


Purchase Order	 MARSHALL UNIVERSITY Direct all inquiries regarding this order to: (304) 696-2819	Marshall University Office of Purchasing One John Marshall Drive Huntington WV, 25755-4100	Purchase Order # MU20VENDSN
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TO: AVI FOODSYSTEMS INC 2590 ELM RD NE WARREN OH 44483 FEIN: 34 0939177 PH: 304-766-8846	Vendor Code: _____	Ship to: Site Room # _____	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 #
7/1/2019	2020	DG		Dest.	Net 30	MU20VENDSN

		<u>CONTRACT ACCEPTANCE</u> On behalf of the Governing Board, MARSHALL UNIVERSITY hereby accepts the quotation of _____ AVI Foodsystems, Inc. signed by <u>Jeremy VanNess</u> Title <u>Vice President for Finance and CFO</u> on <u>June 13, 2019</u> Approved as to form this _____ day of _____, West Virginia Attorney General By: n/a _____ Chief Counsel Snack Vending Machine Services Effective July 1, 2019 through June 30, 2020 with (4) annual renewals THIS ORDER IS EXEMPT FROM ALL SALES TAX LIMIT EACH INVOICE TO A SINGLE PURCHASE ORDER NUMBER	
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Line No.	Fund	Org.	Account	Encumber Amount		Total:	OPEN-END
1.							
2.							
3.							
4.							

Mail Original Invoice and 1 Copy to:
 Marshall University Accounts Payable
 One John Marshall Drive Huntington,
 WV 25755-4500


 Authorized Signature 8-14-19
 Date

Vendor: **AVI Foodsystems, Inc.**

Organization Name

Item #	Quantity	Unit	Description	Unit Price	Amount
			<p>Contractor to install, properly service and maintain, clean and keep snack vending machines stocked with name brand merchandise, in designated buildings. This includes the Huntington campus, South Charleston campus, and Mid-Ohio Valley campus.</p> <p>All machines must be in excellent operating condition, have excellent appearance and will be debit card ready as per contract requirements. The Blackboard Transact Vending Readers will be factory installed OR installed internally on-site (side mount not accepted) on all machines currently furnished with data connections. All vending machines shall be equipped with card readers within six months of the first year of the contract. Additional locations of machines will be determined by Marshall University. Electrical power and data connections to each location will be furnished by Marshall. Contractor will be responsible for all costs associated with the proper implementation and installation of the readers. Machines must be compatible for installation of card reader. Replacement of readers due to malfunction, vandalism, and wear will be the responsibility of the contractor.</p> <p>Contractor must have ability to provide additional machines and card readers as requested by the institution should new vending locations be determined during the life of the contract or should new buildings be erected on campus.</p> <p>The machines should be modular or capable of being capped to present an attractive appearance. Replacements of equipment will be made with new machines as required with wear and obsolescence. These replacements shall be made at the request of the Director of Business Operations. Contractor will install microwave, condiments areas and enclosures as needed.</p> <p>All equipment must be factory new equipment of the most recent models available. Equipment shall not be more than five years old or manufactured prior to 2015. All machines must meet the approval of the Director of Business Operations.</p> <p>All new machines will be equipped with bill validators and must accept any combination of nickels, dimes and quarters.</p> <p>Equipment supplied will be a type approved by the National Sanitation Foundation, National Automatic Merchandising Association, or a recognized state or local health department.</p> <p>All electrically operated vending machines furnished shall be equipped so as to provide thermal overload protection. All machines furnished shall be equipped with all necessary safety devices which shall be maintained in good operating condition at all times, and shall be listed with Underwriters' Laboratories, Inc.</p> <p>All product vending machines must be approved by the National Sanitation Foundation, or other approved testing organization, and the National Automatic Merchandising Association.</p> <p>Vendor Contact:</p> <p>Kevin Buckalew, Charleston Branch Manager M: 304.522.5196 O: 304.766.8846 KBuckalew@AVIFoodsystems.com</p>		

Financial Consideration

- **Guarantee an annual vending commission in the amount of \$28,100 for each year of service**, or commissions paid in accordance with the schedule below, whichever would be the greater. Commissions are paid on sales less applicable Federal, State and Local sales taxes and any applicable card reader fees.

