


Purchase Change Request		Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100	Order # MU20VENDSN
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FY 20	Buyer DG	Date 5/27/19	Account Various	P.O. Date 7/1/2019	Contract MU20VENDSN
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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
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Vendor Name, Address, Phone #, etc. Vendor Code AVI FOODSYSTEMS INC 2590 ELM RD NE WARREN OH 44483 Ph# 304-766-8846 Fax FEIN# 340939177	BOG Unit Name & Address 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
		Change Order # <u>1</u> To amend the contract to suspend commissions paid to Marshall University for the months of March - June 2020 due to COVID19. Contract otherwise sustained according to all terms, conditions, prices, and specifications contained in the original contract including all authorized change orders. Effective Dates Remain: July 1, 2019 through June 30, 2020 Remaining Renewals: 4		

Reason for Change: Contract Renewal	Previous Total	\$ Open End
	Increase	\$ _____
	Decrease	\$ _____
	New Total	\$ Open End

Approved: Angela White Negf 5/27/20 _____
 Authorized Signature _____ Date

N/A _____
 Attorney General if required _____ Date

May 11, 2020

William ("Tootie") Carter
Business Manager
Marshall University
One John Marshall Drive
Huntington, West Virginia 25755

Re: **Contract MU20VENDSN**

Dear Tootie,

Thank you for the opportunity to discuss the vending services at Marshall University. I truly appreciate our partnership and your willingness to work together during these most challenging times.

To confirm our discussion, AVI Foodsystems, Inc. will suspend all commissions paid to Marshall University for the months of March through June, 2020, as a result of the lack of sales due to the world-wide outbreak of Coronavirus Disease 2019 (COVID-19).

It's a pleasure serving the students, faculty and staff at Marshall University and we look forward to continuing our business relationship for many years to come. If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

Kevin K. Buckalew
Branch Manager
AVI Foodsystems, Inc.

Marshall University agrees to forego the payment of the vending commission guarantee, as well as any vending commissions earned on percentages, for the months of March through June, 2020.

Angela White Negley

Signature

5/27/20

Date

Angela White Negley

Printed Name

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: AVI Foodsystems, Inc.

Authorized Signature: Jeremy V. Jess Date: 5/11/2020

State of Ohio

County of Trumbull, to-wit:

Taken, subscribed, and sworn to before me this 11th day of May, 2020.

My Commission expires Oct. 8, 2022

AFFIX SEAL HERE

NOTARY PUBLIC Quia R. Hake

Purchasing Affidavit (Revised 01/19/2018)
QUIA R. HAKE, Notary Public
STATE OF OHIO
MY COMMISSION EXPIRES Oct 8 2022