

Purchase Change Request



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

Order #
MU19MAINT

FY 24	Buyer MD	Date 03/07/2024	Account Varies	P.O. Date 01/25/2019	Contract MU19MAINT
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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 type="checkbox"/> Renewal <input type="checkbox"/> Extension Error	<input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input checked="" type="checkbox"/> Change of Vendor Name/Address <input checked="" type="checkbox"/> Other
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Vendor Name, Address, Phone #, etc. GDI Services, Inc. 24300 Southfield Rd. Suite 300 Southfield, MI 48075	Vendor Code 392079800	BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
Ph# 502-608-6457	Fax	FEIN# 39-2079800

Item#	Quantity	Description of Change	Unit Price	Extended Price
		Change Order # 19 To make the following change(s) in accordance with the same terms and conditions, prices, and specifications contained in the original contract and all authorized change orders. 1. To incorporate the additional documentation related to the sale of Atalian US Ohio Valley Inc. to GDI Services, Inc. Specifically: - Bill of Sale Agreement - Marshall and GDI Letter of Agreement - Updated WV Secretary of State records Current Term: January 1, 2024 - June 30, 2024.		

Reason for Change: 1. Include documentation identified as required for change order 18.	Previous Total	\$ Open-End
	Increase	\$ -
	Decrease	\$ -
	New Total	\$ Open-End

Approved: Michelle Wheeler 3/7/24
Authorized Signature Date

N/A
Attorney General **if** required Date



Amendment for Vendor Name Change

Contract/Agreement Number: MU19MAINT
Current Vendor Name/FEIN: Atalian US Ohio Valley Inc. DBA Atalian Global Services
Current Term/Date(s) of Service: 01/01/2024 -06/30/2024
Current Agreement Value: Open-End

This Amendment is to make the following change(s), in accordance with all terms, conditions, prices and specifications contained in the original contract including all authorized change orders.

- To update the Vendor name and address per the provided documentation:
 - Change from: Atalian US Ohio Valley Inc. DBA Atalian Global Services
252 Washington Blvd. 25th Floor, Jersey City, NJ 07310
 - Change To: GDI Services Inc. (FIEN 392079800)
24300 Southfield Rd., Suite 300, Southfield, MI 48075

By signing this Amendment, both parties agree that they understand and agree to the changes being made to the existing contract and agreement.

For Marshall University:

For

Misty DiSilvio

Signature

Angela M. Price

Signature

Misty DiSilvio

Printed Name

Angela M. Price

Printed Name

Assistant Director of Purchasing

Title

Regional Vice President

Title

03/07/2024

Date

2-14-2024

Date

delong16@marshall.edu

Email Address

angie.price@gdi.com

Email Address

BILL OF SALE

This Bill of Sale (this “Agreement”) is made and entered into as of October 31, 2023, by and among (i) ATALIAN US SHARED SERVICES, LLC, a Delaware limited liability company (“Atalian Shared Services”), (ii) ATALIAN US NORTHEAST, LLC, a Delaware limited liability company (“Atalian Northeast”), (iii) ATALIAN US NEW ENGLAND, LLC, a Delaware limited liability company (“Atalian New England”), (iv) ATALIAN US OHIO VALLEY, INC., an Ohio corporation (“Atalian Ohio Valley”), (v) ATALIAN US MIDWEST, LLC, a Delaware limited liability company (“Atalian Midwest” and together with Atalian Shared Services, Atalian Northeast, Atalian New England and Atalian Ohio Valley, the “Sellers” and each individually, a “Seller”) and (vi) GDI SERVICES INC., a Delaware corporation (“Buyer”).

WHEREAS, Buyer, Sellers, SPARTAN SECURITY SERVICES, INC., a New York corporation and a wholly-owned subsidiary of Atalian Northeast, LA FINANCIERE ATALIAN SAS, a French company and GDI INTEGRATED FACILITY SERVICES INC., a Canadian corporation have entered into that certain Purchase Agreement, dated as of October 16, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Purchase Agreement”), pursuant to which, among other matters, Sellers have agreed to sell, assign, transfer, convey and deliver (“Convey”) to Buyer, and Buyer has agreed to purchase, acquire and accept from Sellers, all of Sellers’ right, title and interest in and to all of the Purchased Assets, free and clear of any Liens, other than Permitted Liens; and

