

Purchase Change Request



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

Order #
MU19POUR

FY 26	Buyer LL	Date 06/10/2025	Account VARIES	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	Vendor Code 13-4042452	BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
Ph# 304-545-4982	Fax	FEIN# 13-4042452

Item#	Quantity	Description of Change	Unit Price	Extended Price
		<p align="center">Change Order # 6</p> <p align="center">Beverage Sales and Sponsorship</p> <p>To renew contract MU19POUR all in accordance with the terms, conditions, and specifications contained in the original contract and all authorized change orders by issuing an emergency extension and increasing contract pricing.</p> <p>Renewals Dates: July 1, 2025 - June 30, 2026</p> <p>Renewal # 6 of 9 Renewals remaining: Three (3) one year renewals</p> <p>Vendor contact: Jere Gaeger at Jere.Gaeger@pepsico.com/304-545-4982</p>		

Reason for Change: Contract renewal	Previous Total	\$	Open-end
	Increase	\$	
	Decrease	\$	
	New Total	\$	Open-end

Approved: Michelle H. Keeler June 11, 2025
Authorized Signature Date

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

**AMENDMENT 1
MU19 POUR**

This AMENDMENT (“Amendment”) is made effective as of July 1, 2020 and shall replace or supplement, where indicated herein, the applicable terms and conditions contained in the Contract (Original Agreement) between Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company, with an office located at 1531 Monroe Avenue, Huntington, West Virginia (“Pepsi”) and Marshall University with its principal place of business at 1 John Marshall Drive, Huntington, WV 25755(the “Customer”).

1. TERM.

This Agreement shall be renewed for an additional one-year term (Year 2) beginning on July 1, 2020 and ending on June 30, 2021. This Agreement may be renewed for eight additional one- year terms beginning on July 1 and ending on June 30 of each subsequent renewal period., unless sooner terminated as provided in the Contract.

2. Section 7 Consideration shall be replaced in it entirely with the below:

CONSIDERATION

In consideration for the advertising, merchandising, promotional rights, and the other related rights and benefits provided to Pepsi by Customer as described herein, and provided Customer is not in breach of this Agreement, Pepsi agrees to pay to Customer:

A. Annual Student Center Operating Sponsorship Payment, payable annually pursuant to the following:

Agreement Year	Applicable Time Period	Amount*	Due Date: within 60 days after:
2	July 1, 2020-June 30, 2021	\$75,000	Signature of amendment
3	July 1, 2021- June 30, 2022	\$100,000	July 1, 2021
4	July 1, 2022- June 30, 2023	\$100,000	July 1, 2022
5	July 1, 2023- June 30, 2024	\$100,000	July 1, 2023
6	July 1, 2024- June 30, 2025	\$100,000	July 1, 2024
7	July 1, 2025- June 30, 2026	\$100,000	July 1, 2025
8	July 1, 2026- June 30, 2027	\$100,000	July 1, 2026
9	July 1, 2027- June 30, 2028	\$100,000	July 1, 2027
10	July 1, 2028- June 30, 2029	\$100,000	July 1, 2028

The Annual Sponsorship Payment is earned throughout the Year in which it is paid. In the event Pepsi terminates this Agreement due to the Customer’s failure to cure a breach hereof, the unearned Annual Sponsorship Payment will be repaid to Pepsi pursuant to the terms of Section 10.D (Sponsorship Fees in the Event of Termination.) herein.

B. Annual Athletic Sponsorship Cash Sponsorship payable annually pursuant to the following:

Agreement Year	Applicable Time Period	Amount*	Due Date: within 60 days after:
2	July 1, 2020-June 30, 2021	\$48,750	Signature of Amendment
3	July 1, 2021- June 30, 2022	\$65,000	July 1, 2021
4	July 1, 2022- June 30, 2023	\$75,000	July 1, 2022
5	July 1, 2023- June 30, 2024	\$75,000	July 1, 2023
6	July 1, 2024- June 30, 2025	\$75,000	July 1, 2024
7	July 16, 2025- June 30, 2026	\$85,000	July 1, 2025
8	July 1, 2026- June 30, 2027	\$85,000	July 1, 2026

Agreement Year	Applicable Time Period	Amount*	Due Date: within 60 days after:
9	July 1, 2027- June 30, 2028	\$85,000	July 1, 2027
10	July 1, 2028- June 30, 2029	\$85,000	July 1, 2028

The Annual Athletic Sponsorship Payment is earned throughout the Year in which it is paid. In the event Pepsi terminates this Agreement due to the Customer’s failure to cure a breach hereof, the unearned Annual Athletic Sponsorship Payment will be repaid to Pepsi pursuant to the terms of Section 10.D (Sponsorship Fees in the Event of Termination.) herein.

