


<b>Purchase Change Request</b>		Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100	<b>Order #</b> MU20VENDSN
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FY 2021	Buyer JH	Date 2/5/2021	Account Various	P.O. Date 7/1/2019	Contract MU20VENDSN
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<b>Document</b> <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	<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
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Vendor Name, Address, Phone #, etc. <b>AVI FOODSYSTEMS INC</b> 2590 ELM RD NE WARREN OH 44483	Vendor Code <b>340939177</b>	BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
Ph# 304-766-8846	Fax	FEIN# 340939177

Item#	Quantity	Description of Change	Unit Price	Extended Price
		<b>Change Order # <u>2</u></b>  To renew and amend the contract according to all terms, conditions, and specifications contained in the original contract and all authorized change orders, as per the information below and on page 2.  <b>VENDING SERVICES</b>  <ul style="list-style-type: none"> <li>Suspend usage on very low volume vending machines until COVID passes and student activity/population goes back to pre-COVID conditions.</li> <li>Suspend the promotional and scholarship funds.</li> <li>Suspend the vending commission guarantee and pay Marshall University vending commissions of twenty percent (20%) on sales less applicable Federal, State and Local sales taxes and any applicable card reader fees.</li> </ul> Contract Effective Dates: July 1, 2020 - June 30, 2021 Renewal: #1 of 4 Renewals Remaining: (3) Three		

Reason for Change: To renew and amend the contract according to all terms, conditions, and specifications contained in the original contract and all authorized change orders, as per the information above and on page 2.	Previous Total	\$ Open-End
	Increase	\$ _____
	Decrease	\$ _____
	New Total	\$ Open-End

Approved: Michelle Wheeler 2/5/2021  
 Authorized Signature Date

N/A  
 Attorney General if required Date

January 8, 2021

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

Re: **Contract MU20VENDSN**

Dear Tootie,

I truly appreciate our partnership and your willingness to work together during these most challenging times to arrive at a mutually beneficial arrangement.

As a result of the continued lack of sales due to the world-wide outbreak of Coronavirus Disease 2019 (COVID-19) I am proposing the following changes for the months of July 2020 through June 2021.

- Suspend usage on very low volume vending machines until COVID passes and student activity/population goes back to pre-COVID conditions.
- Suspend the promotional and scholarship funds.
- Suspend the vending commission guarantee and pay Marshall University vending commissions of twenty percent (20%) on sales less applicable Federal, State and Local sales taxes and any applicable card reader fees.

Please contact me at your earliest convenience to further discuss my proposed changes and the continuation of the vending services at Marshall University.

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.

Sincerely,

Kevin K. Buckalew  
Branch Manager  
AVI Foodsystems, Inc.

Marshall University agrees to the extension of the Contract and the changes outlined above, for the months of July 2020 through June 2021.

Michelle Wheeler  
Signature

2/5/2021  
Date

Michelle Wheeler  
Printed Name



Office of Purchasing

January 20, 2021

AVI FOODSYSTEMS INC  
2590 ELM RD NE  
WARREN, OH 44483

Re: Contract Renewal for MU20VENDSN

To Whom It May Concern:

The above referenced contract expired on June 30, 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 contract MU20VENDSN effective July 1, 2020 through June 30, 2021 under the same terms and conditions, subject to the changes indicated in the attached letter. Enclosed is a Purchasing Affidavit which requires signature and notarization as well.

Please return the letter and the enclosed purchasing affidavit signed in the original to the noted below.

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

If you have any questions, please feel free to call me at 304-696-2820.

Sincerely,

Justin P. Hawthorne  
Purchasing Agent

I agree to renew the current contract # MU20VENDSN for an additional one (1) year period under the same terms and conditions.

Yes  No

Yes, subject to the following changes in the attached letter.

1/26/21  
Date

Jeremy VanNess

Printed Name  
Vice President for Finance & CFO

Title

Comments: \_\_\_\_\_

**WE ARE... MARSHALL.**

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: 1/26/21

State of Ohio

County of Trumbull, to-wit:

Taken, subscribed, and sworn to before me this 26<sup>th</sup> day of January, 2021

My Commission expires Oct. 8, 2022

**AFFIX SEAL HERE** **GINA R. HAKE, Notary Public**  
**STATE OF OHIO**  
**NOTARY PUBLIC** Gina R Hake  
**MY COMMISSION EXPIRES** Oct 8 2022

## UC Defaulted Accounts Search Results

Sorry, no records matching your criteria were found.

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FEIN: 340939177  
Business name: AVI FOODSYSTEMS INC  
Doing business as/Trading  
as:

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Please use your browsers back button to try again.

<a href="#">WorkforceWV</a>	<a href="#">Unemployment Compensation</a>	<a href="#">Offices of the Insurance Commissioner</a>
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