WHEREAS, the execution and delivery of this Agreement is required by Section 2.4(b)(i) (a)(i) and Section 2.4(c)(ii) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, and intending to be legally bound hereby, Sellers and Buyer hereby agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Purchase Agreement.
2. Purchased Assets. On the terms and subject to the conditions of the Purchase Agreement, effective as of the Closing, Sellers do hereby Convey to Buyer, and Buyer does hereby purchase, acquire and accept from Sellers, all of Sellers’ right, title and interest in and to all of the tangible Purchased Assets, free and clear of any Liens, other than Permitted Liens.
3. Excluded Assets. Notwithstanding anything to the contrary in this Agreement or in the Purchase Agreement, Sellers shall not and do not hereby Convey to Buyer, and Sellers shall retain all right, title and interest to, and Buyer shall not and does not hereby purchase, acquire or accept, or take assignment of, any of the Excluded Assets.
4. Further Assurances. Each of the Sellers and Buyer agrees that at and after the Closing, each shall execute and deliver, at the reasonable request of the other parties, such further instruments of conveyance, transfer and assignment, and take such further actions as such other parties may reasonably require to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the Purchase Agreement.

5. Terms of the Purchase Agreement. This Agreement is executed and delivered pursuant to the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail in all respects to the extent of such conflict. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall this Agreement be construed to, extend, amplify, modify, limit or otherwise alter in any way the terms and conditions of the Purchase Agreement (including, without limitation, any representation, warranty, covenant or obligation contained in the Purchase Agreement).

6. Assignment. No party hereto may assign any of its rights, interest or obligations under this Agreement (whether by operation of Law or otherwise) without the prior written consent of the other parties hereto, and any purported assignment without such consent shall be void; provided, however, that Buyer may assign its rights hereunder, in whole or in part, to one or more of its Affiliates without the prior written consent of Selling Subsidiaries; provided, further, that no such assignment shall relieve Buyer of any of its obligations hereunder. This Agreement and all of its provisions and conditions are binding upon, are for the sole and exclusive benefit of, and are enforceable by the parties hereto and their respective successors and permitted assigns.

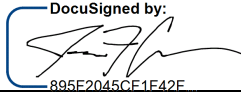
7. Additional Provisions. The provisions contained in Section 10.1 (Amendment and Waivers), Section 10.4 (Severability), Section 10.7 (Counterparts), and Section 10.8 (Governing Law), of the Purchase Agreement are hereby incorporated by reference into this Agreement, *mutatis mutandis*, and made a part of this Agreement as if set forth fully herein.

[The remainder of this page is intentionally left blank.]

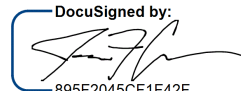
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SELLERS:

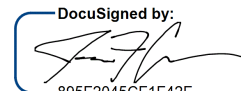
ATALIAN US SHARED SERVICES, LLC

By: 
Name: James Cosgrove
Its: Secretary

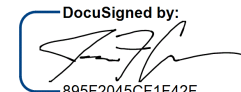
ATALIAN US NORTHEAST, LLC

By: 
Name: James Cosgrove
Its: Secretary

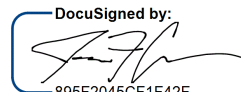
ATALIAN US NEW ENGLAND, LLC

By: 
Name: James Cosgrove
Its: Secretary

ATALIAN US OHIO VALLEY, INC.

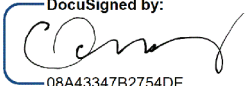
By: 
Name: James Cosgrove
Its: Secretary

ATALIAN US MIDWEST, LLC

By: 
Name: James Cosgrove
Its: Secretary

BUYER:

GDI SERVICES INC.

