

Purchase Change Request



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

Order #
MU20VENDSN

FY 23	Buyer MW	Date 11/07/2022	Account	P.O. Date 07/01/2019	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 type="checkbox"/> Other
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Vendor Name, Address, Phone #, etc. AVI FOODSYSTEMS INC 2590 ELM RD NE WARREN OH 44483	Vendor Code 340939177	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
		<p align="center">Change Order # <u>5</u></p> <p align="center">VENDING SERVICES</p> <p>To renew the original contract according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders.</p> <p>Effective date of renewal July 1, 2022 through June 30, 2023.</p> <p>Renewal # 3 of 4</p> <p>Renewals Remaining: (1) One (1) year period.</p>		

Reason for Change: CONTRACT RENEWAL	Previous Total	\$ OPEN-END
	Increase	\$ _____
	Decrease	\$ _____
	New Total	\$ OPEN-END

Approved: Michelle Wheeler 11/8/22
 Authorized Signature Date

N/A
 Attorney General if required Date



Student Center Operations

July 12, 2022

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

Re: Contract Renewal MU20VENDSN

To Whom It May Concern:

The above referenced contract will expire on June 30, 2022. 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, 2022 through June 30, 2023 under the same terms and conditions. Enclosed 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

I agree to renew the current contract # (contract number) 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 10/27/22
Signature Date

Jeremy VanNess

Printed Name

Vice President for Finance & CFO

Title

Comments: _____

WE ARE... MARSHALL.

AVI FOODSYSTEMS
PRICING – VENDING
2022

<u>Item</u>	<u>Current Price</u>	<u>Proposed Price</u>
Candy	\$1.25	\$1.50
Candy (Large)	\$1.70	\$2.00
Crackers	\$0.80	\$1.00
Mints	\$0.80	\$1.00
Pastry	\$1.50	\$1.75
Snacks (Large)	\$1.25	\$2.50

AN IMPORTANT UPDATE ON FOODSERVICE COSTS

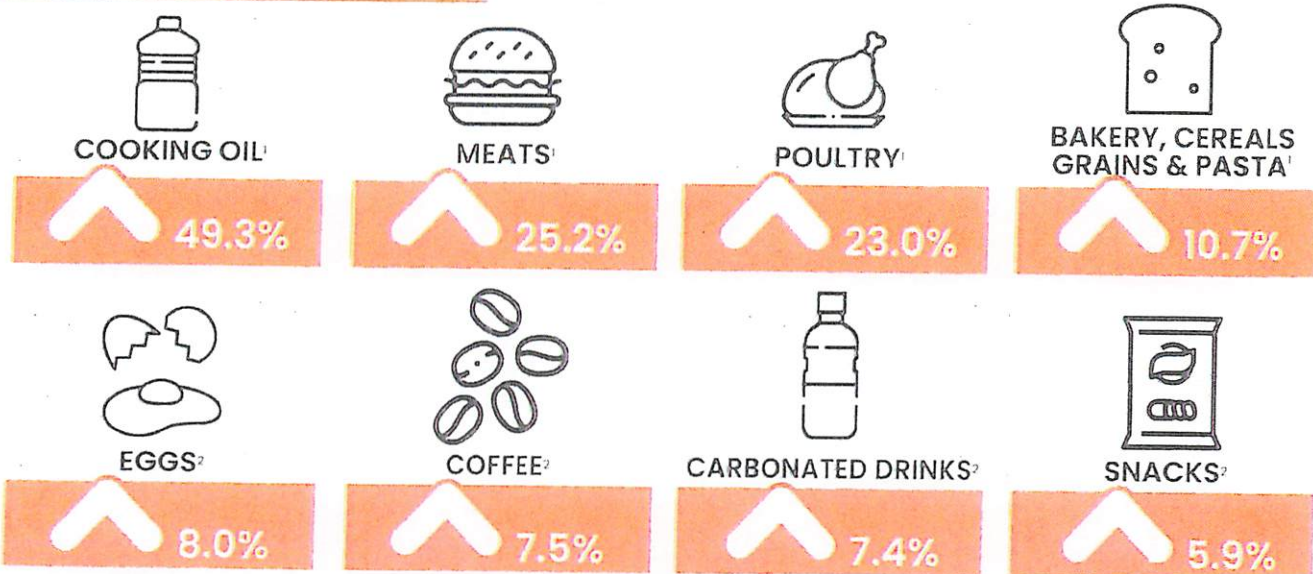
As you may have encountered at grocery, restaurant and retail establishments, prices have continued to significantly rise in 2021. Throughout 2021, AVI has experienced unprecedented, unavoidable increases that are contributed to multiple factors occurring nationwide. The foodservice industry has historically endured state of emergency events that have produced variants of change in pricing and product availability; yet, throughout past emergencies, we often experienced steady peaks with certain commodities. Unfortunately, this has not been the outcome of our current landscape:

