

**Purchase
Change Request**



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

Order #
MU19POUR

FY 25	Buyer LL	Date 04/05/2024	Account Various	P.O. Date 11/25/2019	Contract MU19POUR
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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 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. The Bottling Group LLC 1111 Westchester Ave White Plains, NY 10604	Vendor Code 13-4042452	BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
Ph# 304-545-4982	Fax	FEIN# 13-4042452

Item#	Quantity	Description of Change	Unit Price	Extended Price
		<p align="center">Change Order # 5</p> <p>To renew contract MU19POUR all in accordance with the terms, conditions, and specifications contained in the original contract and all authorized change orders.</p> <p align="center">Beverage Sales and Sponsorship</p> <p>Renewals Dates: July 1, 2024 - June 30, 2025 Renewal # 5 of 9 Renewals Remaining: (4) Four</p> <p>Vendor contact: Jere Gaeger at Jere.Gaeger@pepsico.com/304-545-4982</p>		

Reason for Change: Contract Renewal	Previous Total	\$	Open-end
	Increase	\$	
	Decrease	\$	
	New Total	\$	Open-end

Approved:

Michelle Wheeler
Authorized Signature

4.9.2024

Date

N/A

Attorney General if required

Date



Office of Purchasing

Renewal Letter

March 28, 2024

VIA ELECTRONIC MAIL: jere.gaeger@pepsico.com

Jere Gaeger
The Bottling Group, LLC
1111 Westchester Avenue
White Plains, NY 10604

Re: Contract Renewal for MU19POUR

Dear Mr. Jere:

The above referenced contract expires on June 30, 2024. There is a provision for 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 renew contract, MU19POUR, effective July 1, 2024 through June 30, 2025 under the same terms and conditions as the original contract including all approved change orders.

Please return the executed letter via email at your earliest convenience.

If you have any questions, please feel free to contact me at lemonl@marshall.edu.

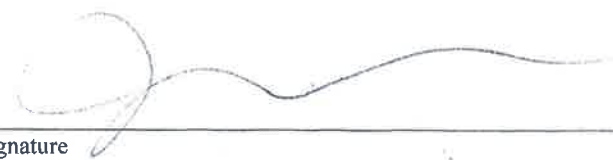
Sincerely,

Leeann Lemon
Contract Specialist

I agree to the current MU19POUR for an additional one (1) year period under the same terms and conditions as the original contract.

Yes No

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



Signature

3/29/24

Date

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: Pepps

Authorized Signature: [Signature] Date: 3/29/24

State of WV

County of cabell, to-wit:

Taken, subscribed, and sworn to before me this 29 day of March, 2024.

My Commission expires 12/9, 2025.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]
Purchasing Affidavit (Revised 01/19/2018)

1 of 1 | [View All](#) Some of the values entered as Search Criteria for UI secured field ...

Vendor/Customer

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
✓ 000000104549	BOTTLING GROUP LLC		Active	Inactive	
000000104550	PEPSI BOTTLING GROUP		Active	Inactive	

From 1 to 2 of 2 First Prev Next Last [Attachments](#)

Save [Undo](#) [Delete](#) [Insert](#) [Copy](#) [Paste](#) [Search](#)

▼ General Info

Vendor/Customer : 000000104549	Restrict Use by Department :
Legal Name : BOTTLING GROUP LLC	Miscellaneous Account :
Alias/DBA :	Internal Account :
Vendor Active Status : Active ▼	Third Party Only :
Vendor Approval Status : Complete	Third Party Vendor :
Customer Active Status : Inactive ▼	Third Party Customer :
Customer Approval Status : Incomplete	Inventory Customer :
Location Name :	Healthcare Provider :
First Name :	Never Archive :
Middle Name :	Restrict VSS Access : No ▼
Last Name :	Discontinue - No New Business :
Company Name : BOTTLING GROUP LLC	Prevent MA Reference :
Previous Name :	PunchOut Enabled :
Previous Street :	Re-PunchOut Enabled :
Previous City :	Electronic Order Enabled :
Previous State/Province :	W-9 Received :
Previous Country :	W-9 Received Date :
	W-8 Received :
	W-8 Received Date :
	Accepts Credit Cards :
	Active From : 01/01/1999
	Active To :
	Last Usage Date : 03/16/2023
	Department :
	Unit :

▶ Headquarters

▶ Organization

▶ Disbursement Options

▶ Prenote/EFT

▶ Remittance Advice

▶ Vendor Terms

▶ Accounts Receivable

▶ eMALL

▶ Location Information

▶ Fee and Vendor Compliance Holds

Fee Exempt :	Tax Clearance :
Registration Application Date : 07/01/2014	Unemployment Insurance :
Registration Effective Date : 07/01/2014	Worker's Compensation :
Registration Expiration Date : 07/01/2015	Secretary of State Registration :
Pre-Registration Code :	Federal Debarred :

▶ Executive Compensation

▶ Additional Information

▶ Travel

▶ Change Management

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