By:  _____
Name: Claude Bigras
Its: President and Chief Executive Officer

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Business Organization Detail

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GDI SERVICES INC

Organization Information									
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason	
C Corporation	8/31/2023		8/31/2023	Foreign	Profit				

Organization Information		
Business Purpose	Capital Stock	
Charter County	Control Number	9B6C1
Charter State	DE	Excess Acres
At Will Term	Member Managed	
At Will Term Years	Par Value	
Authorized Shares	Young Entrepreneur	Not Specified

Addresses	
Type	Address
Principal Office Address	24300 SOUTHFIELD ROAD SUITE 300 SOUTHFIELD, MI, 48075 USA
Type	Address

Officers	
Type	Name/Address
Director	AHMED BOOMROD 24300 SOUTHFIELD ROAD, SUITE 300 SOUTHFIELD, MI, 48075 USA
Director	CARL YOUNGMAN 24300 SOUTHFILED ROAD, SUITE 300 SOUTHFIELD, MI, 48075 USA
President	MIKE BOOMROD 24300 SOUTHFIELD ROAD, SUITE 300 SOUTHFIELD, MI, 48075 USA
Secretary	CHRISTIAN MARCOUX 24300 SOUTHFIELD ROAD SUITE 300 SOUTHFIELD, MI, 48075 USA
Treasurer	SEE IMAGES FOR FULL LIST OF OFFICERS
Vice-President	MATT NESBETT 24300 SOUTHFIELD ROAD SUITE 300 SOUTHFIELD, MI, 48075 USA
Type	Name/Address

X Close

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For more information, please contact the Secretary of State's Office at 304-558-8000.

Thursday, March 7, 2024 — 1:54 PM

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Hi, I'm SOLO I'm here to help you launch your new LLC.

Vendor/Customer

[Menu](#)

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
✓ VC0000135570	GDI SERVICES INC		Active	Inactive	

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

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

General Info

Vendor/Customer : VC0000135570	Restrict Use by Department : <input type="checkbox"/>
Legal Name : GDI SERVICES INC	Miscellaneous Account : <input type="checkbox"/>
Alias/DBA :	Internal Account : <input type="checkbox"/>
Vendor Active Status : Active <input type="button" value="v"/>	Third Party Only : <input type="checkbox"/>
Vendor Approval Status : Complete	Third Party Vendor : <input type="checkbox"/>
Customer Active Status : Inactive <input type="button" value="v"/>	Third Party Customer : <input type="checkbox"/>
Customer Approval Status : Incomplete	Inventory Customer : <input type="checkbox"/>
Location Name :	Healthcare Provider : <input type="checkbox"/>
First Name :	Never Archive : <input type="checkbox"/>
Middle Name :	Restrict VSS Access : No <input type="button" value="v"/>
Last Name :	Discontinue - No New Business : <input type="checkbox"/>
Company Name : GDI SERVICES INC	Prevent MA Reference : <input type="checkbox"/>
Previous Name :	PunchOut Enabled : <input type="checkbox"/>
Previous Street :	Re-PunchOut Enabled : <input type="checkbox"/>
Previous City :	Electronic Order Enabled : <input type="checkbox"/>
Previous State/Province : <input type="button" value="u"/>	W-9 Received : <input checked="" type="checkbox"/>
Previous Country : <input type="button" value="u"/>	W-9 Received Date : 02/13/2023 <input type="button" value="c"/>
	W-8 Received : <input type="checkbox"/>
	W-8 Received Date : <input type="button" value="c"/>
	Accepts Credit Cards : <input type="checkbox"/>
	Active From : 11/14/2023 <input type="button" value="c"/>
	Active To : <input type="button" value="c"/>
	Last Usage Date : 01/30/2024
	Department : <input type="button" value="u"/>
	Unit : <input type="button" value="u"/>

- Headquarters**
- Organization**
- Disbursement Options**
- Prenote/EFT**
- Remittance Advice**
- Vendor Terms**
- Accounts Receivable**
- eMALL**
- Location Information**

▶ Fee and Vendor Compliance Holds

Fee Exempt :	<input type="checkbox"/>	Tax Clearance :	<input type="checkbox"/>
Registration Application Date :	<input type="text"/> 	Unemployment Insurance :	<input type="checkbox"/>
Registration Effective Date :	<input type="text"/>	Worker's Compensation :	<input type="checkbox"/>
Registration Expiration Date :	<input type="text"/>	Secretary of State Registration :	<input type="checkbox"/>
Pre-Registration Code :	<input type="text"/>	Federal Debarred :	<input type="checkbox"/>

▶ Executive Compensation

▶ Additional Information

▶ Travel

▶ Change Management

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

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[Vendor Service Areas](#) [VCM Query](#) [Historical Vendor Information](#) [Vendor Notes](#)
[Vendor Transaction History](#)

DiSilvio, Misty

From: Gary Sawyers Jr <Gary.Sawyers@gdi.com>
Sent: Thursday, February 29, 2024 10:38 AM
To: DiSilvio, Misty
Subject: Fwd: MU19MAINT CO18 - GDI Name Change
Attachments: CamScanner 02-14-2024 08.30.pdf

Categories: B. Priority

You don't often get email from gary.sawyers@gdi.com. [Learn why this is important](#)

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Here you go!