- **Limited product availability from manufacturers.** Pre-pandemic, national average foodservice fill rates were approximately 98% or above; today, national fill rates are approximately 7-10 points below average.
- **Transportation interruptions** are causing shipping and delivery delays based upon increased demand, labor and trucker shortages.
- Pre-pandemic, average annual price increases occurred for approximately 20%-30% of products. In 2021, we have experienced multiple price increases for approximately 70%-80% of products from numerous suppliers across most industries. The influx of these increases have placed a limited impact on leveraging cost negotiations.
- With labor shortages impacting most industries, employer compensation and healthcare costs have overwhelmed the service industry with an 8.1% increase in wages and salaries and the cost of benefits increased at 2.6% in Third Quarter 2021. (Source: *Employment Cost Index, BLS.gov*)



While AVI continues to be aggressive and diligent in working to control product costs, our company recognizes the importance of providing comprehensive insight. Our current economic climate is demonstrating that it is no longer "business as usual", does not exempt any industry and, due to such a substantial impact, it is imperative to appropriately implement product price adjustments across our business units throughout the foreseeable period.

KEY COST INCREASES NOVEMBER 2021 VS. NOVEMBER 2020



¹ Raw data sources
² Producer Price Index (PPI) - November 2021 vs. November 2020
 (Cost to Domestic Manufacturers)
 Source: BLS.gov, PPI Detailed Report, Data for November 2021
³ Consumer Price Index (CPI) - November 2021 vs. November 2020

Financial Consideration

- **Guarantee an annual vending commission in the amount of \$28,100 for each year of service**, or commissions paid in accordance with the schedule below, whichever would be the greater. Commissions are paid on sales less applicable Federal, State and Local sales taxes and any applicable card reader fees.

Hot Beverages	28.5%
Confections	28.5%
Pastry	28.5%
Fresh Food Items	28.5%

- **Establish an annual Promotional Fund in the amount of \$2,000.** This fund will be used for events promoting AVI's vending services and/or products during each year of service.
- **Establish an annual Scholarship Fund in the amount of \$1,500.** This fund will be awarded at the discretion of Marshall University.

Vending Pricing

Flavia Freshpacks	Cash Price
Classic Coffees and Teas, 10 oz.	\$ 1.00
Premium Coffee (Starbucks), 10 oz.	\$ 1.50
Milk Froth (for Cappuccinos and Lattes)	\$ 0.90
Dove Hot Chocolate, 10 oz.	\$ 1.10
Candy and Snacks	
Candy	\$ 1.25
Candy, Large Size	\$ 1.70
Crackers	\$ 1.25
Gum and Mints, Regular Size	\$ 0.80
Gum, Large Size	\$ 1.50
Snacks, Large Single Serve Size	\$ 1.25
Pastries and Homemade Cookies	\$ 1.50
Fresh Food	
Sandwiches, Salads, Fresh Fruits and Desserts	Menu

Additional Equipment

AVI will provide the following equipment for your use as part of our service program:

- Forty-four (44) new MEI readers. AVI offers a \$ 0.10 discount for cash purchases. The discounted cash price is shown above.
- One (1) bill recycler
- Two (2) microwaves

