

Purchase Change Request



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

Order #
MU19POUR

FY 23	Buyer JH	Date 7/25/2022	Account Various	P.O. Date 11/25/2019	Contract MU19POUR
----------	-------------	-------------------	--------------------	-------------------------	----------------------

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
--	---	--

Vendor Name, Address, Phone #, etc. The Bottling Group, LLC 1111 Westchester Ave White Plains, NY 10604 Ph# 304-545-4982 Fax	Vendor Code 13-4042452 FEIN# 13-4042452	BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
--	--	--

Item#	Quantity	Description of Change	Unit Price	Extended Price
		<p align="center">Change Order # <u>3</u></p> <p>To renew contract MU19POUR according to all terms, conditions, and specifications contained in the original contract and all authorized change orders.</p> <p align="center">Beverage Sales and Sponsorship</p> <p>Contract Effective Date(s): July 1, 2022 to June 30, 2023</p> <p>Renewal #3 of 9 Renewals Remaining: Six (6)</p>		

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

Approved: Michelle Wheeler 7/28/22
 Authorized Signature Date

N/A
 Attorney General if required Date



Student Center Operations

July 12, 2022

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

Re: Contract Renewal MU19POUR

To Whom It May Concern:

The above referenced contract will expire on June 30, 2022. 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, 2022 through June 30, 2023 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.

Signature  Date 7/13/22

Printed Name Jere Gaeger

Title HAM

Comments:

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: Pepsi

Authorized Signature: [Signature] Date: 7/13/22

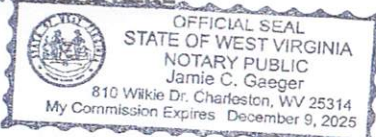
State of WV

County of Morgan, to-wit:

Taken, subscribed, and sworn to before me this 13 day of July, 2022.

My Commission expires December 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
 Legal Name : BOTTLING GROUP LLC
 Alias/DBA :
 Vendor Active Status : Active
 Vendor Approval Status : Complete
 Customer Active Status : Inactive
 Customer Approval Status : Incomplete
 Location Name :
 First Name :
 Middle Name :
 Last Name :
 Company Name : BOTTLING GROUP LLC
 Previous Name :
 Previous Street :
 Previous City :
 Previous State/Province :
 Previous Country :

Restrict Use by Department :
 Miscellaneous Account :
 Internal Account :
 Third Party Only :
 Third Party Vendor :
 Third Party Customer :
 Inventory Customer :
 Healthcare Provider :
 Never Archive :
 Restrict VSS Access : No
 Discontinue - No New Business :
 Prevent MA Reference :
 PunchOut Enabled :
 Re-PunchOut Enabled :
 Electronic Order Enabled :
 W-9 Received :
 W-9 Received Date :
 W-8 Received :
 W-8 Received Date :
 Accepts Credit Cards :
 Active From : 01/01/1999
 Active To :
 Last Usage Date : 10/29/2020
 Department :
 Unit :

Headquarters

Headquarters Account : No
 Headquarters Account Code : 000000104550
 Headquarters Account Legal Name : PEPSI BOTTLING GROUP
 Franchise Account :
 Web Address http:// :
 Catalog DUNS : 048407840
 Catalog Extended DUNS :
 Catalog Unique Entity Identifier :
 Taxpayer ID Number : ****2452
 Taxpayer ID Number Type : EIN

Organization

Organization Type : Company
 1099 Classification : Corporation
 1042-S Ch. 3 Recipient Code :
 1042-S Ch. 4 Status Code :
 Number of Employees :
 Merchant ID :
 Sex :
 Date of Birth :
 Marital Status :
 Annual Income :
 IRS Country of Residence :
 IRS Country Sub Code :
 Contract Withholding Exempt :
 National Provider ID :
 Assigning Authority :
 CAGE Code :
 Permanent Staffed Office in State :
 1099 Indicator : No
 1042-S Indicator :
 Taxpayer ID Number : 134042452
 Taxpayer ID Number Type : EIN
 Detailed TIN Type :
 Foreign Tax ID :
 GIIN :
 1042-S Recipient Account Number :
 W-8 Form :
 Tax Profile : NOTAX
 Tax Profile Name : No Tax
 EBIC Number :
 IAEC Number :
 Web Address http:// :
 Employee ID :
 Employee Status :
 Supplier Shared Secret :