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From: Angela Price <Angie.Price@gdi.com>
Sent: Wednesday, February 28, 2024 8:51:29 AM
To: Gary Sawyers Jr <Gary.Sawyers@gdi.com>
Subject: FW: MU19MAINT CO18 - GDI Name Change

Angela M. Price | *Regional Vice President*

GDI Services Inc.
4695 Hilton Corporate Drive, Columbus, OH 43232
C 740-877-9105

Angie.Price@gdi.com | www.gdi.com | [TWITTER](#) | [LINKEDIN](#)



From: Angela Price <angie.price@atalianworld.us>
Sent: Wednesday, February 14, 2024 8:33 AM
To: Gary Sawyers Jr <Gary.Sawyers@gdi.com>
Subject: FW: MU19MAINT CO18 - GDI Name Change

here is the signed portion of her request. I'm waiting on the rest. I cc'd you on the email that I just sent them again.

Angela M. Price | *Regional Vice President*

GDI Services Inc.
4695 Hilton Corporate Drive, Columbus, OH 43232
C 740-877-9105
Angie.Price@gdi.com | www.gdi.com | [TWITTER](#) | [LINKEDIN](#)



From: DiSilvio, Misty <delong16@marshall.edu>
Sent: Wednesday, February 14, 2024 8:26 AM
To: Gary Sawyers Jr <gary.sawyers@atalianworld.us>; Donna Kelley <donna.kelley@gdi.com>
Cc: Angela Price <angie.price@atalianworld.us>; Lemon, Leeann <lemonl@marshall.edu>; Wheeler, Michelle <michelle.wheeler@marshall.edu>
Subject: RE: MU19MAINT CO18 - GDI Name Change

CAUTION: This email was sent from outside of GDI **REMARQUE:** Cet e-mail a ete envoye depuis l'exterieur de GDI

Hi Gary,

I wanted to follow up on this request. We are still waiting to finalize this change order, and aren't able to update any of our purchase orders or issue payments until this has been completed.

Please let me know if you need any assistance.

Thank you,

Misty DiSilvio (she/her)
Assistant Director
Office of Purchasing

304-696-2918
www.marshall.edu



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To show respect for your time, please know I don't expect you to respond or take action outside of your working hours. Please respond at a time that suits your schedule.

From: DiSilvio, Misty <delong16@marshall.edu>
Sent: Friday, January 19, 2024 10:26 AM
To: Gary Sawyers <gary.sawyers@atalianworld.us>; donna.kelley@gdi.com
Cc: Angela Price <angie.price@atalianworld.us>
Subject: Re: MU19MAINT CO18

Hi Gary,

I've attached a draft that I put together for this change. Please feel free to make any changes if I have overlooked or misstated anything.

Once you have signed this letter and returned the other items listed below, I can put the packet together and route for AG signature. Then send it back to the Auditor for final approval.

Thank you,

Misty DiSilvio (she/her)

Assistant Director

Office of Purchasing

304-696-2918

www.marshall.edu



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To show respect for your time, please know I don't expect you to respond or take action outside of your working hours. Please respond at a time that suits your schedule.

From: Gary Sawyers <gary.sawyers@atalianworld.us>

Sent: Thursday, January 18, 2024 9:47 AM

To: DiSilvio, Misty <delong16@marshall.edu>; donna.kelley@gdi.com <donna.kelley@gdi.com>

Cc: Angie Price <angie.price@atalianworld.us>

Subject: RE: MU19MAINT CO18

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Good Morning Misty,

We are working on getting this resolved and this is one of the items that we need from you all. I have highlighted the area that they are asking for help with. Please let me know if you can do this or anything that you may need from us.

