director of Purchasing / CFO

Title: Pres. OFC

Date: 8-22-14

Date: 7/1/14

**EXHIBIT "A"  
FEE SCHEDULE**

<u>FEE</u>	<u>DELIVERABLES</u>
<p>Mark your choice with an X</p> <p><input checked="" type="checkbox"/> \$5 per transaction * - For customers who do not require state income tax or child delinquency payment withholdings.</p>	<ul style="list-style-type: none"> <li>▪ Processing and delivery of independent contractor payments</li> <li>▪ Event reports</li> <li>▪ Independent contractor payment reports</li> <li>▪ Replacement of stolen or lost check</li> <li>▪ Remittance to IRS for voluntary federal income tax withholdings requested by independent contractor</li> <li>▪ Laser Federal and state 1099's, delivery to independent contractor and filed with IRS and state</li> </ul>
<p><input type="checkbox"/> \$6 per transaction * - For customers who do require state income tax or child delinquency withholdings.</p>	
<p>(* Transaction: per independent contractor , per event)</p>	
<p><input type="checkbox"/> \$25 service fee</p>	<ul style="list-style-type: none"> <li>▪ Deliverables described above</li> <li>▪ Remittance to taxing authorities of funds authorized by customer to be withheld from independent contractor payments</li> <li>▪ State government filings</li> <li>▪ Laser Federal and state 1099's, delivery to independent contractor and filed with IRS and state</li> </ul>
<p><u>Setup</u></p> <p><input type="checkbox"/> \$200 -- <u>Organization setup fee</u></p>	
<p><u>Year End</u></p> <p><input checked="" type="checkbox"/> \$4 per item -- For customer who requests us to process and file tax forms on their behalf for independent contractors that were not paid through the GamePay<sup>SM</sup> system.</p>	<ul style="list-style-type: none"> <li>▪ Collection from independent contractor and remittance to Customer of overpayment made to independent contractor</li> <li>▪ One time fee paid by Customer for the initial setup of Customer's information necessary to process payments to independent contractors</li> <li>▪ Laser Federal and state 1099's, delivery to independent contractor and filed with IRS and state.</li> </ul>



909 Lake Carolyn Pkwy  
Suite 1150  
Irving, Texas 75039

July 1, 2014

Ms. Dawn Kirtner  
Marshall University  
P.O. Box 1360  
Huntington, West Virginia 25715

Re: PayOGFE.com services agreement

Dear Dawn:

Attached is a new service agreement with Marshall University (dated July 1, 2014). Our revised service agreement will include processing payments to officials for baseball, softball, men's soccer, women's soccer, men's basketball, women's basketball, football, volleyball. Also we will process payments for police and paramedics. Our fee of \$5 per transaction and a monthly fixed fee of \$200 has not changed.

Thank you for your business.

Sincerely,

A handwritten signature in cursive script that reads "Steve Pace".

Steve Pace  
President and CEO

Enc.

RFQ No. PayOGFE/12

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 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 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: PayOGFE.com

Authorized Signature: Steve Pava Date: 8/15/2014

State of Texas

County of Dallas, to-wit:

Taken, subscribed, and sworn to before me this 15<sup>th</sup> day of August, 2014.

My Commission expires December 23, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC Melanie Ellis

*Purchasing Affidavit (Revised 07/01/2012)*





## UC Defaulted Accounts Search Results

Sorry, no records matching your criteria were found.

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FEIN: 200560655  
Business name: PAYOGFE.COM LLC  
Doing business  
as/Trading as:

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Please use your browsers back button to try again.

<a href="#">WorkforceWV</a>	<a href="#">Unemployment Compensation</a>	<a href="#">Offices of the Insurance Commissioner</a>
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