Hot Beverages	28.5%
Confections	28.5%
Pastry	28.5%
Fresh Food Items	28.5%

- **Establish an annual Promotional Fund in the amount of \$2,000.** This fund will be used for events promoting AVI's vending services and/or products during each year of service.
- **Establish an annual Scholarship Fund in the amount of \$1,500.** This fund will be awarded at the discretion of Marshall University.

Vending Pricing

Flavia Freshpacks	Cash Price
Classic Coffees and Teas, 10 oz.	\$ 1.00
Premium Coffee (Starbucks), 10 oz.	\$ 1.50
Milk Froth (for Cappuccinos and Lattes)	\$ 0.90
Dove Hot Chocolate, 10 oz.	\$ 1.10
Candy and Snacks	
Candy	\$ 1.25
Candy, Large Size	\$ 1.70
Crackers	\$ 1.25
Gum and Mints, Regular Size	\$ 0.80
Gum, Large Size	\$ 1.50
Snacks, Large Single Serve Size	\$ 1.25
Pastries and Homemade Cookies	\$ 1.50
Fresh Food	
Sandwiches, Salads, Fresh Fruits and Desserts	Menu

Additional Equipment

AVI will provide the following equipment for your use as part of our service program:

- Forty-four (44) new MEI readers. AVI offers a \$ 0.10 discount for cash purchases. The discounted cash price is shown above.
- One (1) bill recycler
- Two (2) microwaves

AVI Fresh Food Menu Pricing

Signature Fresh Food Menu

nutriGOOD	Portion	Calories	Price
Sunrise Sandwich	4.60 oz.	225	\$1.50
Homemade Pasta Salad	5.40 oz.	270	\$1.50
Chicken & Cheese on Wheat Sandwedge	4.30 oz.	220	\$1.75
Turkey Burger	5.20 oz.	310	\$2.00
Virginia Ham & Cheese Sandwich	5.10 oz.	285	\$2.00
Ham & Chicken Sub	6.00 oz.	220	\$2.25
Grilled Chicken Sandwich	5.40 oz.	255	\$2.25
Honey of a Ham Sub	5.50 oz.	255	\$2.25
Lean Trio Sub	5.20 oz.	280	\$2.25
Shaved Turkey Stacker	5.20 oz.	200	\$2.25
Roast Beef Barbecue Sub	5.40 oz.	230	\$2.50
Mesquite Chicken Sub	6.10 oz.	360	\$2.25
nutriWISE	Portion	Calories	Price
Yoplait Banana Strawberry Yogurt	6.00 oz.	100	\$1.00
Yoplait Light Blueberry Yogurt	6.00 oz.	90	\$1.00
Yoplait Strawberry Yogurt	6.00 oz.	150	\$1.00
Bagel-fuls Cinnamon	3.50 oz.	200	\$1.25
Tossed Salad with Italian	5.30 oz.	135	\$1.25

