

**Purchase  
Change Request**



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

**Order #**  
MU20DINING

FY 21	Buyer MW	Date 6/24/2021	Account Various	P.O. Date 3/1/2019	Contract MU20DINING
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<b>Document</b> <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input checked="" type="checkbox"/> Contract Purchase Order <input type="checkbox"/> Open End Contract Purchase <input type="checkbox"/> Agreement	<b>Document Action</b> <input type="checkbox"/> Cancellation <input checked="" 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 type="checkbox"/> Change of Vendor Name/Address <input type="checkbox"/> Other
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Vendor Name, Address, Phone #, etc. <b>Sodexo America LLC</b> 9801 Washingtonian Blvd. Gaithers, MD 20878  Ph# 301-981-4000      Fax	Vendor Code <b>522208632</b>  FEIN# 522208632	<b>BOG Unit Name &amp; Address</b> Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
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Item#	Quantity	Description of Change	Unit Price	Extended Price
		<p align="center"><b>Change Order # 10</b></p> <p>To amend the contract according to all terms, conditions, pricing, and specifications contained in the original contract and all authorized change orders.</p> <p align="center"><b>FOOD SERVICE</b></p> <p>Attached: Fifth Amendment to Agreement to temporarily modify financial terms of Operating Expenses for the temporary time frame of June 1, 2021, to August 14, 2021.</p> <p>Effective Dates of Amendment: June 1, 2021</p>		

Reason for Change: <b>Modification of Operating Expenses</b>	Previous Total	\$ OPEN-END
	Increase	\$ _____
	Decrease	\$ _____
	New Total	\$ OPEN-END

Approved:

*Tracy Grandolini*  
Authorized Signature

6/24/21  
Date

N/A  
Attorney General if required

Date

Vendor:

Organization Name

Item #	Quantity	Unit	Description	Unit Price	Amount
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(1) Management Fee \$10,402.75 per week

(2) Estimate of \$413,570.00 for reimbursable Operating Expense for June 1, 2021 through July 31, 2021.

AMENDMENT #5

MARSHALL UNIVERSITY

AND

SODEXO AMERICA, LLC

THIS AMENDMENT #5, dated June 15, 2021, is between MARSHALL UNIVERSITY ("University") and SODEXO AMERICA, LLC ("Vendor").

WITNESSETH:

WHEREAS, University and Vendor entered into that certain Contract # MU20DINING effective August 16, 2019, as amended ("Agreement"), whereby Vendor manages and operates the University's Food Services operation in Huntington, West Virginia;

WHEREAS, Client and Sodexo have agreed to temporarily modify the financial terms of the Agreement to address changes reasonably required by the overall impact of COVID-19 by converting the Food Service currently under a profit and loss financial model to a management fee arrangement with Client reimbursing Operating Expenses incurred for the services and paying Sodexo a fee;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Commencing June 1, 2021 and continuing until August 14, 2021, the financial terms associated with the Food Service, defined as the resident dining program, retail program, Catering and concessions, shall cease and the following financial arrangements shall be in effect:
  - A. Sodexo shall collect and deposit any retail sales revenue from the Food Service. Sodexo shall pay Operating Expenses in connection with the Food Service. Any Surplus or Deficit from the Food Service shall be for Client's account.
  - B. Operating Expenses shall be defined as all costs, Charges and expenses incurred in connection with the Food Service including, but not limited to, the following:
    1. The invoiced amounts to Sodexo for goods and services, including food, beverages, merchandise, cleaning products, equipment, supplies, and other contracted services;
    2. Sodexo's labor, including salaries, wages, taxes, health benefits (employer's contribution), payroll processing, and contributions to current or newly hired employee retirement plans (employer's contribution), and third party costs of administering such plans and services charged specifically to Client's account; and
    3. The following other costs, Charges and expenses: depreciation of equipment, amortization of any Investment, Charges for workers' compensation based on the average manual rates for such insurance in the geographic area of the Premises, other insurance related to the Services provided herein, cost of governmental or health

and safety licenses, permits and certifications, information systems, software and software maintenance, armored car services, fees and expenses associated with accepting and processing credit and debit card sales, bank service fees (net of any interest) for depositing receipts from the Food Service, third party recruitment and placement fees (to the extent agreed upon in advance), marketing and promotional or proprietary materials, uniforms and linen, signage, overnight delivery, if necessary, Smallwares, Expendable Equipment, continuing education training expenses for employees assigned to the Food Service as agreed upon by the parties, travel costs associated with Food Service operations support as agreed upon by the parties, criminal background investigations and drug screenings for Sodexo's employees assigned to the Food Service at the Premises, fees and expenses associated with the installation, implementation and ongoing operation of Branded Concepts operated by Sodexo, including royalty payments payable to franchisors and licensors, electronic meal program identification system supplies, and other items and contracted services purchased on behalf of the Food Service as mutually agreed upon by the parties.

For clarification purposes, the Horizon payroll support fee shall not be considered an Operating Expense.

Monthly reports of all sales and costs associated with the billing

C. Client shall pay Sodexo a "Management Fee" equal to Ten Thousand Four Hundred Two and 75/100 Dollars (\$10,402.75) per week, prorated for any partial week.

D. Many of Sodexo's manufacturers, suppliers and distributors provide rebates, allowances, and other payments to Sodexo based on Sodexo's purchasing commitments, aggregate growth incentives and other factors. Prompt payment discounts and all rebates, allowances and other payments obtained from manufacturers, suppliers and distributors, shall be retained by Sodexo. However, if Sodexo receives rebates, allowances, discounts, or other payments from local vendors specifically generated by the Marshall Food Service, such rebates, allowances, discounts, and other payments they shall be credited towards the Operating Expenses.