AVI Fresh Food Menu Pricing

Signature Fresh Food Menu

nutriGOOD	Portion	Calories	Price
Sunrise Sandwich	4.60 oz.	225	\$1.50
Homemade Pasta Salad	5.40 oz.	270	\$1.50
Chicken & Cheese on Wheat Sandwedge	4.30 oz.	220	\$1.75
Turkey Burger	5.20 oz.	310	\$2.00
Virginia Ham & Cheese Sandwich	5.10 oz.	285	\$2.00
Ham & Chicken Sub	6.00 oz.	220	\$2.25
Grilled Chicken Sandwich	5.40 oz.	255	\$2.25
Honey of a Ham Sub	5.50 oz.	255	\$2.25
Lean Trio Sub	5.20 oz.	280	\$2.25
Shaved Turkey Stacker	5.20 oz.	200	\$2.25
Roast Beef Barbecue Sub	5.40 oz.	230	\$2.50
Mesquite Chicken Sub	6.10 oz.	360	\$2.25
nutriWISE	Portion	Calories	Price
Yoplait Banana Strawberry Yogurt	6.00 oz.	100	\$1.00
Yoplait Light Blueberry Yogurt	6.00 oz.	90	\$1.00
Yoplait Strawberry Yogurt	6.00 oz.	150	\$1.00
Bagel-fuls Cinnamon	3.50 oz.	200	\$1.25
Tossed Salad with Italian	5.30 oz.	135	\$1.25

Tossed Salad with Ranch	5.20 oz.	170	\$1.25
State Fair Corn Dog	4.00 oz.	190	\$1.25
Carrots with Ranch	5.00 oz.	180	\$1.50
Dole Tropical Fruit Salad Bowl	7.00 oz.	60	\$1.50
Dole Peaches Bowl	7.00 oz.	80	\$1.50
Dole Mandarin Oranges Bowl	7.00 oz.	80	\$1.50
General Mills Cereals	4.00 oz.	varies	\$1.50
Ham & Swiss on Wheat Bread	4.20 oz.	225	\$1.50
Kellogg's Cereals	4.00 oz.	varies	\$1.50
Quaker Oatmeal Brown Sugar	1.90 oz.	200	\$1.50
Turkey & Cheddar on Wheat Bread	4.20 oz.	225	\$1.50
Veggies with Ranch	4.00 oz.	160	\$1.75
Roast Beef & Swiss on Wheat Bread	4.30 oz.	235	\$2.00
Roast Beef Sub	4.40 oz.	250	\$2.00
Campbell's Chicken Noodle Soup	15.40 oz.	70	\$2.25
Campbell's Tomato Soup	15.40 oz.	110	\$2.25
Campbell's Vegetable Beef Soup	15.40 oz.	80	\$2.25
Roast Beef Stacker on Multigrain	4.40 oz.	230	\$2.25
Starkist Lunch To-Go	4.50 oz.	230	\$2.50
Ready Pac Chicken Caesar Salad	6.25 oz.	230	\$3.75
Ready Pac Caprese Salad	5.00 oz.	210	\$3.75
Ready Pac Cranberry Walnut Salad	4.50 oz.	210	\$3.75
Ready Pac Kickin' BBQ Style Salad	7.00 oz.	240	\$3.75
Kitchen Classics	Portion	Calories	Price
Cheese Chunks with Crackers	4.40 oz.	435	\$1.50
Fish Sandwich	5.00 oz.	355	\$1.50
Ham & Cheddar Sandwich	4.30 oz.	255	\$1.50
Ham & Cheese Sandwich	4.40 oz.	280	\$1.50
Ham & Swiss Sandwich	5.10 oz.	320	\$1.50
Mild Sausage Sandwich	3.80 oz.	265	\$1.50
Turkey & Swiss Sandwich	5.20 oz.	390	\$1.50
Cheese Chunks, Pepperoni & Crackers	3.80 oz.	480	\$1.75
Chicken Biscuit Sandwich with Honey	6.00 oz.	505	\$1.75
Chicken Delight Sandwich	5.20 oz.	455	\$1.75
Chicken Parmesan Sandwich	5.50 oz.	360	\$1.75
Fish & Cheese Sandwich	5.40 oz.	395	\$1.75
Ham & Cheese Croissant	5.50 oz.	375	\$1.75
Reuben Sandwich	5.00 oz.	300	\$1.75
Turkey & Cheddar Croissant	6.20 oz.	475	\$1.75