Tossed Salad with Ranch	5.20 oz.	170	\$1.25
State Fair Corn Dog	4.00 oz.	190	\$1.25
Carrots with Ranch	5.00 oz.	180	\$1.50
Dole Tropical Fruit Salad Bowl	7.00 oz.	60	\$1.50
Dole Peaches Bowl	7.00 oz.	80	\$1.50
Dole Mandarin Oranges Bowl	7.00 oz.	80	\$1.50
General Mills Cereals	4.00 oz.	varies	\$1.50
Ham & Swiss on Wheat Bread	4.20 oz.	225	\$1.50
Kellogg's Cereals	4.00 oz.	varies	\$1.50
Quaker Oatmeal Brown Sugar	1.90 oz.	200	\$1.50
Turkey & Cheddar on Wheat Bread	4.20 oz.	225	\$1.50
Veggies with Ranch	4.00 oz.	160	\$1.75
Roast Beef & Swiss on Wheat Bread	4.30 oz.	235	\$2.00
Roast Beef Sub	4.40 oz.	250	\$2.00
Campbell's Chicken Noodle Soup	15.40 oz.	70	\$2.25
Campbell's Tomato Soup	15.40 oz.	110	\$2.25
Campbell's Vegetable Beef Soup	15.40 oz.	80	\$2.25
Roast Beef Stackers on Multigrain	4.40 oz.	230	\$2.25
Starkist Lunch To-Go	4.50 oz.	230	\$2.50
Ready Pac Chicken Caesar Salad	6.25 oz.	230	\$3.75
Ready Pac Caprese Salad	5.00 oz.	210	\$3.75
Ready Pac Cranberry Walnut Salad	4.50 oz.	210	\$3.75
Ready Pac Kickin' BBQ Style Salad	7.00 oz.	240	\$3.75
Kitchen Classics	Portion	Calories	Price
Cheese Chunks with Crackers	4.40 oz.	435	\$1.50
Fish Sandwich	5.00 oz.	355	\$1.50
Ham & Cheddar Sandwich	4.30 oz.	255	\$1.50
Ham & Cheese Sandwich	4.40 oz.	280	\$1.50
Ham & Swiss Sandwich	5.10 oz.	320	\$1.50
Mild Sausage Sandwich	3.80 oz.	265	\$1.50
Turkey & Swiss Sandwich	5.20 oz.	390	\$1.50
Cheese Chunks, Pepperoni & Crackers	3.80 oz.	480	\$1.75
Chicken Biscuit Sandwich with Honey	6.00 oz.	505	\$1.75
Chicken Delight Sandwich	5.20 oz.	455	\$1.75
Chicken Parmesan Sandwich	5.50 oz.	360	\$1.75
Fish & Cheese Sandwich	5.40 oz.	395	\$1.75
Ham & Cheese Croissant	5.50 oz.	375	\$1.75
Reuben Sandwich	5.00 oz.	300	\$1.75
Turkey & Cheddar Croissant	6.20 oz.	475	\$1.75

Antipasto with Kalamata Olives	4.40 oz.	285	\$2.00
Buffalo Chicken Sandwich with Blue Cheese	6.30 oz.	500	\$2.00
Chicken & Swiss Sandwich	5.40 oz.	465	\$2.00
Fried Bologna Sandwich	8.40 oz.	670	\$2.00
Italian Grinder	5.40 oz.	420	\$2.00
Mini Beef Tacos	4.10 oz.	280	\$2.00
Roast Beef & Swiss Sandwich	5.10 oz.	305	\$2.00
Chicken, Bacon & Cheese Croissant	7.30 oz.	595	\$2.25
Spicy Chicken, Bacon & Ranch Sandwich	6.40 oz.	650	\$2.25
Meatloaf Sandwich	7.50 oz.	490	\$2.50
Fiery Buffalo Bites: Boneless Chicken Wings with Ranch	5.00 oz.	335	\$2.75
Subsational Subs	Portion	Calories	Price
Pizza Sub	4.00 oz.	275	\$1.25
Italian Sub	6.00 oz.	580	\$1.50
Steak & Cheese Sub	4.00 oz.	360	\$1.50
Barbecue Rib Sub	6.00 oz.	500	\$1.75
Italian Hot Sausage Sub	6.30 oz.	340	\$1.75
Italian Meatball Sub	5.20 oz.	350	\$1.75
Kielbasa & Kraut Sub	6.10 oz.	375	\$1.75
All American Sub	5.10 oz.	395	\$2.00
Deluxe Pizza Sub	5.50 oz.	510	\$2.00
Italian Steak Sub	6.90 oz.	660	\$2.25
Gourmet Italian Sub	9.30 oz.	795	\$3.00
Mega Meatball Sub	11.70 oz.	740	\$3.00
Turkey & Swiss Sub	8.40 oz.	545	\$3.00
Sunrise Selections	Portion	Calories	Price
Croissant Scrambler	4.80 oz.	370	\$1.50
Sausage & Cheese Croissant	4.60 oz.	420	\$1.50
Morning Muffin	5.50 oz.	340	\$1.75
Scrambler Muffin	5.50 oz.	320	\$1.75
Breakfast Classic	4.30 oz.	275	\$1.75
Sausage, Egg & Hashbrown Sandwich	7.30 oz.	440	\$2.00
Sandwedges			
Chicken Salad on Wheat Bread	5.00 oz.	385	\$2.00
Egg Salad on White Bread	5.50 oz.	370	\$2.00
Ham Salad on White Bread	5.50 oz.	435	\$2.00

