


<b>Purchase Change Request</b>				Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100		<b>Order #</b> MU20DINING	
FY 21	Buyer MW	Date 11-18-2020	Account Various	P.O. Date 03/01/2019	Contract MU20DINING		
<b>Document</b> <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input type="checkbox"/> Open End Contract Purchase <input checked="" type="checkbox"/> Agreement			<b>Document Action</b> <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 checked="" type="checkbox"/> Other	
Vendor Name, Address, Phone #, etc. Sodexo America LLC 9801 Washingtonian Blvd Gaithersburg, MD 20878			Vendor Code <b>522208632</b>		BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100		
Ph# 301-981-4000		Fax	FEIN# 522208632				
Item#	Quantity	Description of Change				Unit Price	Extended Price
		<p align="center"><b>Change Order # <u>6</u></b></p> <p align="center">Food Service</p> <p>To renew the original contract according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders.</p> <p>Effective date of renewal August 16, 2020 through August 15, 2021.</p> <p>Renewal # 1 of 9 Renewals Remaining: (1) one of (9) nine renewals</p>					
Reason for Change: <b>Contract Renewal # 1</b>					Previous Total	\$	Open end
					Increase	\$	
					Decrease	\$	
					New Total	\$	Open end

Approved: Michelle Wheeler 11/18/2020  
 Authorized Signature Date

N/A \_\_\_\_\_  
 Attorney General if required Date



Office of Purchasing

October 20, 2020

Cal Thetford  
COO, Universities North America, Northeast  
Sodexo America LLC  
9859 Flower Bonnet Avenue, NW  
Concord, North Carolina 28027

**Re: Renewal for MU20DINING Contract**

Mr. Thetford,

The above referenced contract related service has expired on August 15, 2020. There is a provision for another 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 the contract **MU20DINING Contract** effective August 16, 2020 through August 15, 2021 under the same terms and conditions. Please return the letter and the Purchasing Affidavit.

If you have any questions, please feel free to call me at 304-696-3157.

Sincerely,

Tracey Brown-Dolinski  
Assistant Director of Purchasing

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I agree to renew the **MU20DINING Contract** for an additional one (1) year period under the same terms and conditions.

Yes  No

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

Cal Thetford  
Cal Thetford (Oct 26, 2020 16:00 EDT)

Oct 26, 2020

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Signature

Date

Cal Thetford

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Printed Name

Chief Operating Officer

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Title

Comments: Renewal is based under the same terms and conditions of the MU20DINING Contract, as amended.

**WE ARE...MARSHALL.**

One John Marshall Drive • Huntington, West Virginia 25755-4100 • Tel 304/696-2821  
A State University of West Virginia • An Affirmative Action/Equal Opportunity Employer

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 OTHER 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: Cal Thetford, COO of Universities North America, East with Sodexo America, LLC

Authorized Signature:  Date: 10/26/20

State of Maryland

County of Prince George's to-wit:

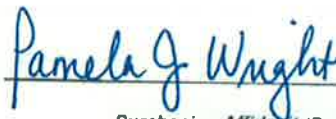
Taken, subscribed, and sworn to before me this 26<sup>th</sup> day of October, 2020

My Commission expires July 20, 2022

**AFFIX SEAL HERE**

PAMELA J. WRIGHT  
Notary Public-Maryland  
Prince George's County  
My Commission Expires  
July 20, 2022

NOTARY PUBLIC



Purchasing Affidavit (Revised 07/07/2017)