

Glenville State College

Request for Proposals

GSC21-001 Food Services

SECTION 1

INTRODUCTION

GLENVILLE STATE COLLEGE
200 HIGH ST., GLENVILLE, WV 26351
REQUEST FOR PROPOSALS (RFP)
PROJECT NAME AND NUMBER: #GSC21-001 FOOD SERVICES
APRIL 27, 2021

1. INTRODUCTION

1.1. ABOUT GLENVILLE STATE COLLEGE

Glenville State College was founded in 1872 to provide instruction and practice for common school teachers in the science of education. Glenville State College has surpassed its original mission, and currently prepares students for careers in teaching, business, land resources, music, the liberal arts, the sciences, criminal justice, and human services. With an enrollment of approximately 1,500 students, the college boasts an average class size of 15. The College's enrollment is made up of students from 24 states and 3 countries, and proudly includes many first generation and minority students.

1.2. PURPOSE AND INTENT OF REQUEST FOR PROPOSALS (RFP)

Glenville State College (GSC) is requesting proposals from qualified firms who have demonstrated, successful experience in providing contracted food services for retail food service, coffee shops, catering and concession operations for higher education institutions. Any changes to the RFP will be made via addendum.

1.3. INQUIRIES

Please contact Joyce Riddle, Director of Purchasing, if you have any questions or concerns about this RFP by email at joyce.riddle@glenville.edu or by phone at 1-304-462-6184. Please do not contact any other GSC employee during the RFP timeline. Proposers may be disqualified for non-compliance.

1.4. PROJECT TIMELINE

RFP TIMELINE	
SUBJECT TO CHANGE	
04/20/2021	1st Advertisement.
04/27/2021	2nd Advertisement.
04/29/2021	Mandatory Meeting & Site Visit.
04/30/2021 - 05/05/2021	Question & Answer Period Ends.
05/07/2021	Addenda Due.
05/21/2021	Proposals Due by 3:00 p.m. EST & Opened immediately after 3:00 p.m.
05/24/2021 – 05/26/2021	1st Evaluation. Interviews & Discussions. 2nd Evaluation.
05/27/2021 – 06/11/2021	Negotiation Period.
06/14/2021 – 06/30/2021	Final Contract subject to negotiations but no later than.

SECTION 2

ELIGIBILITY

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2. ELIGIBILITY

Proposers must be eligible to submit a proposal and/or receive a contract.

2.1. FEDERAL DEBARMENT

Entities who have been debarred by the federal government are not eligible to offer on or receive contracts to supply goods or services to the state and its subdivisions for a specified period of time. The proposer's DUNS or CAGE will be required for verification purposes as applicable.

2.2. STATE OF WEST VIRGINIA

The successful proposer must be in compliance with the State of West Virginia agencies listed below and submit proof of compliance before the award of a contract.

- 2.2.1. West Virginia Secretary of State (Business Formation or Business Registration)
- 2.2.2. West Virginia Tax Division (Business Registration)
- 2.2.3. West Virginia Purchasing Division (Vendor Registration/Fee & No Debt Affidavit)
- 2.2.4. Work Force WV (Unemployment)
- 2.2.5. West Virginia Office of the Insurance Commission (Workers' Compensation)
- 2.2.6. West Virginia Department of Administration Finance Division (Vendor File)

2.3. RESIDENT VENDOR PREFERENCE

Resident preference is not applicable for services, including construction services.

SECTION 3

MANDATORY MEETING

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3. MANDATORY MEETING, MANDATORY SITE VISIT & PARKING

All proposers must attend the mandatory meeting, the mandatory site visit, and obey all GSC parking policies and procedures.

3.1. MANDATORY MEETING & MANDATORY SITE VISIT

3.1.1. An in-person mandatory meeting will be held on/at the date, time, and location listed below. Those who attend the mandatory meeting must sign the “sign-in-sheet”.

DATE: 04/29/2021

TIME: 10:00 A.M. – 11:00 A.M.

LOCATION: MOLLOHAN CAMPUS COMMUNITY CENTER 3RD FLOOR ROOM 319
BUILDING #8 ON THE CAMPUS MAP

3.1.2. Each proposer is limited to three (3) representatives.

3.1.3. Proposers who arrive late will not be permitted to attend the mandatory meeting, the mandatory site visit, sign the sign-in sheet or submit a proposal.

3.1.4. The mandatory site visit will be conducted immediately after the mandatory meeting.

3.1.5. Addenda or supplemental information subsequent to the mandatory meeting will only be sent to those who attended the mandatory meeting, the mandatory site visit, and signed the “sign-in-sheet”.

3.1.6. Proposals will only be accepted from those who attended the mandatory meeting, the mandatory site visit, and signed the “sign-in-sheet”.

3.1.7. Proposals received by proposers who did not attend the mandatory meeting, the mandatory site visit and/or sign the sign-in sheet, will be returned to the proposer unopened.

3.2. PARKING

Parking in a reserved space is not permitted. Towing is enforced. Parking in an unreserved space is permitted with a valid parking permit. GSC is not responsible for any costs incurred for parking violations. A parking permit will be included in the Request for Proposals package for this mandatory meeting and site visit. Otherwise, visitors must contact the GSC Security Office at 1-304-462-6450 to obtain a parking permit.

SECTION 4

TECHNICAL SPECIFICATIONS

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4. TECHNICAL SPECIFICATIONS

4.1. SCOPE OF SERVICES

Glenville State College is seeking a foodservice partner who will provide a variety of services that meets the on-going needs of the students, faculty, staff, guests and other patrons of Glenville State College for the main campus cafeteria, the “Rusty Musket”, and other services. The successful proposer must provide all of the financial resources, management, personnel, equipment, furniture, fixtures, goods, supplies, and other resources to operate a full-service food services program that supports the academic mission of GSC.