American Classics			
Hot Dog	3.50 oz.	265	\$1.00
Grilled Cheddar Jalapeño Hot Dog	3.90 oz.	280	\$1.25
Grilled Chili Dog	4.60 oz.	270	\$1.25
Pizzaburger	5.30 oz.	405	\$1.75
Hamburger	4.70 oz.	320	\$1.75
Cheeseburger	4.80 oz.	365	\$2.00
Cheeseburger with Jalapeños	6.40 oz.	505	\$2.25
Double Pizzaburger with Pepperoni	7.90 oz.	645	\$2.25
Quarter Pound Cheeseburger	4.80 oz.	460	\$2.25
Cheeseburger with Bacon	6.80 oz.	590	\$2.50
Quarter Pound Mushroom & Swiss Burger	6.40 oz.	530	\$2.50
The Boss Cheeseburger	7.10 oz.	475	\$2.50
Tall Texan Burger	7.60 oz.	650	\$2.75
Chef's Cuisine	Portion	Calories	Price
Sausage Gravy & Biscuit	8.00 oz.	450	\$2.00
Antipasto Platter	5.90 oz.	550	\$2.00
Homestyle Macaroni & Cheese	9.00 oz.	390	\$2.00
White Cheddar & Monterey Jack Macaroni and Cheese	9.50 oz.	330	\$2.00
Pizza Twin	9.00 oz.	700	\$2.00
Sunrise Bowl	7.10 oz.	330	\$2.25
Spicy Chorizo Bowl	7.0 oz.	320	\$2.25
Pepperoni Pizza Twin	10.00 oz.	840	\$2.25
Potato Soup with Bacon	8.50 oz.	250	\$2.25
Swedish Meatballs & Noodles	11.50 oz.	535	\$2.25
Club Sandwich	7.10 oz.	525	\$2.50
Salisbury Steak with Whipped Potatoes	10.00 oz.	390	\$2.50
Chicken Chili with White Beans	9.00 oz.	180	\$2.75
Classic Chili with Beans	9.00 oz.	230	\$2.75
French Dip Sandwich	9.20 oz.	390	\$3.00
Rudy's Sausage Biscuit	2.75 oz.	280	\$1.00
Chef Pierre Banana Nut Muffin	4.00 oz.	390	\$1.25
Chef Pierre Cheese Streusel Muffin	4.00 oz.	360	\$1.25
Chef Pierre Cinnamon Pecan Muffin	4.00 oz.	440	\$1.25
Chef Pierre Cookie Dough Muffin	4.00 oz.	430	\$1.25
Chef Pierre Double Chocolate Muffin	4.00 oz.	380	\$1.25

Chef Pierre Wild Blueberry Muffin	4.00 oz.	370	\$1.25
Dawson's Orchards - Fuji Apple	1 each	80	\$1.25
Dawson's Orchards - Granny Smith Apple	1 each	80	\$1.25
Jimmy Dean Sausage Buttermilk Biscuit	3.00 oz.	350	\$1.25
Smucker's Uncrustables - Grape	2.80 oz.	330	\$1.25
Smucker's Uncrustables - Strawberry	2.80 oz.	330	\$1.25
Mama Rosa's Cheese Pizza	4.25 oz.	310	\$1.50
Mama Rosa's Pepperoni Pizza	4.25 oz.	320	\$1.50
Martin's Quality Eggs Pickled Beet Eggs	3.00 oz.	70	\$1.50
Bob Evans Sausage Snackwich	2.70 oz.	388	\$1.75
El Monterey Bean & Cheese Burrito	5.00 oz.	290	\$1.75
El Monterey Beef & Cheese Burrito	5.00 oz.	270	\$1.75
El Monterey Beef & Cheese Chimichanga	5.00 oz.	330	\$1.75
El Monterey Chicken & Cheese Chimichanga	5.00 oz.	290	\$1.75
El Monterey Spicy Beef & Bean Burrito	5.00 oz.	380	\$1.75
Hot Pockets Philly Steak & Cheese	4.00 oz.	310	\$1.75
Hot Pockets Ham & Cheese	4.00 oz.	280	\$1.75
Hot Pockets Pepperoni Pizza	4.00 oz.	290	\$1.75
Hot Pockets Sausage, Egg & Cheese	4.00 oz.	260	\$1.75
D'Francisco Ham, Pepperoni & Cheese Stromboli	4.50 oz.	260	\$1.75
D'Francisco Italian Stromboli	4.25 oz.	290	\$1.75
D'Francisco Pepperoni Roll	3.75 oz.	300	\$1.75
Brand Name Partners Selections			
Rudy's Sausage Biscuit	2.75 oz.	280	\$1.00
Chef Pierre Banana Nut Muffin	4.00 oz.	390	\$1.25
Chef Pierre Cheese Streusel Muffin	4.00 oz.	360	\$1.25
Chef Pierre Cinnamon Pecan Muffin	4.00 oz.	440	\$1.25
Chef Pierre Cookie Dough Muffin	4.00 oz.	430	\$1.25
Chef Pierre Double Chocolate Muffin	4.00 oz.	380	\$1.25
Chef Pierre Wild Blueberry Muffin	4.00 oz.	370	\$1.25
Burry Bagel with Cream Cheese	4.70 oz.	260	\$1.75