Antipasto with Kalamata Olives	4.40 oz.	285	\$2.00
Buffalo Chicken Sandwich with Blue Cheese	6.30 oz.	500	\$2.00
Chicken & Swiss Sandwich	5.40 oz.	465	\$2.00
Fried Bologna Sandwich	8.40 oz.	670	\$2.00
Italian Grinder	5.40 oz.	420	\$2.00
Mini Beef Tacos	4.10 oz.	280	\$2.00
Roast Beef & Swiss Sandwich	5.10 oz.	305	\$2.00
Chicken, Bacon & Cheese Croissant	7.30 oz.	595	\$2.25
Spicy Chicken, Bacon & Ranch Sandwich	6.40 oz.	650	\$2.25
Meatloaf Sandwich	7.50 oz.	490	\$2.50
Fiery Buffalo Bites: Boneless Chicken Wings with Ranch	5.00 oz.	335	\$2.75
Subsational Subs	Portion	Calories	Price
Pizza Sub	4.00 oz.	275	\$1.25
Italian Sub	6.00 oz.	580	\$1.50
Steak & Cheese Sub	4.00 oz.	360	\$1.50
Barbecue Rib Sub	6.00 oz.	500	\$1.75
Italian Hot Sausage Sub	6.30 oz.	340	\$1.75
Italian Meatball Sub	5.20 oz.	350	\$1.75
Kielbasa & Kraut Sub	6.10 oz.	375	\$1.75
All American Sub	5.10 oz.	395	\$2.00
Deluxe Pizza Sub	5.50 oz.	510	\$2.00
Italian Steak Sub	6.90 oz.	660	\$2.25
Gourmet Italian Sub	9.30 oz.	795	\$3.00
Mega Meatball Sub	11.70 oz.	740	\$3.00
Turkey & Swiss Sub	8.40 oz.	545	\$3.00
Sunrise Selections	Portion	Calories	Price
Croissant Scrambler	4.80 oz.	370	\$1.50
Sausage & Cheese Croissant	4.60 oz.	420	\$1.50
Morning Muffin	5.50 oz.	340	\$1.75
Scrambler Muffin	5.50 oz.	320	\$1.75
Breakfast Classic	4.30 oz.	275	\$1.75
Sausage, Egg & Hashbrown Sandwich	7.30 oz.	440	\$2.00
Sandwedges			
Chicken Salad on Wheat Bread	5.00 oz.	385	\$2.00
Egg Salad on White Bread	5.50 oz.	370	\$2.00
Ham Salad on White Bread	5.50 oz.	435	\$2.00