C. Guaranteed Annual Student Center Operating Commissions, payable annually pursuant to the following:

Agreement Year	Applicable Time Period	Amount*	Due Date: within 60 days after:
2	July 1, 2020- June 30, 2021	\$75,000	Signature of Amendment
3	July 1, 2021- June 30, 2022	\$100,000	July 1, 2021
4	July 1, 2022- June 30, 2023	\$100,000	July 1, 2022
5	July 16, 2023- June 30, 2024	\$100,000	July 1, 2023
6	July 1, 2024- June 30, 2025	\$100,000	July 1, 2024
7	July 1, 2025- June 30, 2026	\$100,000	July 1, 2025
8	July 1, 2026- June 30, 2027	\$100,000	July 1, 2026
9	July 1, 2027- June 30, 2028	\$100,000	July 1, 2027
10	July 1, 2028- June 30, 2029	\$100,000	July 1, 2028

The Guaranteed Annual Commissions are earned throughout the Year in which they are paid. In the event Pepsi terminates this Agreement due to the Customer’s failure to cure a breach hereof, the unearned Guaranteed Annual Commissions will be repaid to Pepsi pursuant to the terms of Section 10.D (Sponsorship Fees in the Event of Termination.) herein.

(1) Calculation of Commission that may exceed Guaranteed Annual Commissions during any Agreement Year:

The Customer acknowledges and agrees that during each Agreement Year Pepsi shall calculate commission due to the Customer based on the calculation formula set forth below (“*Actual Annual Commissions*”). If at the end of an Agreement Year the Actual Annual Commissions for Products sold through Pepsi’s Full-Service Vending Machines exceeds the Guaranteed Annual Commissions paid for such Agreement Year, then within sixty (60) days after the end of such Agreement Year, Pepsi shall pay the Customer the difference between the Actual Annual Commissions and the Guaranteed Annual Commissions.

Actual Annual Commission Calculation Formula:

Actual Annual Commissions, as a percentage of the actual cash (“*cash in bag*” or “*CIB*”) collected by Pepsi from the Vending Machines placed at the Facilities, plus actual amounts received by Pepsi in connection with credit card or debit card sales (collectively with CIB, “*Revenue*”), less any applicable taxes, fees or deposits (“*Commissions*”). Such Commissions shall be at the rate(s) set forth below (the “*Commission Rate*”) and shall be calculated as follows:

(Revenue – applicable taxes/taxes/fees/deposits) * Commission Rate = Actual Annual Commission

Product	Minimum Vend Price*	Commission Rate**
15.2oz Ocean Spray	\$2.00	35%
18.5oz Lipton Pure Leaf	\$2.00	35%
20oz Carbonated Soft Drinks	\$1.75	35%
20oz Gatorade	\$2.00	35%
16oz Mt Dew Kickstart	\$2.00	35%

12oz Mt Dew Kickstart	\$2.00	35%
15oz Starbucks DS Energy	\$3.00	35%
* Pepsi shall have the right to increase vend prices by \$0.25 in each of Years four (4), seven(7), and ten (10). **Commission Rate stated above shall only apply to Products sold by Pepsi through its Vending Machines at the beginning of the Term. If Pepsi proposes any new Products to the Customer during the Term, then Pepsi shall have the right to apply a different Commission Rate and/or Minimum Vend Price for such new Product.		

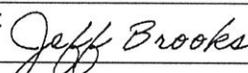
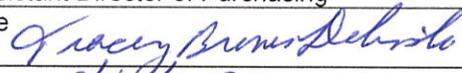
(2) **Change to Commission Rate.** Customer acknowledges and agrees that Pepsi established the Commission Rate based on any applicable sales tax associated with the sale of the Products through the Vending Machines as of the commencement date of this Agreement. If, during the Term, applicable sales taxes should increase by more than five percent (5%), then Pepsi shall have the right to increase the price by the same percentage amount.

(3) **Change to Commission Formula.** In addition to the above, upon mutual written agreement, Customer agrees that Pepsi shall have the right to change its formula/method for calculating Commissions at any time in its reasonable discretion provided that any such formula adjustments shall not result in any change to the Commissions due with respect to the same sales of Products.

(4) **Vend Price.** The minimum vend price necessary for Customer to qualify for any Commissions is set forth above. Upon mutual written agreement, Pepsi shall have the right to change such vend prices as it deems appropriate in light of cost of goods increases or to otherwise stay reasonably consistent with applicable vending prices for similar accounts operating in the relative geography.

(5) **Customer Network Information Technology (“IT”) Services.** It is understood and agreed between the Parties, that Pepsi does not require Customer’s IT Services. It is further agreed that if, during the life of this Contract, this would change and Pepsi would need to utilize Customer’s IT Services that the parties will enter into a separate agreement for the delivery of those services.