Maruchan Yakisoba Japanese Noodles - Chicken	4.00 oz.	520	\$1.75
White Castle Hamburgers	3.16 oz.	260	\$1.75
Jimmy Dean Sausage Egg & Cheese Croissant	4.50 oz.	410	\$2.00
Johnsonville Bratwurst	5.00 oz.	440	\$2.00
Jimmy Dean French Toast & Sausage Sandwich	3.65 oz.	360	\$2.00
Papa Presto French Bread Supreme Pizza	5.30 oz.	340	\$2.00
Tony's Supreme Pizza	6.33 oz.	410	\$2.00
White Castle Cheeseburgers	3.66 oz.	310	\$2.00
Bob Evans Breakfast Burrito Twin Pack	4.80 oz.	360	\$2.25
Chobani Flip - Almond Coco Loco	5.30 oz.	230	\$2.25
Chobani Flip - Key Lime Crumble	5.30 oz.	200	\$2.25
Sara Lee Apple Pie	4.00 oz.	300	\$2.25
Sara Lee Lemon Meringue Pie	3.50 oz.	220	\$2.25
Lunchables Ham & Cheddar	4.50 oz.	260	\$2.50
Lunchables Turkey & Cheddar	4.50 oz.	260	\$2.50
Stefano's Mini Rip N' Dip Four Cheese	8.50 oz.	620	\$3.00
Stefano's Mini Rip N' Dip Pepperoni	8.50 oz.	680	\$3.00
Pierre Giant Cheeseburger	9.65 oz.	700	\$3.25
Sabra Classic Hummus	4.56 oz.	370	\$3.25
Pierre Boneless Buffalo Wings	5.00 oz.	260	\$3.50
Pierre Buffalo Wings	5.00 oz.	260	\$3.50
Pierre Kitchen BBQ Wings	5.00 oz.	260	\$3.50
Ready Pac Chef Salad	7.75 oz.	270	\$3.75
Ready Pac Turkey and Bacon Cobb Salad	7.25 oz.	290	\$3.75
Ready Pac Spinach Dijon Salad	4.75 oz.	280	\$3.75

LIFE OF CONTRACT PAGE

LIFE OF CONTRACT: This contract becomes effective on 7/1/2019 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.

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"): *Marshall University*

Vendor: *AVI Food Systems, Inc*

Contract/Lease Number ("Contract"):

Commodity/Service:

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.
Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.
Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.


Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strike through~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: Marshall University
By: Stephanie Cole
Printed Name: Stephanie Smith
Title: Interim Director, Office of Purchasing
Date: 8.14.19


Vendor: AVI Foodsystems, Inc.
By: Jeremy Van Ness
Printed Name: Jeremy Van Ness
Title: VP for Finance & CFO
Date: 7/9/19

