


<b>Purchase Order</b>	 <b>MARSHALL UNIVERSITY</b> Direct all inquiries regarding this order to: (304) 696-2821	Marshall University Office of Purchasing One John Marshall Drive Huntington WV, 25755-4100	<b>Purchase Order #</b>  <b>MU18FBEMOVE</b>
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TO:  Central Van & Storage Inc. 301 Jacobson Drive Poca, WV 25159  FEIN: 55-0752526      PH: 304-755-1898	Vendor Code:	Ship to:  Jobsite	THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN  WVFIMS Account #:
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P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	Contract #
5/9/18	2018	AD				MU18FBEMOVE

		<p><u>CONTRACT ACCEPTANCE</u></p> <p>On behalf of the Governing Board, MARSHALL UNIVERSITY hereby accepts the quotation of <u>Central Van &amp; Storage Inc.</u></p> <p>Contract for Football Equipment Transportation Services</p> <hr/> <p>signed by <u>Leonard E. Papa II</u></p> <p>Title <u>President</u></p> <p>on <u>4/23/2018</u></p> <p>Approved as to form this <u>n/a</u> day of <u>n/a</u>, 2018 West Virginia Attorney General</p> <p>By: <u>n/a</u> Chief Counsel</p> <p>Effective dates: June 1, 2018 – May 31, 2019 Renewal: (4) Four renewals.</p> <p>Pricing: Cost per mile with (1) One driver \$7.95 per mile. Cost per mile with (2) Two drivers \$8.75 per mile.</p> <p>THIS ORDER IS EXEMPT FROM ALL SALES TAX LIMIT EACH INVOICE TO A SINGLE PURCHASE ORDER NUMBER</p>	
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Line No.	Fund	Org.	Account	Encumber Amount		Open-End
	349103	7044	70257	Open-End	Total:	

Mail Original Invoice and 1 Copy to: Marshall University Accounts Payable One John Marshall Drive Huntington, WV 25755-4500	 Authorized Signature	<u>5-11-18</u> Date
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Vendor: **Central Van & Storage**

Organization Name

Item #	Quantity	Unit	Description	Unit Price	Amount
			<p style="text-align: center;">Scope of Work</p> <p>Central Van &amp; Storage will provide the university with a dedicated driver/drivers and team that has knowledge about the Athletics procedures for away game transport. The Vendor's Service contract point, Dallas, will coordinate with the vendor's operations department to insure that all away game dates are on vendor's operations schedule and crews are schedules.</p> <p>Vendor will continue to provide he Marshall equipment/truck and tractor 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 drive \$7.95 per mile.                      Cost per mile with (2) Two drivers \$8.75 per mile.</p>		

Vendor: **Central Van & Storage**

Organization Name

Marshall University

Item #	Quantity	Unit	Description	Unit Price	Amount
			<p style="text-align: center;"><b>Plan of Operation</b></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 &amp; Storage will provide the following services for this contract:</p> <ul style="list-style-type: none"> <li>• Preparing and washing all equipment that will be used to transporting team equipment in rout to insure all equipment is clean prior to arriving at destination.</li> <li>• Orders will be placed via email at the Marshall email address to be provided.</li> <li>• Central will work with Marshall to insure a new wrap is provided for the trailer.</li> <li>• All Equipment used for the transport will meet and exceed road worthy conditions and will be maintained at all times by Central Van &amp; Storage.</li> <li>• With our experience of provide transport service for not only Marshall but also WVU we feel we provide more experience than any other service provider in this area of work.</li> <li>• Central Van &amp; Storage in located within 60 miles of the university and covers the entire state of WV with all our locations.</li> <li>• Central Van &amp; Storage agrees to meet the travel schedule within the agreement.</li> <li>• Our drivers and helpers will provide as much assistant in the loading and unloading of equipment as the university needs/wants.</li> <li>• Central Van &amp; Storage will provide all the planning and routing to our drivers to insure that they are well prepared for any road conditions along the route.</li> <li>• We will provide at all times standby equipment in case of equipment failure.</li> <li>• Central will provide the University with an emergency action plan to insure that we have any breakdown service providers along the route on alert and our drivers have all contact numbers for repair shops along the way. This will insure we are back up and running without delay should we need any roadside assistance.</li> </ul>		