Change in ownership:

- Legal instruction on the official merger or assumption of the current contract vendor
- Letter from the vendor and state agency agreeing to the change in ownership to include acceptance under the original terms and conditions, plus any required approval from the WV AGO “as to form”

Thanks Misty,

Gary Sawyers Jr
District Manager
502-608-6457

From: DiSilvio, Misty <delong16@marshall.edu>
Sent: Tuesday, January 9, 2024 3:18 PM
To: Gary Sawyers <gary.sawyers@atalianworld.us>; donna.kelley@gdi.com
Subject: Re: MU19MAINT CO18

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Hi,

I wanted to follow up on the email below. Please note that we are unable to change the company name on our contract or POs until these items have been resolved. This will also prevent our AP office from being able to process invoices.

Thank you,

Misty DiSilvio (she/her)

Assistant Director

Office of Purchasing

304-696-2918

www.marshall.edu



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To show respect for your time, please know I don't expect you to respond or take action outside of your working hours. Please respond at a time that suits your schedule.

From: DiSilvio, Misty <delong16@marshall.edu>

Sent: Wednesday, December 20, 2023 4:16 PM

To: Gary Sawyers <gary.sawyers@atalianworld.us>; donna.kelley@gdi.com <donna.kelley@gdi.com>

Subject: Fw: MU19MAINT CO18

Hi Gary and Donna,

The state Auditor rejected the change order I submitted and has requested the following items. Please let me know if I can assist you with any of these.

Thank you,

Misty DiSilvio (she/her)

Assistant Director

Office of Purchasing

304-696-2918

[www.marshall.edu]www.marshall.edu



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To show respect for your time, please know I don't expect you to respond or take action outside of your working hours. Please respond at a time that suits your schedule.

From: David Hughes <david.hughes@wvsao.gov>
Sent: Wednesday, December 20, 2023 2:35 PM
To: DiSilvio, Misty <delong16@marshall.edu>; Contracts-List <Contracts@wvsao.gov>
Cc: Accounts Payable <acctspayable@marshall.edu>; Purchasing <purchasing@marshall.edu>
Subject: RE: MU19MAINT CO18

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Hi Misty,

Upon review of the attached change order, please provide the following supporting documentation based on how the vendor's name has changed as part of your change order to contracts@wvsao.gov

Current vendor with an update to vendor name:

- A copy of the WV Secretary of State (SOS) Certificate of Amendment to the Certificate of Authority to be provided by the vendor **or** a copy of the WV Secretary of State – Online Data Services (full complete copy)
- A vendor letter notifying the agency regarding the name change with appropriate signature authority or if not readily available an agency produced letter to the vendor acknowledging the name change under the same terms and conditions with both party's signature

- The above Certificate and acknowledgment letter to be attached to an official change order to the original contract issued by the agency to be on file with WV SAO Auditing Division

Change in ownership:

- Legal instruction on the official merger or assumption of the current contract vendor
- Letter from the vendor and state agency agreeing to the change in ownership to include acceptance under the original terms and conditions, plus any required approval from the WV AGO “as to form”

If you have any questions on other types of supporting documentation provided by the vendor on the change in ownership please email the documentation to auditing@wvsao.gov for review.

Thank you,

David C. Hughes

Contract Audit Supervisor

Auditing Division

West Virginia State Auditor’s Office

Phone: 304-205-8557

John B. McCuskey

West Virginia State Auditor

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From: DiSilvio, Misty <delong16@marshall.edu>
Sent: Wednesday, December 20, 2023 2:20 PM
To: Contracts-List <Contracts@wvsao.gov>; Gary Sawyers <gary.sawyers@atalianworld.us>
Cc: Accounts Payable <acctspayable@marshall.edu>; Purchasing <purchasing@marshall.edu>
Subject: MU19MAINT CO18

External Email: Please use caution when clicking embedded hyperlinks or opening attachments. If you suspect this email of containing malicious links or attachments immediately report this email with the report phishing button.

Hi,

I've attached a copy of Change Order 18 of contract MU19MAINT for your records.

This change order is to update the vendor's name and issue an emergency extension.

If you have any questions, let me know.

Thank you!

Misty DiSilvio (she/her)

Assistant Director

Office of Purchasing

304-696-2918

delong16@marshall.edu

Old Main 125

One John Marshall Drive

Huntington, WV 25705

www.marshall.edu



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