Request for Proposal	 Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2819	Proposal# MU20VENDSN		
Vendor: Phone: Fax: Email: FEIN/SSN:	For information: Purchasing Contact: Derrick Gillespie Phone: (304) 696-2819 Email: Gillespie40@marshall.edu and Purchasing@marshall.edu			
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 IN FULL INK, AND NUMBER OF COPIES REQUESTED IN THE PROPOSAL, AND SUBMITTED IN BONFIRE BY PROPOSAL 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.				
DATE 6/7/2019	Delivery Requirements	DEPARTMENT REQUISITION NO.	Proposals OPEN: 3:00 p.m. on 06/14/19	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
Item #	Quantity	Description	Unit Price	Extended Price
		<p style="text-align: center;"><u>ADDENDUM No. 1</u></p> <p>Project: Snack Vending Contract Services Date: June 14, 2019 Time: 3:00pm</p> <p>The purpose of this addendum is to clarify project specifications. (Questions are unchanged from the original as received.) Receipt of this addendum must be acknowledged by signature in the space below.</p>		

To the Office of Purchasing,
 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 Charleston, WV
 n/a within one (1) days
 FOB _____ After receipt of order at address shown
 Terms Net 30

Bidder's name Vendor AVI Foodsystems, Inc.
 Signed By *Jeremy VanNess*
 Typed Name Jeremy VanNess
 Title Vice President for Finance and CFO
 Email JVanness@AVIFoodsystems.com
 Street Address 2590 Elm Road NE
 City/State/Zip Warren, OH 44483
 Date June 13, 2019 Phone 330.372.6000
 Fein 34-0939177

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DATE 5/21/2019		Delivery Requirements MANDATORY PRE-Proposal MEETING 05/29/19 @ 1:00 p.m. Memorial Student Center, Room # MSC 2W22		DEPARTMENT REQUISITION NO.	
				Proposals OPEN: 3:00 p.m. on 06/14/19	
				BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID	
Item #	Quantity	Description		Unit Price	Extended Price
		<u>REQUEST FOR PROPOSALS</u> Marshall University will accept proposals for the following services until 3:00pm on June 14, 2019. At that time, proposals will be opened and read aloud in Room 125, Old Main Building, Huntington, WV 25755 Snack Vending Contract Services			

To the Office of Purchasing,
 In compliance with the above, the undersigned offers and agrees, if this offer is accepted within 120 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 Charleston, WV
 n/a within one (1) days
 FOB After receipt of order at address shown
 Terms Net 30

Bidder's name Vendor AVI Foodsystems, Inc.
 Signed By Jeremy VanNess
 Typed Name Jeremy VanNess
 Title Vice President for Finance and CFO
 Email JVanness@AVIFoodsystems.com
 Street Address 2590 Elm Road NE
 City/State/Zip Warren, OH 44483
 Date June 13, 2019 Phone 330.372.6000
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/26/2018

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).

PRODUCER Hylant - Cleveland 6000 Freedom Sq Dr, Ste 400 Independence OH 44131	CONTACT NAME: Marianne Smith PHONE (A/C, No, Ext): 216-447-1050 E-MAIL ADDRESS: Cleveland-office@hylant.com	FAX (A/C, No): 216-447-4088
	INSURER(S) AFFORDING COVERAGE	
INSURED AVI FOODSYSTEMS INC. 2590 Elm Road NE Warren OH 44483	AVIFO-1	INSURER A: ACE American Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 391084456 **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 CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		HDOG71211459	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ISAH25269342	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WLRC65439025	10/1/2018	10/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Damage to Rented Premises included Fire Damage.
Marshall University is named additional insured where required by written contract.

CERTIFICATE HOLDER Marshall University One John Marshall Drive Huntington WV 25755	CANCELLATION 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

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: AVI Foodsystems, Inc.

Authorized Signature: Jeremy K. Jess Date: June 13, 2019

State of Ohio

County of Trumbull, to-wit:

Taken, subscribed, and sworn to before me this 13 day of June, 2019.

My Commission expires June 17, 2021.

AFFIX SEAL HERE



Laura J Stirling
Notary Public
In and For The State of Ohio
My Commission Expires
June 17, 2021

NOTARY PUBLIC Laura J Stirling
Purchasing Affidavit (Revised 01/19/2018)

UC Defaulted Accounts Search Results

Sorry, no records matching your criteria were found.

FEIN: 340929177
Business name: AVI FOODSYSTEMS INC
Doing business as/Trading
as:

Please use your browsers back button to try again.

<u>WorkforceWV</u>	<u>Unemployment Compensation</u>	<u>Offices of the Insurance Commissioner</u>
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