American Classics			
Hot Dog	3.50 oz.	265	\$1.00
Grilled Cheddar Jalapeño Hot Dog	3.90 oz.	280	\$1.25
Grilled Chili Dog	4.60 oz.	270	\$1.25
Pizzaburger	5.30 oz.	405	\$1.75
Hamburger	4.70 oz.	320	\$1.75
Cheeseburger	4.80 oz.	365	\$2.00
Cheeseburger with Jalapeños	6.40 oz.	505	\$2.25
Double Pizzaburger with Pepperoni	7.90 oz.	645	\$2.25
Quarter Pound Cheeseburger	4.80 oz.	460	\$2.25
Cheeseburger with Bacon	6.80 oz.	590	\$2.50
Quarter Pound Mushroom & Swiss Burger	6.40 oz.	530	\$2.50
The Boss Cheeseburger	7.10 oz.	475	\$2.50
Tall Texan Burger	7.60 oz.	650	\$2.75
Chef's Cuisine			
	Portion	Calories	Price
Sausage Gravy & Biscuit	8.00 oz.	450	\$2.00
Antipasto Platter	5.90 oz.	550	\$2.00
Homestyle Macaroni & Cheese	9.00 oz.	390	\$2.00
White Cheddar & Monterey Jack Macaroni and Cheese	9.50 oz.	330	\$2.00
Pizza Twin	9.00 oz.	700	\$2.00
Sunrise Bowl	7.10 oz.	330	\$2.25
Spicy Chorizo Bowl	7.0 oz.	320	\$2.25
Pepperoni Pizza Twin	10.00 oz.	840	\$2.25
Potato Soup with Bacon	8.50 oz.	250	\$2.25
Swedish Meatballs & Noodles	11.50 oz.	535	\$2.25
Club Sandwich	7.10 oz.	525	\$2.50
Salisbury Steak with Whipped Potatoes	10.00 oz.	390	\$2.50
Chicken Chili with White Beans	9.00 oz.	180	\$2.75
Classic Chili with Beans	9.00 oz.	230	\$2.75
French Dip Sandwich	9.20 oz.	390	\$3.00
Rudy's Sausage Biscuit	2.75 oz.	280	\$1.00
Chef Pierre Banana Nut Muffin	4.00 oz.	390	\$1.25
Chef Pierre Cheese Streusel Muffin	4.00 oz.	360	\$1.25
Chef Pierre Cinnamon Pecan Muffin	4.00 oz.	440	\$1.25
Chef Pierre Cookie Dough Muffin	4.00 oz.	430	\$1.25
Chef Pierre Double Chocolate Muffin	4.00 oz.	380	\$1.25

Chef Pierre Wild Blueberry Muffin	4.00 oz.	370	\$1.25
Dawson's Orchards - Fuji Apple	1 each	80	\$1.25
Dawson's Orchards - Granny Smith Apple	1 each	80	\$1.25
Jimmy Dean Sausage Buttermilk Biscuit	3.00 oz.	350	\$1.25
Smucker's Uncrustables - Grape	2.80 oz.	330	\$1.25
Smucker's Uncrustables - Strawberry	2.80 oz.	330	\$1.25
Mama Rosa's Cheese Pizza	4.25 oz.	310	\$1.50
Mama Rosa's Pepperoni Pizza	4.25 oz.	320	\$1.50
Martin's Quality Eggs Pickled Beet Eggs	3.00 oz.	70	\$1.50
Bob Evans Sausage Snackwich	2.70 oz.	388	\$1.75
El Monterey Bean & Cheese Burrito	5.00 oz.	290	\$1.75
El Monterey Beef & Cheese Burrito	5.00 oz.	270	\$1.75
El Monterey Beef & Cheese Chimichanga	5.00 oz.	330	\$1.75
El Monterey Chicken & Cheese Chimichanga	5.00 oz.	290	\$1.75
El Monterey Spicy Beef & Bean Burrito	5.00 oz.	380	\$1.75
Hot Pockets Philly Steak & Cheese	4.00 oz.	310	\$1.75
Hot Pockets Ham & Cheese	4.00 oz.	280	\$1.75
Hot Pockets Pepperoni Pizza	4.00 oz.	290	\$1.75
Hot Pockets Sausage, Egg & Cheese	4.00 oz.	260	\$1.75
D'Francisco Ham, Pepperoni & Cheese Stromboli	4.50 oz.	260	\$1.75
D'Francisco Italian Stromboli	4.25 oz.	290	\$1.75
D'Francisco Pepperoni Roll	3.75 oz.	300	\$1.75
Brand Name Partners Selections			
Rudy's Sausage Biscuit	2.75 oz.	280	\$1.00
Chef Pierre Banana Nut Muffin	4.00 oz.	390	\$1.25
Chef Pierre Cheese Streusel Muffin	4.00 oz.	360	\$1.25
Chef Pierre Cinnamon Pecan Muffin	4.00 oz.	440	\$1.25
Chef Pierre Cookie Dough Muffin	4.00 oz.	430	\$1.25
Chef Pierre Double Chocolate Muffin	4.00 oz.	380	\$1.25
Chef Pierre Wild Blueberry Muffin	4.00 oz.	370	\$1.25
Burry Bagel with Cream Cheese	4.70 oz.	260	\$1.75

