



<b>Purchase Change Request</b>			 Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100			<b>Order #</b> MU20VENDSN								
FY 26	Buyer LL	Date 06/13/2024	Account VARIES	P.O. Date 07/01/2019	Contract MU20VENDSN									
<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> <div style="display: flex; justify-content: space-between;"> <div> <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           </div> <div> <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           </div> </div>										
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 # 8</b>  <b>VENDING SERVICES</b>  To update contract MU20VENDSN all in accordance with the terms, conditions, and specifications contained in the original contract and all authorized change orders by issuing an emergency extension and increasing contract pricing.  Effective Dates: July 1, 2025 - July 30, 2025. Renewals Remaining: 0 (Emergency Extension)  Vendor contact: Jeremy VanNess jvanness@avifoodsystems.com 330.372.0488 or 330.885.7702												
Reason for Change: 1. To issue an emergency extension to allow time to rebid and award a new contract for vending services.					<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">Previous Total</td> <td style="width:40%;">\$ Open-end</td> </tr> <tr> <td>Increase</td> <td>\$ -</td> </tr> <tr> <td>Decrease</td> <td>\$ -</td> </tr> <tr> <td>New Total</td> <td>\$ Open-end</td> </tr> </table>		Previous Total	\$ Open-end	Increase	\$ -	Decrease	\$ -	New Total	\$ Open-end
Previous Total	\$ Open-end													
Increase	\$ -													
Decrease	\$ -													
New Total	\$ Open-end													

Approved:   
 \_\_\_\_\_  
 Authorized Signature

June 13, 2025  
 \_\_\_\_\_  
 Date

N/A  
 \_\_\_\_\_  
 Attorney General **if** required

\_\_\_\_\_  
 Date



## MEMORANDUM

**TO:** Leeann Lemon, Contract Specialist  
Office of Purchasing

**FROM:** Michelle Wheeler, CPO, Director  
Office of Purchasing

**DATE:** June 13, 2025

**SUBJECT:** Approval of 30-day Emergency Extension  
MU20VENDSN

As the Chief Procurement, emergency approval to extend this contract for 30 days is granted per the Office of Purchasing Handbook. You have my approval to proceed with processing the change order due to the following circumstances:

- 1) It took longer than anticipated for the release of solicitation MU26VENDING due to the following:
  - a. Conflicting organizational priorities impacting the availability of key solicitation team members to attend solicitations meetings to development and finalize the specifications.
  - b. The organizational priority and implementation of Marshall Marketplace, the new e-procurement system.

As the Chief Procurement, emergency approval for the purchase is granted and approved per the Office of Purchasing Handbook.

**AVI FOODSYSTEMS**  
**Pricing - Vending**  
**2023**

<b><u>Item</u></b>	<b><u>FY24 Price</u></b>
Candy	\$1.55
Candy (Large)	\$2.05
Crackers	\$1.05
Mints	\$1.05
Pastry	\$1.80
Snacks (Large)	\$2.55



Office of Purchasing

Emergency Extension

June 11, 2025

**VIA ELECTRONIC MAIL ONLY: [jvanness@avifoodsystems.com](mailto:jvanness@avifoodsystems.com)**

Mr. Jeremy VanNess  
 AVI Food Systems, Inc.  
 2590 Elm Road NE  
 Warren, Ohio 44483

**Re: 30-day Emergency Extension for MU20VENDSN**

Dear Jeremy,

The above referenced contract expires on June 30, 2025. There is a provision for an extension upon written mutual agreement of the parties. *Marshall University is requesting a 30-day extension pending the outcome of the solicitation (MU26VENDING) for a new vending service contract.*

Please annotate at the bottom of this letter, with your signature and date, if you agree to an emergency extension/renewal of the contract **MU20VENDSN**, effective July 1, 2025, through July 31, 2025, under the same terms and conditions as the original contract including all approved change orders.

Please return the executed letter and purchasing affidavit via email as soon as possible. If you have any questions, please feel free to contact me at [lemonl@marshall.edu](mailto:lemonl@marshall.edu).