Disbursement Options

Category : DIRC
 Description : Direct Payments
 Default Type : Check
 Default Priority : 99
 Default Format : REG
 Default Format Description :
 Scheduled Payment Day :
 Single Payment Indicator :
 Name on Check : Legal Name
 Eligible for VCA Payments :
 VCA Effective From Date :
 VCA Effective To Date :
 VCA Primary Email :
 VCA Secondary Email :
 Hold Payment :
 Hold Payment Authorized By :
 Hold Payment Authorized On :
 Hold Reason :
 Prevent New Spending :
 Prevent New Orders : For All Departments
 Third Party Code :
 Third Party Name :
 Third Party Approved By :
 Third Party Approved On :
 Third Party Reason :

VCA Comments :

Always Infer Third Party Vendor :
Third Party Address ID :

▼ Prenote/EFT

Generate EFT Payment : <input type="checkbox"/>	EFT Format :
ABA Number :	EFT Format Description :
Bank Name :	EFT Status :
Account Type :	Last Status Change :
Account Number :	EFT Status Description :
Routing ID Number :	
Bank Phone Number :	
Prenote Requested Date :	Prenote Return Reason Explanation :
Prenote Return Reason :	
Prenote Return Reason Message :	
Foreign Correspondent Bank Name :	W-9 Mailing Date :
Foreign Correspondent Bank Branch Country Code :	W-9 Response Date : 08/20/2013
Account Number Linkage to Provider Identifier :	
Reason for Submission :	

▼ Remittance Advice

Remittance Advice Required :

Remittance Advice Format :

Remittance Advice Format Description :

Remittance Advice Transmission Mode :

▼ Vendor Terms

Number of Days 1 :	Number of Days 3 :
Discount Percent 1 :	Discount Percent 3 :
Discount Always 1 : <input type="checkbox"/>	Discount Always 3 : <input type="checkbox"/>
Number of Days 2 :	Number of Days 4 :
Discount Percent 2 :	Discount Percent 4 :
Discount Always 2 : <input type="checkbox"/>	Discount Always 4 :

▼ Accounts Receivable

Default Receipt Type :	Bill Headquarters :
Default Billing Profile :	Bankruptcy :
Cost Accounting Funding Type :	Central Statement BPRO :
Credit/Debit Card Type :	Central Statement Billing Location :
Credit/Debit Card Number :	Central Statement Address ID :
Name on Card :	Suppress Central Statement :
Credit/Debit Card Expiration Month :	Suppress Central Past Due Statement :
Credit/Debit Card Expiration Year :	

▼ eMALL

DUNS : 013387799	Preferred Ordering Method :
Extended DUNS :	Pcard Acceptance Level :
Unique Entity Identifier :	Create Certification Document :
Internet Catalog :	Vendor Preference Level : 99
VSS Registered : <input type="checkbox"/>	

▼ Location Information

*Verify My Locations by : Create My Own

Vendor Verification Based On : Migrated vendor accounts ha

Vendor Verification Password :

Send Activation Code :

Activation Email Address :

Activation Code :

Confirm Activation Code :

Requestor Name :

Requestor Phone Number :

Confirm Verifications :

▶ Fee and Vendor Compliance Holds

Fee Exempt : <input type="checkbox"/>	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

Miscellaneous Field 1 :	Miscellaneous Flag 1 :
Miscellaneous Field 2 :	Miscellaneous Flag 2 :
Miscellaneous Field 3 :	Miscellaneous Flag 3 :
Miscellaneous Field 4 :	
Miscellaneous Field 5 :	
Miscellaneous Field 6 :	

Miscellaneous Field 7 :

▼ Travel

Traveler :
Travel Policy : 
Allow Traveler Advances :
PCard ID : 

▼ Change Management

Created By : conversion Last Modified By : batch
Conversion User Batch User
Created On : 06/03/2014 Last Modified On : 08/15/2015
Last Approved By : batch Comments : CHECKED : UNCHECKED: WORKERS
Batch User COMPENSATION
Last Approved On : 08/15/2015
Date Registered : 06/03/2014

[Top](#)

CREATE DOCUMENT> [Create New Record](#) [Modify Existing Record](#)

UPDATE> [Headquarters](#) [Add 1099 Information Entry](#) [Add 1042-S Reporting Information Entry](#) [Vendor Business Types By Commodity](#)

SEARCH BY> [Master Contacts](#) [Master Addresses](#) [Vendor Commodity](#) [Vendor Addresses](#) [Vendor Business Types](#) [Vendor Service Areas](#) [VCM Query](#) [Historical Vendor Information](#)
[Vendor Transaction History](#)