Maruchan Yakisoba Japanese Noodles - Chicken	4.00 oz.	520	\$1.75
White Castle Hamburgers	3.16 oz.	260	\$1.75
Jimmy Dean Sausage Egg & Cheese Croissant	4.50 oz.	410	\$2.00
Johnsonville Bratwurst	5.00 oz.	440	\$2.00
Jimmy Dean French Toast & Sausage Sandwich	3.65 oz.	360	\$2.00
Papa Presto French Bread Supreme Pizza	5.30 oz.	340	\$2.00
Tony's Supreme Pizza	6.33 oz.	410	\$2.00
White Castle Cheeseburgers	3.66 oz.	310	\$2.00
Bob Evans Breakfast Burrito Twin Pack	4.80 oz.	360	\$2.25
Chobani Flip - Almond Coco Loco	5.30 oz.	230	\$2.25
Chobani Flip - Key Lime Crumble	5.30 oz.	200	\$2.25
Sara Lee Apple Pie	4.00 oz.	300	\$2.25
Sara Lee Lemon Meringue Pie	3.50 oz.	220	\$2.25
Lunchables Ham & Cheddar	4.50 oz.	260	\$2.50
Lunchables Turkey & Cheddar	4.50 oz.	260	\$2.50
Stefano's Mini Rip N' Dip Four Cheese	8.50 oz.	620	\$3.00
Stefano's Mini Rip N' Dip Pepperoni	8.50 oz.	680	\$3.00
Pierre Giant Cheeseburger	9.65 oz.	700	\$3.25
Sabra Classic Hummus	4.56 oz.	370	\$3.25
Pierre Boneless Buffalo Wings	5.00 oz.	260	\$3.50
Pierre Buffalo Wings	5.00 oz.	260	\$3.50
Pierre Kitchen BBQ Wings	5.00 oz.	260	\$3.50
Ready Pac Chef Salad	7.75 oz.	270	\$3.75
Ready Pac Turkey and Bacon Cobb Salad	7.25 oz.	290	\$3.75
Ready Pac Spinach Dijon Salad	4.75 oz.	280	\$3.75

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.

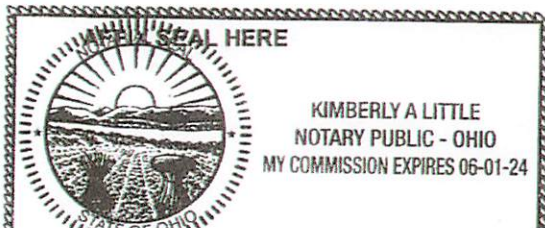
Authorized Signature: Jeremy K. [Signature] Date: 10/27/22

State of Ohio

County of Trumbull, to-wit:

Taken, subscribed, and sworn to before me this 27 day of October, 2022.

My Commission expires June 1st, 2024.



NOTARY PUBLIC Kimberly A. Little
Purchasing Affidavit (Revised 01/19/2018)

STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS

State Agency, Board, or Commission (the "State"): *Marshall University*

Vendor: *AVI Foodsystems, Inc*

Contract/Lease Number ("Contract"):

Commodity/Service:

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.
Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.
Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strike through~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General’s authorized representative expressly agree to and knowingly approve those alterations.

