

**Purchase
Change Request**



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

Order #
MU19POUR

FY 21	Buyer MW	Date 6/24/2021	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 Ph# 304-545-4982 Fax	Vendor Code FEIN# 13-4042452	BOG Unit Name & Address 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
		<p align="center">Change Order # <u>2</u></p> <p>To renew the original contract according to all terms, conditions, and specifications contained in the original contract.</p> <p align="center">Beverage Sales and Sponsorship</p> <p>Effective Dates: July 1, 2021 to June 30, 2022</p> <p>Renewal No. 2 of 9 Renewals remaining: (7) seven</p>		

Reason for Change: Renew contract	Previous Total	\$ OPEN-END
	Increase	\$
	Decrease	\$
	New Total	\$ OPEN-END

Approved:

Treacy Grandolini
Authorized Signature

6/24/21
Date

N/A
Attorney General if required

Date



Student Center Operations

June 21, 2021

PepsiCo Bottling Group, LLC
1111 Westchester Avenue
White Plains, NY 10604

Re: Contract Renewal MU19POUR

To Whom It May Concern:

The above referenced contract expired on June 30, 2021. 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 renew MU19POUR contract effective July 1, 2021 through June 30, 2022 under the same terms and conditions. Enclosed is a Purchase Affidavit which requires signature and notarization as well.

Please return the letter and the enclosed purchasing affidavit signed in the original to the noted below.

Marshall University – Student Center Operating
Suite 2W5 – Memorial Student Center
One John Marshall Drive
Huntington, WV 25755-4100

If you have any questions, please feel free to call me at 304-696-2528

Sincerely,

William "Tootie" Carter, Business Manager, Student Center Operating

I agree to renew the current contract # (contract number) for an additional one (1) year period under the same terms and conditions.

___ Yes ___ No

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

Revert To original CONTRACT From year 1. All Funding From proposal To be paid.

Signature Date 6/22/21

Printed Name Jerry Coeger

Title Key Account Manager

Comments: Thank You

WE ARE... MARSHALL.

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: PepsiCo

Authorized Signature: [Signature] Date: 6/23/21

State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 23 day of June, 2021.

My Commission expires 12/9/25, 20 .



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