


Purchase Change Request			 Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100			Order # MU19POUR co7		
FY 26	Buyer LL	Date 08/18/2025	Account VARIES	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 <div style="display: flex; justify-content: space-between;"> <div> <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 </div> <div> <input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/Address <input checked="" type="checkbox"/> Other </div> </div>				
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 style="text-align: center;">Change Order # <u>7</u></p> <p style="text-align: center;">Beverage Sales and Sponsorship</p> <p>To make the following changes to 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>1. To incorporate Amendment 2 that allows a third-party vending operator to provide to vending machine services located at Marshall University facilities.</p> <p>Renewals Dates: July 1, 2025 - June 30, 2026 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: 1. To incorporate Amendment 2 that allows a third-party vending operator to provide to vending machine services located at Marshall University facilities.					Previous Total		\$ Open-end	
					Increase		\$	
					Decrease		\$	
					New Total		\$ Open-end	

Approved: Michelle W. Keeler September 3, 2025
 Authorized Signature Date

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

AMENDMENT 2
MU19 POUR

THIS AMENDMENT (this “*Amendment*”) effective as of July 1, 2025 (the “*Effective Date*”) by and between **PEPSICO BEVERAGE SALES, LLC**, a Delaware limited liability company, and its affiliates and/or their respective subsidiaries collectively comprising Pepsi Beverages Company, with an office located at Rt 60 East & Wildwood Road; Ona, WV 25545 (“*Pepsi*”) and **Marshall University** with its principal place of business at 1 John Marshall Drive; Huntington, WV 25755 (“*Customer*”).

WHEREAS, Pepsi and Customer are parties to **CONTRACT MU19** Pour commencing on August 16, 2019 the “*Agreement*”;

WHEREAS, Pepsi and Customer wish to modify certain terms of the Agreement and memorialize the same in writing.

NOW, THEREFORE, in consideration of these premises and the covenants herein contained, it is hereby agreed that, as of the Effective Date, the Agreement is hereby amended as set forth below. As used in this Amendment, capitalized terms defined in the Agreement and not otherwise defined in this Amendment, shall have the respective meanings assigned thereto in the Agreement.

“*Third-Party Vending Operator*” means **AVI Foodsystems** or any other third party engaged by the Customer that provides vending services at the Facilities. At no time shall Pepsi be financially responsible for any failure of any of Customer’s Third-Party Vending Operators to perform.

“**Third-Party Vending Operator**. Pepsi acknowledges that Customer has an existing agreement with the Third-Party Vending Operator to provide vending services at the Facilities. Customer represents to Pepsi that, pursuant to such agreement, the Third-Party Vending Operator will be responsible for the following activities. The Third-Party Vending Operator shall be responsible (i) for stocking the vending machines with Products purchased directly from Pepsi at the prices established in the Third-Party Vending Operator’s separate agreement with Pepsi and (ii) for collecting, for its own account, all cash monies from the vending machines and for all related accounting for all cash monies collected therefrom.”

“**Equipment**. Pepsi will loan to Customer and Customer’s Third-Party Vending Operator, at no charge, appropriate Equipment for dispensing the Products at the Facilities (except where local law, rule or regulation prohibits uncompensated placement of Equipment by soft drink vendors, in which case Pepsi will charge the minimum legal rental fee pursuant to a separate agreement with Customer). Where permitted by applicable local law, rule or regulation, the Equipment will be exclusively used to display and merchandise the Products as reasonably determined by Pepsi, and Customer and Customer’s Third-Party Vending Operator will not use the Equipment to display, stock, advertise, sell or maintain any other products (including on the exterior of the Equipment). Title to such Equipment will remain vested in Pepsi or its affiliate and Customer and Customer’s Third-Party Vending Operator will return all Equipment to Pepsi upon expiration or earlier termination of this Agreement. At Pepsi’s request, Customer and Customer’s Third-Party Vending Operator will provide Pepsi with a written Equipment verification list indicating the asset number, Equipment type, and location of the Equipment loaned to Customer and Customer’s Third-Party Vending Operator pursuant to this Agreement. To the extent that future technology enhancements, equipment platforms or products to support these platforms are substantially different in scope or composition compared to existing equipment components and products,

Pepsi and Customer and Customer's Third-Party Vending Operator will work in good faith to negotiate the economic terms for implementation of the new technology equipment."

1. As of the effective date, Section C **Guaranteed Annual Student Center Operating Commissions and subsection under Section C 1-5** are deleted in its entirety.
2. As of effective date. Section A is deleted and replaced in its entirety with the following:

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:
7	July 1, 2025- June 30, 2026	\$166,000	July 1, 2025
8	July 1, 2026- June 30, 2027	\$150,000	July 1, 2026
9	July 1, 2027- June 30, 2028	\$150,000	July 1, 2027
10	July 1, 2028- June 30, 2029	\$150,000	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.


3. Each party represents and warrants to the other that it has the authority to enter into and perform under this Amendment; and that the execution and performance under this Amendment will not violate any agreements with, or rights of, any third party. This Amendment may be amended or modified only by a writing signed by each of the parties.
4. **Except as may be expressly set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.**

IN WITNESS WHEREOF, Pepsi and Customer have caused this Amendment to be executed by the authorized persons set forth below.

PEPSICO BEVERAGE SALES, LLC

By: 
Name: Jeri Gaeger
Title: RAM
Date: 8/18/25

MARSHALL UNIVERSITY

By: 
Name: Michelle Wheeler
Title: Chief Procurement Officer/Director of Purchasing
Date: September 3, 2025

Vendor/Customer

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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	
000000139281	JOHN C JONES		Active	Inactive	
000000150560	BRENDA L WILLIAMS		Discontinued	Inactive	
000000152299	ROBERT L GROSE		Active	Inactive	
000000156048	FRANK A SIZEMORE		Discontinued	Inactive	
000000163582	IHOP 3057		Active	Inactive	
000000168194	THOMAS C MCGINLEY		Discontinued	Inactive	
000000168706	MARY K HELTZEL		Discontinued	Inactive	
000000191980	RAPE & DOMESTIC VIOLENCE INFORMATION CENTER INC		Active	Inactive	

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▼ 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 : 04/20/2025

Department : 

Unit : 

▶ Headquarters

▶ Organization

▶ Disbursement Options

▶ Prenote/EFT

▶ Remittance Advice

▶ Vendor Terms

▶ Accounts Receivable

▶ eMALL

▶ Location Information

▶ Fee and Vendor Compliance Holds

Fee Exempt : ☐

Registration Application Date : 07/01/2014

Registration Effective Date : 07/01/2014

Registration Expiration Date : 07/01/2015

Pre-Registration Code :

Tax Clearance : ☐

Unemployment Insurance : ☐

Worker's Compensation : ☐

Secretary of State Registration : ☐

Federal Debarred : ☐

▶ Executive Compensation

▶ Additional Information

▶ Travel

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