


Purchase Change Request					Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100	Order # MU20DINING
FY 2020	Buyer TBD	Date 5/4/2020	Account	P.O. Date 3/1/2019	Contract MU20DINING	
Document <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			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 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 522208632		BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100	
Ph#		Fax		FEIN# 52-2208632		
Item#	Quantity	Description of Change			Unit Price	Extended Price
		Change Order # 3 To amend the contract according to all terms, conditions, specifications contained in the original contract and all authorized change orders as per the attached documentation. FOOD SERVICE Add emailed changes Effective as of March 1, 2020				
Reason for Change: To add contract terms from Sodexo's email on April 1, 2020				Previous Total	\$	OPEN-END
				Increase	\$	
				Decrease	\$	
				New Total	\$	OPEN-END

Approved: Angela White Negley 5/5/20
 Authorized Signature Date

N/A
 Attorney General if required Date

This email confirms our discussion that the financial terms associated with the Board Rates shall temporarily cease and commencing _____ March 1, 2020 _____, and continuing until _____ July 31, 2020 _____, the following financial arrangements shall be in effect:

Sodexo shall continue to collect and deposit or remit all sales from the Food Service as detailed in the Agreement. Client shall pay Sodexo for all Operating Expenses in connection with the Food Service. Operating Expenses shall include all costs, Charges and expenses incurred in connection with the Food Service including, but not limited to, the following:

1. The amounts invoiced by Sodexo to Client for goods and services procured for resale to Client in connection with the Food Service including 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 expenses, including salaries (and bonuses, if any), wages, taxes, health benefits, relocation expenses, payroll processing, retirement plans, and the cost of administering such plans and services; and

3. All other costs, Charges and expenses, including, but not limited to, amortization of any Investment(s), charges for workers' compensation and general liability insurance based on the average manual rates for such insurance in the geographic area of the premises, other insurance related to the Food Services, taxes associated with the operation of the Food Service and other items and contracted services purchased on behalf of the Food Service.

Client shall pay Sodexo a "Management Fee" equal to [____Zero____ Dollars (\$____0____) per week, prorated for any partial week.

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.

Any funds, commissions, profit share 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.

The invoicing and payment terms shall remain unchanged.

Please reply to this email as soon as possible with your confirmation as to the scope and terms of this change so that we may begin implementing the change on a timely basis.

Carty McMullen

Senior Vice President
Sodexo Universities

Brown-Dolinski, Tracey

From: Jacobs, Brandi
Sent: Thursday, April 2, 2020 3:38 PM
To: Greenfield, Michael
Cc: McMullen, Carty
Subject: RE: Board Rate to Fee Template (Revised 3-20-2020)

Mike and Carty,

Please accept this email as confirmation of the amendments to the **MU20DINING Contract** scope and terms of as mentioned below.

Thank you for your commitment to Marshall University.

Best,
Brandi

BRANDI D. JACOBS-JONES

Chief of Staff | Sr. Vice President for Operations

Marshall University
Old Main 114
One John Marshall Drive
Huntington, WV 25755
304.696.3328 (office) 304.360.3415 (cell) 304.696.2450 (fax)
jacobs2@marshall.edu / www.marshall.edu

From: Greenfield, Michael [mailto:Michael.Greenfield@sodexo.com]
Sent: Wednesday, April 1, 2020 3:56 PM
To: Jacobs, Brandi <jacobs2@marshall.edu>
Cc: McMullen, Carty <Carty.McMullen@sodexo.com>
Subject: FW: Board Rate to Fee Template (Revised 3-20-2020)

Brandi,

Thank you again for working through this with us. Once all have reviewed, and if agreement, simply respond back to me that you with your approval. If you have any further questions, please contact me at any time.

Best regards,
Mike

This email confirms our discussion that the financial terms associated with the Board Rates shall temporarily cease and commencing _____March 1, 2020_____, and continuing until _July 31,2020_____, the following financial arrangements shall be in effect:

Sodexo shall continue to collect and deposit or remit all sales from the Food Service as detailed in the **MU20DINING Contract, as amended(Agreement)**. Client shall pay Sodexo for all Operating Expenses in connection with the Food Service. Operating Expenses shall include all costs, Charges and expenses incurred in connection with the Food Service including, but not limited to, the following:

1. The amounts invoiced by Sodexo to Client for goods and services procured for resale to Client in connection with the Food Service including 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 expenses, including salaries (and bonuses, if any), wages, taxes, health benefits, relocation expenses, payroll processing, retirement plans, and the cost of administering such plans and services; and
3. All other costs, charges and expenses, including, but not limited to, amortization of any Investment(s), charges for workers' compensation and general liability insurance based on the average manual rates for such insurance in the geographic area of the premises, other insurance related to the Food Services, taxes associated with the operation of the Food Service and other items and contracted services purchased on behalf of the Food Service.

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Any funds, commissions, profit share 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. The invoicing and payment terms shall remain unchanged.

Please reply to this email as soon as possible with your confirmation as to the scope and terms of this change so that we may begin implementing the change on a timely basis.

Cheryl L. King
General Manager
Sodexo Campus Services
Marshall University
304.696.3329
cheryl.king@sodexo.com

From: Greenfield, Michael <Michael.Greenfield@sodexo.com>
Sent: Wednesday, April 1, 2020 1:29 PM
To: King, Cheryl <Cheryl.King@sodexo.com>
Subject: Board Rate to Fee Template (Revised 3-20-2020)

Cheryl,

Please cut and past this into the body of an email and send back to me.

Thanks

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