


Purchase Change Request		Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100	Order # MU18FBEMOVE
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FY 20	Buyer DG	Date 12/3/2019	Account Various	P.O. Date 5/9/2018	Contract MU18FBEMOVE
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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 type="checkbox"/> Renewal <input type="checkbox"/> Extension Error	<input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input checked="" type="checkbox"/> Change of Vendor Name/Address <input type="checkbox"/> Other
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Vendor Name, Address, Phone #, etc. Vendor Code Central Van and Storage Inc PO Box 626 Poca, WV 25159	BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
Ph# 304-755-1898 Fax FEIN# 550752625	

Item#	Quantity	Description of Change	Unit Price	Extended Price
		Change Order # <u>2</u> To change the Vendor name and address Vendor name and address changed from: Central Van & Storage of Charleston Inc 301 Jacobson Drive Poca, WV 25159 To read as: Central Van and Storage Inc PO Box 626 Poca, WV 25159 Effective date of name change: 12/3/2019 All other terms, conditions, and specifications contained in the original contract and all authorized change orders remain unchanged. Effective: June 1, 2019 - May 31, 2020		

Reason for Change: To change Vendor Name and Address	Previous Total	\$	Open-End
	Increase	\$	
	Decrease	\$	
	New Total	\$	Open-End

Approved: Angela White Negf 12/3/19 _____ Date

Authorized Signature

N/A _____ Date

Attorney General if required

Purchasing Continuation Sheet

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P.O. #

MU18FBEMOVE co2

Vendor: Central Van & Storage of Charleston Inc

Organization Name

Marshall University

Item #	Quantity	Unit	Description	Unit Price	Amount
			<p>Scope of Work</p> <p>Central Van & Storage will provide the university with dedicated driver(s) and team that has knowledge about the Athletics procedures for away game transport. Central's service contact point, Dallas, will coordinate with the operations department to ensure that all away game dates are on their operations schedule and crews are scheduled.</p> <p>Vendor will continue to provide Marshall equipment/tractor and trailer truck that we currently have to provide a coordinated and seamless appearance to the fans/team and staff.</p> <p>Pricing:</p> <p>Cost per mile with (1) one driver \$7.95 per mile Cost per mile with (2) two drivers \$8.75 per mile</p>		

Purchasing Continuation Sheet

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Organization Name		Marshall University

Vendor: Central Van & Storage of Charleston Inc

Item #	Quantity	Unit	Description	Unit Price	Amount
			<p>Plan of Operation</p> <p>Provide a plan of operation to achieve the objectives set forth in Section C, Scope of Goods and Services. Include a listing of all steps of service, from initial request through invoicing. Central Van & Storage will provide the following services for this contract:</p> <ul style="list-style-type: none"> • Preparing and washing all equipment that will be used to transporting team equipment in route to ensure all equipment is clean prior to arriving at destination. • Orders will be placed via email at the Marshall email address to be provided. • Central will work with Marshall to ensure a new wrap is provided for the trailer. • All equipment used for the transport will meet and exceed road worthy conditions and will be maintained at all times by Central Van & Storage. • With Central's experience of providing transport service for not only Marshall but WVU, Central feels they provide more experience than any other service provider in this area of work. • Central Van & Storage is located within 60 miles of the university and covers the entire state of WV with all their locations. • Central Van & Storage agrees to meet the travel schedule within the agreement. • Central's drivers and helpers will provide as much assistance in the loading and unloading of equipment as the university needs/wants. • Central Van & Storage will provide all the planning and routing to their drivers to ensure that they are well prepared for any road conditions along the route. • Central will provide at all times standby equipment in case of equipment failure. • Central will provide the university with an emergency action plan to ensure that if we have any breakdown, service providers along the route are on alert and drivers have all contact numbers for repair shops along the way. This will ensure we are back up and running without delay should we need any roadside assistance. 		

Purchasing Continuation Sheet

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Vendor: Central Van & Storage of Charleston Inc

Organization Name	Marshall University
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Item #	Quantity	Unit	Description	Unit Price	Amount
			<p>Plan of Operation</p> <ul style="list-style-type: none"> • All drivers will be in compliance with all DOT (Department of Transportation) procedures for CDL (Commercial Driver's License) drivers. • Central Van & Storage DOT #1243887. • Invoices will be sent via mail and electronically after each transport. 		



Office of Purchasing

Gene Papa
Central Van & Storage
301 Jacobson Drive
Poca, WV 25159

July 19, 2019

Re: Contract Extension for MU18FBEMOVE

Dear Mr. Papa,

The above referenced contract expired May 31, 2019. There is a provision for another 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 extend contract **MU18FBEMOVE** for one year effective from June 1, 2019 through May 31, 2020 under the same terms and conditions. Enclosed is a Purchasing Affidavit which requires signature and notarization as well.

Please return the letter and the enclosure signed in the original to the noted below.

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

If you have any questions, please feel free to call me at 304-696-2823.

Sincerely,

Becky Neace
Purchasing Agent

I agree to extend the current contract # **MU18FBEMOVE** for an additional one (1) year period effective June 1, 2019 through May 31, 2020 under the same terms and conditions.

Yes No

Yes, subject to the following changes indicated below or in the attached letter.

Signature: *Leonard Pope* Date: 8/6/19
Printed Name: Leonard Pope
Title: President

Comments: _____

WE ARE... MARSHALL.

WV-96
1/1/2019

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"):

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service:

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.
Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.
Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

WV-96
1/1/2019

- 12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
- 13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
- 14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the Initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
- 15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
- 16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
- 17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
- 18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

- 19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
- 20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strikethrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: Marshall University
 By: [Signature]
 Printed Name: Stephanie Smith
 Title: Interim Director of Purchasing
 Date: 7.25.19

Vendor: Central Coast Storage
 By: [Signature]
 Printed Name: Richard Edge
 Title: President
 Date: 7/16/19

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: Central Vault Storage

Authorized Signature: [Signature] Date: 8/6/19

State of WV

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 6 day of Aug, 2019

My Commission expires 2-26-24, 20



NOTARY PUBLIC [Signature]



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