


Purchase Change Request		Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100	Order # MU20VENDSN
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FY 22	Buyer JH	Date 7/1/2021	Account	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 checked="" type="checkbox"/> Open End Contract Purchase <input type="checkbox"/> Agreement	Document Action <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. AVI FOODSYSTEMS INC 2590 ELM RD NE WARREN 44483 Ph# (304) 766-8846 Fax FEIN# 34-0939177	Vendor Code 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>3</u> 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. VENDING SERVICES <u>July 1, 2021 to December 2021</u> <ul style="list-style-type: none"> 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. <u>January 1, 2022 to June 30, 2022</u> <ul style="list-style-type: none"> Meet with Marshall University in December of 2021 to review sales and mutually agree upon the financial arrangements for the months of January 2022 through June 2022. Contract Effective Date(s): July 1, 2021 - June 30, 2022 Renewal: #2 of 4 Renewals Remaining: (2) Two		

Reason for Change: Renewal and term modification.	Previous Total	\$ OPEN-END
	Increase	\$ _____
	Decrease	\$ _____
	New Total	\$ OPEN-END

Approved: *Treacy Brandolini* 7/1/21
 Authorized Signature Date

N/A
 Attorney General if required Date

June 24, 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.

I am proposing the following financial arrangements for the Contract period July 2021 through June 2022.

July 2021 through December 2021, AVI will:

- 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.

January 2022 through June 2022, AVI will:

- Meet with Marshall University in December of 2021 to review sales and mutually agree upon the financial arrangements for the months of January 2022 through June 2022.

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,

Richard DeLozier II
Region Director
AVI Foodsystems, Inc.



Student Center Operations

June 25, 2021

AVI Foodsystems, Inc.
2590 Elm Road NE
Warren, OH 44483

Re: Contract Renewal MU20VENDSN

To Whom It May Concern:

The above referenced contract expired on June 30, 2021. 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 MU20VENDSN contract effective July 1, 2021 through June 30, 2022 under the same terms and conditions, subject to changes indicated in the attached letter. Attached is a Purchase 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 – Student Center Operating
Suite 2W5 – Memorial Student Center
One John Marshall Drive
Huntington, WV 25755-4100

If you have any questions, please feel free to call me at 304-696-2528

Sincerely,

William "Tootie" Carter, Business Manager, Student Center Operating

William Carter

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 indicated below or in the attached letter.

Jeremy Van Ness 7/1/2021
Signature Date

Jeremy Van Ness
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 Van Jes* Date: 7/2/2021

State of OHIO

County of TRUMBULL, to-wit:

Taken, subscribed, and sworn to before me this 2nd day of July, 2021

My Commission expires Oct. 8, 2022

AFFIX SEAL HERE

NOTARY PUBLIC *Gina R. Hake*

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