State: Marshall University
By: Stephanie Paul
Printed Name: Stephanie Smith
Title: Interim Director, Office of Purchasing
Date: 8.14.19

Vendor: AVI Foodsystems, Inc.
By: Jeremy Van Ness
Printed Name: Jeremy Van Ness
Title: VP for Finance & CFO
Date: 7/9/19

Vendor/Customer

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
000000176382	AVI FOODSYSTEMS IN Q51		Discontinued	Inactive	
✓ 000000176383	AVI FOODSYSTEMS INC		Active	Inactive	

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▼ **General Info**

Vendor/Customer : 000000176383
 Legal Name : AVI FOODSYSTEMS INC
 Alias/DBA :
 Vendor Active Status : Active
 Vendor Approval Status : Complete
 Customer Active Status : Inactive
 Customer Approval Status : Incomplete
 Location Name :
 First Name :
 Middle Name :
 Last Name :
 Company Name : AVI FOODSYSTEMS INC
 Previous Name :
 Previous Street :
 Previous City :
 Previous State/Province :
 Previous Country :

Restrict Use by Department :
 Miscellaneous Account :
 Internal Account :
 Third Party Only :
 Third Party Vendor :
 Third Party Customer :
 Inventory Customer :
 Healthcare Provider :
 Never Archive :
 Restrict VSS Access : No
 Discontinue - No New Business :
 Prevent MA Reference :
 PunchOut Enabled :
 Re-PunchOut Enabled :
 Electronic Order Enabled :
 W-9 Received :
 W-9 Received Date :
 W-8 Received :
 W-8 Received Date :
 Accepts Credit Cards :
 Active From : 12/17/1991
 Active To :
 Last Usage Date : 11/29/2022
 Department :
 Unit :

▼ **Headquarters**

Headquarters Account : Yes
 Headquarters Account Code : 000000176383
 Headquarters Account Legal Name : AVI FOODSYSTEMS INC
 Franchise Account :
 Web Address http:// : www.avifoodsystems.com
 Catalog DUNS : 018409615
 Catalog Extended DUNS :
 Catalog Unique Entity Identifier :
 Taxpayer ID Number : *****9177
 Taxpayer ID Number Type : EIN

▼ **Organization**

Organization Type : Company
 1099 Classification : Corporation
 1042-S Ch. 3 Recipient Code :
 1042-S Ch. 4 Status Code :
 Number of Employees :
 Merchant ID :
 Sex :
 Date of Birth :
 Marital Status :
 Annual Income :
 IRS Country of Residence :
 IRS Country Sub Code :
 Contract Withholding Exempt :
 National Provider ID :
 Assigning Authority :
 CAGE Code :
 Permanent Staffed Office in State :
 1099 Indicator : No
 1042-S Indicator :
 Taxpayer ID Number : 340939177
 Taxpayer ID Number Type : EIN
 Detailed TIN Type :
 Foreign Tax ID :
 GIIN :
 1042-S Recipient Account Number :
 W-8 Form :
 Tax Profile : NOTAX
 Tax Profile Name : No Tax
 EBIC Number :
 IAEC Number :
 Web Address http:// :
 Employee ID :
 Employee Status :
 Supplier Shared Secret :

▼ **Disbursement Options**

Category : DIRC
 Description : Direct Payments
 Default Type : Check
 Default Priority : 99
 Default Format : REG
 Default Format Description :
 Scheduled Payment Day :
 Single Payment Indicator :
 Name on Check :
 Eligible for VCA Payments :
 VCA Effective From Date :
 VCA Effective To Date :
 VCA Primary Email :
 VCA Secondary Email :
 VCA Comments :
 Hold Payment :
 Hold Payment Authorized By :
 Hold Payment Authorized On :
 Hold Reason :
 Prevent New Spending :
 Prevent New Orders : Not Active
 Third Party Code :
 Third Party Name :
 Third Party Approved By :
 Third Party Approved On :
 Third Party Reason :

Always Infer Third Party Vendor :
 Third Party Address ID :

▼ Prenote/EFT

Generate EFT Payment :

ABA Number :

Bank Name :

Account Type :

Account Number :

Routing ID Number :

Bank Phone Number :

Prenote Requested Date :

Prenote Return Reason :

Prenote Return Reason Message :