E. The following definitions shall apply:

Deficit. The excess of the total of Operating Expenses and Management Fee over retail sales revenue.

Expendable Equipment. Any expendable item used in the preparation and service of meals such as pots, pans, and cooking and serving utensils used in the Food Service.

Surplus. The excess of retail sales revenue over the total of Operating Expenses and Management Fee.

2. No later than fifteen (15) days after the end of each month, Sodexo will invoice Client for Operating Expenses and Management Fee in excess of retail sales revenue retained by Sodexo for the applicable period in accordance with the current billing and payment terms. The Parties shall meet on a weekly basis to review the financial key performance indicators to ensure it aligns with the mutual expectations of the Parties.

The Parties shall meet monthly to review the monthly Operating Expenses for the Food Service operations for both the athletic and non-athletic operations.

3. Any funds, commissions, guaranteed commissions, profit share, rent payments, or other financial benefits payable by Sodexo to Client or made available by Sodexo to Client under the Agreement shall cease until the parties mutually agree to resume such benefits.

4. Attached hereto, and incorporated herein, is Schedule 1 which details the estimated monthly Operating Expenses, totaling Four Hundred Thirteen Thousand Five Hundred Seventy Dollars (\$413,570.00), for the timeframe of June 1, 2021 through July 31, 2021. Such total Operating Expenses shall not exceed Four Hundred Thirteen Thousand Five Hundred Seventy Dollars (\$413,570.00); however, the parties shall review and agree upon any material monthly changes to the Operating Expenses, including but not limited to changes in Client's student population, scope of Food Service operations and unexpected Operating Expenses. In the event the actual monthly Operating Expenses exceed the estimated monthly Operating Expenses on Schedule 1, then Sodexo shall advise Client and the parties shall promptly meet to review and agree upon such steps as may be necessary to keep the total Operating Expenses within such estimated amount. For clarity, the dollar amounts set forth on Schedule 1 are estimated only of Operating Expenses for the June 1, 2021 through July 31, 2021 timeframe and are not binding.

5. Schedule 1 is deleted in its entirety and replaced with the Schedule 1 attached hereto.

6. This Amendment is effective June 1, 2021 and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment #5, as of the date indicated in the first paragraph of this Amendment #5.

MARSHALL UNIVERSITY

By:   
Brandi D. Jacobs-Jones (Jun 21, 2021 17:41 CDT)

Brandi Jacobs-Jones  
Senior Vice President for Operations and Chief of Staff

Date: Jun 21, 2021

SODEXO AMERICA, LLC

By:   
Carty McMullen  
Senior Vice President  
Universities North America, East

Date: Jun 21, 2021

Schedule 1  
Estimated Operating Expenses

Revenues	June	July	Total FY 21
Board Sales	\$15,000.00	\$15,000.00	
Conferences	\$8,000.00	\$25,000.00	\$33,000.00
Cash/Credit Card	\$4,500.00	\$4,500.00	\$9,000.00
Banquet & Catering	\$5,000.00	\$5,000.00	\$10,000.00
<b>TOTAL ESTIMATED REVENUES</b>	<b>\$32,500.00</b>	<b>\$49,500.00</b>	<b>\$82,000.00</b>
Product Cost			
Perishable Raw Material Costs	\$10,000	\$16,000	\$26,000.00
Non-Perishable/Other Raw Material Costs	\$2,000	\$2,000	\$4,000.00
<b>TOTAL ESTIMATED PRODUCT COST</b>	<b>\$12,000</b>	<b>\$18,000</b>	<b>\$30,000.00</b>
	36.92%	36.36%	36.59%
Personnel Cost			
Management Wages	\$27,500	\$27,500	\$55,000.00
Management Taxes/Benefits	\$5,500	\$5,500	\$11,000.00
Hourly Wages	\$12,000	\$12,000	\$24,000.00
Hourly Taxes/Benefits	\$7,500	\$7,500	\$15,000.00
<b>TOTAL ESTIMATED PERSONNEL COST</b>	<b>\$52,500</b>	<b>\$52,500</b>	<b>\$105,000.00</b>
Direct Costs			
Amortization and Depreciation	\$50,000	\$50,000	\$100,000.00
Other Direct Expenses	\$10,000	\$10,000	\$20,000.00
Vehicle Leases/Expenses	\$1,000	\$1,000	\$2,000.00
Uniform Expenses (Including Amortization)	\$1,000	\$1,000	\$2,000.00
Small Equipment Expenses	\$5,000	\$5,000	\$10,000.00
Marketing Charges	\$2,000	\$2,000	\$4,000.00
Maintenance/Repair (Including Amortization)	\$7,000	\$7,000	\$14,000.00
Financial Services	\$4,000	\$4,000	\$8,000.00
Linen	\$2,000	\$2,000	\$4,000.00
Equipment Lease	\$-	\$-	\$0.00
Insurance	\$3,500	\$3,500	\$7,000.00
Telephone	\$1,800	\$1,800	\$3,600.00
Commission	\$-	\$-	\$0.00
System Support Charges	\$3,700	\$3,700	\$7,400.00
Taxes, Licenses and Fees	\$4,000	\$4,000	\$8,000.00
General and Admin Cost	\$-	\$-	\$0.00
Management Fee	\$44,285	\$44,285	\$88,570.00
<b>TOTAL ESTIMATED FIXED COST</b>	<b>\$139,285.00</b>	<b>\$139,285.00</b>	<b>\$278,570.00</b>
<b>TOTAL ESTIMATED EXPENSE</b>	<b>\$203,785.00</b>	<b>\$209,785.00</b>	<b>\$413,570.00</b>

**TOTAL ESTIMATED CLIENT COST EXCESS/(DEFICIT) (\$171,285.00) (\$160,285.00) (\$331,570.00)**