Purchase



Marshall University Office of Purchasing Order#

Char	nge R	equest	MAN	HAW.	One Johr Huntington	n Marshall n, WV 257		MU23	PAINTSERV
FY 25	Buyer		2024	Accour		P.O. Da		Contract	
Document ☐ Requisition (Cancellation only) ☐ Regular Purchase Order ☐ Contract Purchase Order ☐ Open End Contract Purchase ☐ Agreement Vendor Name, Address, Phone #, etc. Vendor Code 4 Elite Development Group LLC					Document Action Cancellation Increase/Decreas Unused Balance Freight Renewal Extension Error	e	Error in Total Amount Change of Account Change of Vendor Name/Address Other BOG Unit Name & Address Marshall University Office of Purchasing		
18911 Bear Creek Road Catlettsburg, KY 41129							One John Marshall Drive Huntington, WV 25755-4100		
Ph# 304-6		Fax			454708510				
Item#	Quantity			Descr	ription of Change			Unit Price	Extended Price
	Change Order #					=			
Reason for Change: Contract Renewal							Previous Tot	iai \$	Open-end
							Increase	\$	<u> </u>
		ē					Decrease	\$	
							New Total	\$	Open-end
			\cap	M	1000 n	\bigcap			11 9 2021

Approved:

Date

Attorney General if required

Date



Office of Purchasing

March 27, 2024

Renewal Letter

Created: 12/01/2020

VIA ELECTRONIC MAIL: vmedpg@yahoo.com

Mr. Vern L. Mullens, II Elite Development Group LLC 18911 Bear Creek Road Catlettsburg, KY 41129

Re: Contract Renewal for MU23PAINTSERV

Dear Mr. Mullens:

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, <u>MU23PAINTSERY</u>, effective <u>July 1, 2024</u> through <u>June 30, 2025</u> 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.

Leeann Lemon
Leeann Lemon
Contract Specialist

I agree to the current MU23PAINTSERV for an additional one (1) year period under the same terms and conditions as the original contract,

Y Yes ____ No

Signature 3:27:29
Date

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

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 into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the

"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 amount that meets or exceed 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, 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: Elite Development Pointing	news LLC						
Authorized Signature:	Date: 3-29-29						
State of KY							
County of Boyd to-wit:							
Taken, subscribed, and sworn to before me this \(\frac{15'}{2} \) day of \(\frac{April}{20.24} \).							
My Commission expires JUNE 9	20 27.						
	- + / //						
AFFIX SEAL HERE	NOTARY PUBLIC JUMEN CHIMAL TOWN						
TAMMY DENNIS HOWELL Notary Public	Purchasing Affidavit (Rovised 01/19/2018)						
Commonwealth of Kentucky Commission Number KYNP73717 My Commission Expires Jun 9, 2027							

Vendor/Customer