Foreign Correspondent Bank Name :

Foreign Correspondent Bank Branch Country Code :

Account Number Linkage to Provider Identifier :

Reason for Submission :

EFT Format :

EFT Format Description :

EFT Status :

Last Status Change :

EFT Status Description :

Prenote Return Reason Explanation :

W-9 Mailing Date : 09/22/1994

W-9 Response Date : 10/07/1994

▼ Remittance Advice

Remittance Advice Required :

Remittance Advice Format :

Remittance Advice Format Description :

Remittance Advice Transmission Mode :

▼ Vendor Terms

Number of Days 1 :

Discount Percent 1 :

Discount Always 1 :

Number of Days 2 :

Discount Percent 2 :

Discount Always 2 :

Number of Days 3 :

Discount Percent 3 :

Discount Always 3 :

Number of Days 4 :

Discount Percent 4 :

Discount Always 4 :

▼ Accounts Receivable

Default Receipt Type :

Default Billing Profile :

Cost Accounting Funding Type :

Credit/Debit Card Type :

Credit/Debit Card Number :

Name on Card :

Credit/Debit Card Expiration Month :

Credit/Debit Card Expiration Year :

Bill Headquarters :

Bankruptcy :

Central Statement BPRO :

Central Statement Billing Location :

Central Statement Address ID :

Suppress Central Statement :

Suppress Central Past Due Statement :

▼ eMALL

DUNS : 018409615

Extended DUNS :

Unique Entity Identifier :

Internet Catalog :

VSS Registered :

Preferred Ordering Method : Electronic

Pcard Acceptance Level : No PCARD

Create Certification Document :

Vendor Preference Level : 99

▼ Location Information

*Verify My Locations by : Create My Own

Vendor Verification Based On : Migrated vendor accounts ha

Vendor Verification Password :

Send Activation Code :

Activation Email Address :

Activation Code :

Confirm Activation Code :

Requestor Name :

Requestor Phone Number :

Confirm Verifications :

► Fee and Vendor Compliance Holds

Fee Exempt :

Registration Application Date : 03/23/2022

Registration Effective Date : 03/23/2022

Registration Expiration Date : 03/23/2023

Pre-Registration Code :

Tax Clearance :

Unemployment Insurance :

Worker's Compensation :

Secretary of State Registration :

Federal Debarred :

► Executive Compensation

▼ Additional Information

Miscellaneous Field 1 :

Miscellaneous Field 2 :

Miscellaneous Field 3 :

Miscellaneous Field 4 :

Miscellaneous Field 5 :

Miscellaneous Field 6 :

Miscellaneous Flag 1 :

Miscellaneous Flag 2 :

Miscellaneous Flag 3 :

Miscellaneous Field 7 :

▼ Travel

Traveler :

Travel Policy : 

Allow Traveler Advances :

PCard ID : 

▼ Change Management

Created By : conversion Last Modified By : oliverte2

Conversion User Terra N Oliver

Created On : 06/03/2014 Last Modified On : 03/24/2022

Last Approved By : oliverte2 Comments : put 'Not Active' in blank pro field

Terra N Oliver

Last Approved On : 03/24/2022

Date Registered : 06/03/2014

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant - Cleveland 6000 Freedom Sq Dr, Ste 400 Independence OH 44131	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): 216-447-1050	FAX (A/C, No): 216-447-4088
E-MAIL ADDRESS: Cleveland-office@hylant.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Co		22667
INSURER B: _____		
INSURER C: _____		
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		

INSURED
 AVI FOODSYSTEMS INC.
 2590 Elm Road NE
 Warren OH 44483

AVIFO-1

COVERAGES **CERTIFICATE NUMBER:** 576611896 **REVISION NUMBER:** _____

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER: _____		HDOG47351078	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ISAH10759171	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WLRC50729138	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Marshall University is named additional insured where required by written contract.

CERTIFICATE HOLDER Marshall University One John Marshall Drive Huntington WV 25755	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Nicholas Z Hylant</i>