


<b>Purchase Change Request</b>		Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100	<b>Order #</b> MU18MOVE
------------------------------------	---	---	----------------------------

FY 2018	Buyer AD	Date 07/18/2017	Account VARIOUS	P.O. Date 06/27/2017	Contract MU18MOVE
------------	-------------	--------------------	--------------------	-------------------------	----------------------

<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 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
--	---

Vendor Name, Address, Phone #, etc. CENTRAL VAN & STORAGE 301 JACOBSON DR POCA WV 25159	Vendor Code	BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
Ph# 304-755-1898    Fax 55-0752625    FEIN# 13-5583389		

Item#	Quantity	Description of Change	Unit Price	Extended Price
		<b>Change Order # <u>1</u></b>  To append the attached "New Agreement For Motor Contract Carrier Transportation" to the contract.		

Reason for Change: Agreement attached.	Previous Total	\$ OPEN END
	Increase	\$ _____
	Decrease	\$ _____
	New Total	\$ OPEN END

Approved:  7-18-17  
 Authorized Signature Date

N/A  
 Attorney General if required Date

**NEW AGREEMENT  
FOR MOTOR CONTRACT CARRIER TRANSPORTATION**

---

Agreement by and between **Allied Van Lines, Inc.**, with a principal place of business in Oakbrook Terrace, IL, hereinafter referred to as "Carrier," and **Marshall University - Athletics**, with a principal place of business in Huntington, WV, hereinafter referred to as "Shipper."

1. **Scope** -- Carrier hereby agrees to provide the interstate transportation services for Shipper, as a contract carrier, for the commodities and within the territories described in Appendix A hereto.
2. **Rates, Terms and Conditions** -- Except as specified in Appendix A hereto, Carrier shall provide services pursuant to the rates, charges, rules and regulations specified in its motor carrier tariffs and the laws and regulations governing motor carriers (as defined in 49 U.S.C. 13101 et. seq.).
3. **Relationship of the Parties** -- The relationship of Carrier to Shipper shall be that of independent contractor. All equipment used by Carrier in the performance of the transportation functions hereunder shall at all times be under the exclusive control of Carrier, and all expenses incurred by Carrier in the operations of the equipment shall be paid by Carrier, without reimbursement from Shipper.
4. **Compliance with Laws** -- The parties agree that all for-hire transportation services provided by Carrier under this Agreement shall be in conformance with the provisions of 49 U.S.C. § 13101 et seq., and the rules, regulations and orders of the Surface Transportation Board, Department of Transportation, and any other governmental body having jurisdiction over the proposed activity; except that the parties hereby waive, to the extent permitted by law, those provisions of 49 U.S.C. § 13101 et. seq. which are inconsistent with this Agreement.
5. **Effective Date, Term and Renewal** -- This Agreement shall become effective ten days after it is signed by both parties, or on such other date as is agreed to by the parties hereto, shall remain in effect for a period of one year from the effective date hereof, and shall be automatically renewed on a month-to-month basis thereafter.
6. **Modification** -- This Agreement may not be modified except by a written instrument signed by both parties hereto.
7. **Termination** -- Either party hereto may, with or without the consent or fault of the other party, cancel this Agreement on thirty (30) days notice, in writing, to the other party. The 30-day notice period shall commence upon mailing if the notice is sent by certified mail, otherwise the 30-day period shall commence upon receipt by the other party. Notwithstanding the foregoing, in the event Carrier has not received any booked shipments within twelve (12) months of the Effective Date of this Agreement, then Carrier reserves the right to terminate this Agreement without written notice.
8. **Restriction Against Assignment** -- This Agreement may not be assigned by either party, and any attempt to do so shall be void.
9. **General** -- This instrument constitutes the entire and exclusive Agreement between the parties hereto, and any representation, affirmation of fact, and course of prior dealings, promise or condition in connection therewith or usage of the trade not incorporated herein shall not be binding on either party and any and all transportation provided for Shipper by Carrier shall be under the terms of this Agreement. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless in writing and signed by specifically authorized representatives of the parties.

10. **Application of Agreement** -- Carrier and Shipper agree that the provisions of this Agreement shall only apply to shipments authorized for movement by Shipper's offices located in Huntington, WV. It is further agreed that no other division, affiliate, subsidiary of Shipper, or parent company shall be entitled to said provisions, without the prior written consent of Carrier.

The proposed rates and provisions found in this agreement will be null and void if the agreement is not signed and returned to Carrier within ninety (90) days from 6/28/2017.

IN WITNESS WHEREOF the parties hereby execute this Agreement.