Except for the changes provided herein, all other terms and conditions of the Original Agreement remain unchanged and in full force as originally submitted, negotiated and agreed to between Pepsi and Marshall University

Pepsi Beverages Company	Marshall University
By: Jeff Brooks	By: Tracey Brown Dolinski
Title: Foodservice Senior Sales Manager	Title: Assistant Director of Purchasing
Signature: 	Signature 
Date: 9/2/2020	Date: 9/16/2020



Office of Purchasing

Renewal Letter

June 5, 2024

VIA ELECTRONIC MAIL: jere.gaeger@pepsico.com

Jere Gaeger
The Bottling Group, LLC
1111 Westchester Avenue
White Plains, NY 10604

Re: Contract Renewal for MU19POUR

Dear Mr. Jere:

The above referenced contract expires on June 30, 2025. 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, MU19POUR, effective July 1, 2025 through June 30, 2026 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.

Sincerely,

Leeann Lemon

Leeann Lemon
Contract Specialist

I agree to the current MU19POUR for an additional one (1) year period under the same terms and conditions as the original contract.

Yes No

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

[Handwritten Signature] *6/9/25*
Signature Date

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: 6/9/25

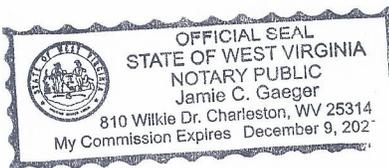
State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 9 day of June, 2025.

My Commission expires 12/9/2025, 2025.

AFFIX SEAL HERE



NOTARY PUBLIC

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

Vendor/Customer

[Menu](#)

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](#)

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▼ **General Info**

<p>Vendor/Customer : 000000104549</p> <p>Legal Name : BOTTLING GROUP LLC</p> <p>Alias/DBA : <input type="text"/></p> <p>Vendor Active Status : Active</p> <p>Vendor Approval Status : Complete</p> <p>Customer Active Status : Inactive</p> <p>Customer Approval Status : Incomplete</p> <p>Location Name : <input type="text"/></p> <p>First Name : <input type="text"/></p> <p>Middle Name : <input type="text"/></p> <p>Last Name : <input type="text"/></p> <p>Company Name : BOTTLING GROUP LLC</p> <p>Previous Name : <input type="text"/></p> <p>Previous Street : <input type="text"/></p> <p>Previous City : <input type="text"/></p> <p>Previous State/Province : <input type="text"/></p> <p>Previous Country : <input type="text"/></p>	<p>Restrict Use by Department : <input type="checkbox"/></p> <p>Miscellaneous Account : <input type="checkbox"/></p> <p>Internal Account : <input type="checkbox"/></p> <p>Third Party Only : <input type="checkbox"/></p> <p>Third Party Vendor : <input type="checkbox"/></p> <p>Third Party Customer : <input type="checkbox"/></p> <p>Inventory Customer : <input type="checkbox"/></p> <p>Healthcare Provider : <input type="checkbox"/></p> <p>Never Archive : <input type="checkbox"/></p> <p>Restrict VSS Access : No</p> <p>Discontinue - No New Business : <input type="checkbox"/></p> <p>Prevent MA Reference : <input type="checkbox"/></p> <p>PunchOut Enabled : <input type="checkbox"/></p> <p>Re-PunchOut Enabled : <input type="checkbox"/></p> <p>Electronic Order Enabled : <input type="checkbox"/></p> <p>W-9 Received : <input type="checkbox"/></p> <p>W-9 Received Date : <input type="text"/></p> <p>W-8 Received : <input type="checkbox"/></p> <p>W-8 Received Date : <input type="text"/></p> <p>Accepts Credit Cards : <input type="checkbox"/></p> <p>Active From : 01/01/1999</p> <p>Active To : <input type="text"/></p> <p>Last Usage Date : 04/20/2025</p> <p>Department : <input type="text"/></p> <p>Unit : <input type="text"/></p>
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▶ **Headquarters**

▶ **Organization**

▶ **Disbursement Options**

▶ **Prenote/EFT**

▶ **Remittance Advice**

▶ **Vendor Terms**

▶ **Accounts Receivable**

▶ **eMALL**

▶ **Location Information**

▶ **Fee and Vendor Compliance Holds**

<p>Fee Exempt : <input type="checkbox"/></p> <p>Registration Application Date : 07/01/2014</p> <p>Registration Effective Date : 07/01/2014</p> <p>Registration Expiration Date : 07/01/2015</p> <p>Pre-Registration Code : <input type="text"/></p>	<p>Tax Clearance : <input type="checkbox"/></p> <p>Unemployment Insurance : <input type="checkbox"/></p> <p>Worker's Compensation : <input type="checkbox"/></p> <p>Secretary of State Registration : <input type="checkbox"/></p> <p>Federal Debarred : <input type="checkbox"/></p>
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▶ **Additional Information**

▶ **Travel**

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