Very truly yours,

Leeann Lemon  
 Contract Specialist

I agree to the current **AVI Food Systems, Inc./MU20VENDSN**, for an additional 30-day period under the same terms and conditions as the original contract. 30 - day JV 6/11/25

☒ Yes ☐ No

☐ Yes, subject to the following changes indicated below or in the attached letter.

Signature

6/11/25  
 Date



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 Leer* Date: 6/11/25

State of Ohio

County of Trumbull, to-wit:

Taken, subscribed, and sworn to before me this 11 day of June, 2025.

My Commission expires N/A, 2025.



Daniel J. Babyak  
NOTARY PUBLIC  
STATE OF OHIO

NOTARY PUBLIC

*D.J. Babyak*

*Purchasing Affidavit (Revised 01/19/2018)*

My Commission has No Expiration Date









## Vendor/Customer

[Menu](#)

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

From 1 to 1 of 1    First Prev Next Last    [Attachments](#)Save   [Undo](#)   Delete   Insert   [Copy](#)   Paste   [Search](#)   

## ▼ General Info

Vendor/Customer :	000000176383	Restrict Use by Department :	<input type="checkbox"/>
Legal Name :	AVI FOODSYSTEMS INC	Miscellaneous Account :	<input type="checkbox"/>
Alias/DBA :		Internal Account :	<input type="checkbox"/>
Vendor Active Status :	Active ▼	Third Party Only :	<input type="checkbox"/>
Vendor Approval Status :	Complete	Third Party Vendor :	<input type="checkbox"/>
Customer Active Status :	Inactive ▼	Third Party Customer :	<input type="checkbox"/>
Customer Approval Status :	Incomplete	Inventory Customer :	<input type="checkbox"/>
Location Name :		Healthcare Provider :	<input type="checkbox"/>
First Name :		Never Archive :	<input type="checkbox"/>
Middle Name :		Restrict VSS Access :	No ▼
Last Name :		Discontinue - No New Business :	<input type="checkbox"/>
Company Name :	AVI FOODSYSTEMS INC	Prevent MA Reference :	<input type="checkbox"/>
Previous Name :		PunchOut Enabled :	<input type="checkbox"/>
Previous Street :		Re-PunchOut Enabled :	<input type="checkbox"/>
Previous City :		Electronic Order Enabled :	<input type="checkbox"/>
Previous State/Province :		W-9 Received :	<input type="checkbox"/>
Previous Country :		W-9 Received Date :	<input type="text"/> 
		W-8 Received :	<input type="checkbox"/>
		W-8 Received Date :	<input type="text"/> 
		Accepts Credit Cards :	<input type="checkbox"/>
		Active From :	12/17/1991 
		Active To :	<input type="text"/> 
		Last Usage Date :	05/02/2025
		Department :	
		Unit :	

## ▶ Headquarters

## ▶ Organization

## ▶ Disbursement Options

## ▶ Prenote/EFT

## ▶ Remittance Advice

## ▶ Vendor Terms

## ▶ Accounts Receivable

## ▶ eMALL

## ▶ Location Information

## ▶ Fee and Vendor Compliance Holds

Fee Exempt :	<input type="checkbox"/>	Tax Clearance :	<input type="checkbox"/>
Registration Application Date :	03/23/2022 	Unemployment Insurance :	<input type="checkbox"/>
Registration Effective Date :	03/23/2022	Worker's Compensation :	<input type="checkbox"/>
Registration Expiration Date :	03/23/2023	Secretary of State Registration :	<input type="checkbox"/>
Pre-Registration Code :		Federal Debarred :	<input type="checkbox"/>

## ▶ Executive Compensation

## ▶ Additional Information

## ▶ Travel

## ▶ Change Management

[Top](#)CREATE DOCUMENT>   [Create New Record](#)   [Modify Existing Record](#)UPDATE>   [Headquarters](#)   [Add 1099 Information Entry](#)   [Add 1042-S Reporting Information Entry](#)   [Vendor Business Types By Commodity](#)SEARCH BY>   [Master Contacts](#)   [Master Addresses](#)   [Vendor Commodity](#)   [Vendor Addresses](#)   [Vendor Business Types](#)   [Vendor Service Areas](#)   [VCM Query](#)[Historical Vendor Information](#)   [Vendor Notes](#)[Vendor Transaction History](#)