Vendor: **Central Van & Storage**

Organization Name

Marshall University

Item #	Quantity	Unit	Description	Unit Price	Amount
			<p style="text-align: center;"><b>Plan of Operation</b></p> <ul style="list-style-type: none"> <li>• All drivers will be in compliance with all DOT procedures for CDL drivers.</li> <li>• Central Van &amp; Storage DOT# 1243887</li> <li>• Invoices will be sent via mail and electronically after each transport.</li> </ul>		

MU-96

**AGREEMENT ADDENDUM**

Rev. 1/18


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. Any disputes brought by Vendor arising out of the agreement and any counter-claims or cross-claims by Marshall University (“Marshall”) shall be presented to the West Virginia Legislative Claims Commission. Any disputes brought by Marshall University (“Marshall”) arising out of the agreement shall be presented in the Circuit Court of Cabell County, West Virginia, or other appropriate Court having jurisdiction over the matter.
2. **HOLD HARMLESS** – Any provision requiring Marshall 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 Marshall to pay taxes are deleted. As a State entity, Marshall is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will Marshall 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. Marshall has no statutory authority to pay interest or late fees.
7. **NO WAIVER** – Any language in the agreement requiring Marshall 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, Marshall 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 Marshall may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** – Any provisions limiting Marshall’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** – Marshall 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, Marshall 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 the Marshall prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** – Marshall, 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** – Marshall shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Marshall agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** – Any provision requiring Marshall to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. Marshall may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by Marshall 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 Marshall 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, Marshall 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.
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.
23. **PUBLICITY** – Vendor shall not, in any way or in any form, publicize or advertise the fact that Vendor is supplying goods or services to Marshall without the express written consent of Marshall.

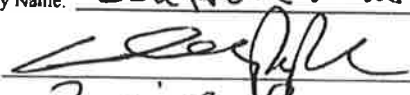
- 24. **UNIVERSITY MARKS** – Vendor shall not, in any way or in any form use Marshall's trademarks or other intellectual property without prior written consent of Marshall.
- 25. **INTELLECTUAL PROPERTY** – Marshall will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising out of the agreement, and Vendor will execute any assignments of other documents necessary for Marshall to perfect such rights, provided that, for research collaboration pursuant to subcontracts under sponsored research agreements, intellectual property rights will be governed by the terms of the grant or contract to Marshall to the extent such intellectual property terms to apply to subcontractors.
- 26. **FERPA** Vendor agrees to abide by the Family Education Rights and Privacy Act of 1974 ("FERPA). To the extent that Vendor receives personally identifiable information from education records as defined in (FERPA), Vendor agrees to abide by the limitations on re-disclosure set forth in which states that the officers, employees and agents of a party that receives education record information from Marshall may use the information, but only for the purposes for which the disclosure was made.

**ACCEPTED BY:**  
**MARSHALL UNIVERSITY**

OFFICE OF PURCHASING

Signed:   
Title: Director of Purchasing  
Date: 5/10/18

**VENDOR**

Company Name: Central Coast Sty  
Signed:   
Title: President  
Date: 4/23/18



# CERTIFICATE OF LIABILITY INSURANCE

MU18FBEMOVE | DATE (MM/DD/YYYY) **Pages 7/10/2018**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Rodgers Insurance Group Foster Plaza V 651 Holiday Drive Pittsburgh PA 15220 <b>INSURED</b> Central Van & Storage Of Charleston Inc Evans Transfer & Movers Inc. Evans Van & Storage LLC PO Box 626 Poca WV 25159	<b>CONTACT NAME:</b> Lance Doka <b>PHONE (A/C, No, Ext):</b> (412) 922-1651 <b>E-MAIL ADDRESS:</b> ldoka@roddgersgrp.com <b>FAX (A/C, No):</b> (412) 922-5117 <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Transguard Insurance Company <b>NAIC #</b> 28886 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
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**COVERAGES**      **CERTIFICATE NUMBER:** CL1762223057      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		TCP000112700	6/25/2017	6/25/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Property damage-single limit \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		TCP000112700	6/25/2017	6/25/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Expense \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	OCCUR CLAIMS-MADE	TCU000076600	6/25/2017	6/25/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Motor Truck Cargo		TCP000112700	6/25/2017	6/25/2018	Limit per Vehicle \$200,000
A	Warehouse Legal		TCP000112700	6/25/2017	6/25/2018	Limit \$1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

<b>CERTIFICATE HOLDER</b>  Marshall University Purchasing Department 1 John Marshall Drive Huntington, WV 25755	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Andrew Rodgers/LD
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## LIFE OF CONTRACT PAGE

**LIFE OF CONTRACT:** This contract becomes effective on June 1, 2018 and extends for a period of **one (1) year** or until such reasonable time thereafter as is necessary to obtain a new contract. Such "reasonable time" shall not exceed **twelve (12) months** upon expiration of one (1) year from the effective date of this contract by giving the Director of Purchasing **thirty (30) days** written notice.