**MARSHALL UNIVERSITY- ATHLETICS**

By



Date 07/18/2017


Name Stephanie Smith

Title Director, Office of Purchasing / CPO

1 John Marshall Drive  
Huntington, WV 25755

**ALLIED VAN LINES, INC.**

By



Date 7/5/2017

Carmela J. Moretti

Director, Corporate Pricing and Contracts  
One Parkview Plaza, 4<sup>th</sup> Floor  
Oakbrook Terrace, IL 60181

## OPERATING TERMS AND CONDITIONS

- I. **Scope of Service** – This Agreement shall govern the interstate transportation of household goods, as defined by 49 U.S.C. § 13102 (10), between points in the United States (except Alaska and Hawaii).
- II. **Invoice Discount** – All Carrier's charges shall be based on a minimum shipment weight of 2,100 pounds. Carrier's charges for household goods shipments shall be reduced by sixty-five (65) percent below the charges in Tariff 400-N and 104-G (subject to annual price adjustments per item 40 of 400-N) in effect on the date a shipment loads

Carrier's charges for storage-in-transit, warehouse handling and SIT transportation (Item 210) as described in Item 185 of Tariff 400-N and 104-G (subject to annual price adjustments per item 40 of 400-N) shall be reduced by fifty-five (55) percent.

The foregoing discounts shall not apply to charges for services performed by third parties and valuation charges.

**Fuel Surcharge & Insurance-Related Surcharge** – Carrier's charges for any fuel-related and/or insurance-related surcharges currently published in Carrier's tariffs that are in effect or published subsequent to the effective date of this Agreement shall apply unless this Agreement is otherwise amended.

- III. **Automobile Shipments** – When a shipment consists of one or more automobiles or one or more automobiles is included in a shipment of household goods, Carrier's charges and liability coverage for the automobile shall be priced on a quote basis. Estimate will be given to the Shipper prior to each move, and in sufficient time for management review and approval.
- IV. **Payment of Charges** – Carrier shall invoice and Shipper shall pay said invoices pursuant to the extension of credit rules in Carrier's motor carrier tariff except that the free credit period is extended to 30 calendar days. Any invoices not paid within the extended free credit period shall be subject to a late payment charge of one and one-half (1 1/2) percent per month or portion thereof.
- V. **Document Preservation and Use of Electronic Copies** – Carrier may preserve any or all records called for in this Agreement or in any of Carrier's tariffs by electronic means, and may destroy "original" or "hard" copies of any or all such documents. Shipper agrees to accept for all purposes an electronic or imaged copy of any such record or other document in lieu of any original documents so long as the information on such copy is legible.
- VI. **Carrier Liability** – Carrier's liability for loss, damage or destruction to all shipments of household goods while in its custody shall be as established by Carrier's Maximum Value Protection No Deductible Option (Tariff 104-G, Item 53). Carrier's maximum liability shall be \$6.00 times the weight of the shipment in pounds up to a maximum of \$100,000.00 unless a greater valuation is specifically declared by Shipper on the bill of lading.

There shall be no charge for the first \$6.00 per pound of valuation under No Deductible Option up to a maximum valuation of \$100,000.00. For protection in excess of \$6.00 per pound or \$100,000.00, the charge shall be \$0.85 per \$100 for the amount of declared valuation.

Carrier's charges for storage-in-transit liability and for commodities other than shipments shall be as provided for in its motor Carrier tariffs.

Carrier shall be liable for pairs and sets in the event that partial damage or loss occurs to the pair or set with the exception of silver/gold (flatware), crystal (glassware), and china (i.e.

service settings), which shall be covered for actual loss or damage to the individual piece or place setting.

- VII. **Claims Settlement** – Carrier agrees to offer settlement of cargo damage claims not exceeding \$500 within 30 days after receipt of a complete and fully documented claim at Carrier's corporate headquarters. Failure to meet this requirement shall result in a payment of \$50 per day for each day past the thirtieth, up to a maximum total payment of \$500 when claimed by Shipper within 30 days of final claim settlement.
- VIII. **Storage Period** – Carrier agrees to extend the maximum period for storage-in-transit from 90 to 180 days.
- IX. **On-Time Pledge** – When carrier fails to pick up shipment at origin on the agreed pickup date or within the agreed period of time in which pickup is to be made, and/or fails to deliver shipment at destination on the agreed delivery date or within the agreed period of time in which delivery is to be made, carrier shall reimburse the shipper \$125.00 per day up to 100% of the linehaul transportation charge, and subject to the notes outlined in Item 802 of tariff 104-G (or reissues thereof).

## AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor.
5. **PAYMENT** - Any reference to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATIONS** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.
22. **DELIVERY** - All deliveries under the agreement will be FOB destination unless otherwise stated in the State's original solicitation. Any contrary delivery terms are hereby deleted.

**ACCEPTED BY:**  
**STATE OF WEST VIRGINIA**

Spending Unit: Marshall University  
Signed: Stephanie C. A.  
Title: Director, Office of Purchasing  
Date: 7-18-17

**VENDOR**

Company Name: Central Van + Storage / Allied Van Lines  
Signed: [Signature]  
Title: President / Central Van + Storage  
Date: 7/15/17