**RENEWAL:** This contract may be renewed upon mutual written consent, submitted to the Director of Purchasing **thirty (30) days** prior to the date of expiration. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to **four (4) successive one (1) year** periods.

**CANCELLATION:** The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

**OPEN MARKET CLAUSE:** The Director of Purchasing may authorize a spending unit to purchase in the open market, without the filing of a requisition or cost estimate, items specified on this contract for immediate delivery in emergencies due to unforeseen causes (including but not limited to delays in transportation or an unanticipated increase in the volume of work).

**TIME:** Time consumed in delivery or performance is of the essence.


**ORDERING PROCEDURE:** Departments shall submit a requisition for commodities covered by this contract to the Purchasing office. Purchasing will then issue a purchase order to the vendor as authorization for shipment. If the vendor accepts credit cards, purchases may also be made using the P-card up to the established transaction limit for the department.

**FUNDING PARAGRAPH:** Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for these services, this contract becomes of no effect and is null and void after June 30.

**INTEREST:** Should this contract include a provision for interest on late payments, the agency agrees to pay the maximum legal rate under West Virginia Law. All other references to interest charges are deleted.

**CONTRACT PRICING:** Unless otherwise allowed by the Director of Purchasing, price increases will be approved only at the beginning of each renewal period. All adjustments will be made in dollars, not per cent. Requests for price increases must be received in writing by the Director at least **thirty (30) days** in advance of the effective date. Vendors may add products throughout the term of this contract when it is in the best interest of the University. The Director at Marshall University will determine which products will be added. Price decreases will be "passed through" to Marshall University.



<b>Request for Proposal</b>		 <b>Marshall University</b> Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2821		<b>Proposal#</b>  MU18FBEMOVE		
<b>Vendor:</b>		Phone: 304-696-2821 Email: daileya@marshall.edu Fax: 304-696-3333		<b>For information contact:</b> Buyer: Amanda Dailey Phone: 304-696-2821 Email: daileya@marshall.edu		
<b>FEIN/SSN:</b>						
Sealed requests for proposals furnishing services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE PROPOSAL WILL BE SUBMITTED ON THIS FORM, SIGNED, AND NUMBER OF COPIES REQUESTED IN THE PROPOSAL, AND SUBMITTED IN BONFIRE BY BID OPENING TIME AND DATE. The Institution reserves the right to accept or reject proposals separately or as a whole, to reject any or all proposals, to waive informalities or irregularities and to contract as the best interests of the Institution may require. PROPOSALS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.						
<b>DATE</b> 3/24/2018		<b>DELIVERY REQUIREMENTS</b>		<b>DEPARTMENT REQUISITION NO.</b> MU18FBEMOVE		
				<b>PROPOSALS OPEN:</b> April 24, 2018 3:00 PM		
				<b>BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID</b>		
<b>Item #</b>	<b>Quantity</b>	<b>Description</b>			<b>Unit Price</b>	<b>Extended Price</b>
		<p align="center"><b>REQUEST FOR PROPOSALS</b></p> <p>Marshall University will accept proposals for the following services until 3:00 on April 14, 2018. At that time, proposals will be opened and recorded in Old Main, Room 125, Huntington, WV.</p> <p>Football Equipment Transportation Services</p> <p>All bidding documents must be submitted in to the MU Bonfire Portal.</p> <p><a href="https://marshall.bonfirehub.com/opportunities/7407">https://marshall.bonfirehub.com/opportunities/7407</a>                      In accordance with the bidding documents issued by Marshall</p>				

To the Purchasing Department,  
 In compliance with the above, the undersigned offers and agrees, if this offer is accepted within \_\_\_\_\_ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from \_\_\_\_\_ Bidder's name Vendor Central Van + Storage Inc

within \_\_\_\_\_ days  
 Signed By [Signature]  
 Typed Name Leonard E. Poffe II  
 Title President  
 Street Address 301 Jacobsan Dr  
 City/State/Zip Beck WV 25159  
 Date 4/23/18 Phone 304-555-1898  
 Fein 55-0752528  
 Email epoffe@centralvan.com

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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: \_\_\_\_\_

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 23 day of April, 2018

My Commission expires Oct 19, 2020

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]