4.2. EXPECTATIONS

The foodservice partner must have the ability to operate an innovative foodservice program that meets or exceeds the expectations listed below.

- 4.2.1. Competitive Prices (with other institutions & retail pricing).
- 4.2.2. Affordable Prices for the College and its patrons, especially the GSC College students.
- 4.2.3. Flexibility (in all aspects of all services).
- 4.2.4. Ability to work in conjunction with the College in an amicable, professional manner to develop a successful foodservice program.
- 4.2.5. Meets Current & Future Needs & Trends.
- 4.2.6. Serves a Variety of Quality Food.
- 4.2.7. Supplies Restricted Diet or Special Diet Menu Items.
- 4.2.8. Promotes Healthy Dietary Habits.
- 4.2.9. Provides Excellent Service.
- 4.2.10. Maintains a Safe, Clean, Sanitary, Aesthetic Environment.
- 4.2.11. Maintains Optimal Hours of Operation.
- 4.2.12. Uses Local Producers & Suppliers (when possible).
- 4.2.13. Creates and Conducts a Successful Marketing Plan.

4.3. OUTCOME

The desired outcome of the foodservice program for the students, faculty, staff, guests and other patrons of Glenville State College is listed below.

- 4.3.1. Excellent Experience for all students, faculty, staff, guests and other patrons.
- 4.3.2. Improve Student Retention.
- 4.3.3. Enhance and Encourage On-Campus living.
- 4.3.4. Increase Board Sales.
- 4.3.5. Expand Retail Dining Options.
- 4.3.6. Increase Retail Dining Sales
- 4.3.7. Implement a coffee shop in the campus bookstore.

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4.4. FACILITIES

4.4.1. GSC RESPONSIBILITIES

GSC currently provides and will continue to provide the facilities and services listed below in the existing space unless otherwise agreed upon in writing by GSC and the successful proposer. GSC does not guarantee uninterrupted services and is not responsible for any loss due to the interruption of service.

4.4.1.1. The existing facility space located in the Mollohan Campus Community Center. GSC will have full access to the facilities at any time with or without notice.

4.4.1.2. Heating, air conditioning, gas, electric, water, trash removal, and pest control.

4.4.1.3. Telephone and internet equipment, connections and services and except for the fax machine, fax machine line, credit card machines, the line(s) for card machines, dsl lines or service and the computer connection to the main office computer.

4.4.1.4. GSC will not provide designated parking for employees, patrons or delivery vendors. A loading dock is available. Anyone utilizing GSC parking must comply with GSC's parking policies and procedures and are subject to fines and towing. Towing is enforced.

4.4.2. SUCCESSFUL PROPOSER'S RESPONSIBILITIES

The responsibilities of the successful proposer are listed below.

4.4.2.1. The successful proposer is responsible for cleaning and properly operating the facilities and any furniture, fixtures, equipment, or other related apparatus in an on-going manner so as to ensure that such is in immaculate condition at all times.

4.4.2.2. The successful proposer is responsible for keeping the facilities secure including, but not limited to, gates to secure the facilities areas and security cameras.

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4.5. HEALTH AND SANITATION

The successful proposer must be in compliance with all governing authorities such as, but not limited to, federal, state, and local laws, regulations, policies, procedures and professional standards. The West Virginia Department of Health regulations, policies, procedures and standards must be adhered to at all times. The Health Department permit must be displayed in the facilities at all times. A copy of all Health Department inspection reports must be provided to GSC immediately following their receipt by the successful proposer.

4.6. PERSONNEL

The successful proposer is responsible for providing sufficient, adequate, qualified, well-trained personnel so as to provide excellent food services at all times. GSC reserves the right to approve site management personnel and to require replacement of site management personnel. The successful proposer is responsible for monitoring all personnel to ensure they are utilizing safe, sanitary food handling practices. The successful proposer must be an equal opportunity employer.

4.7. TRAINING

The successful proposer must provide initial and on-going training either collectively or individually for all personnel of the successful proposer. Training should include food preparation, food handling, how to properly utilize equipment (small and large), hospitality services, dining etiquette, sanitation, proper cleaning methods, personal hygiene, appropriate work attire and appearance, ethics, safety and customer service.

4.8. TECHNOLOGY

The successful proposer must have the ability to facilitate GSC's desire to implement a "one-card" system in the future.

4.9. RECORDS

The successful proposer must keep full, accurate records and account pertaining the services provided to GSC for a minimum period of two (2) years. GSC reserves the right to audit such records with or without notice.

4.10. REPORTING

Certain financial reports for the GSC food service operations including, but not limited to, balance sheets, income statements, profit/loss statements, and detailed commission reports must be submitted to the GSC Chief Financial Officer no later than the 15th of the following month. Other reports may be requested.

SECTION 5

FINANCIAL & COST SPECIFICATIONS

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5. FINANCIAL & COST SPECIFICATIONS

The desired financial offers are listed below. However, other types of offers may be made in addition to those listed below.

5.1. CAPITAL & FINANCIAL INCENTIVE INVESTMENT

The capital and financial incentive investment funds will be used for renovations to the space and foodservice equipment, furniture, other apparatus, or for other uses by GSC at its sole discretion. The use of the capital investment funds will be determined by the successful proposer and GSC. GSC will have final approval as to how and when any of the funds are allocated and spent. A substantial amount of the total capital and financial incentive investment funds is due on the effective date of the contract.

The minimum capital and financial incentive is \$3,500,000.00.

5.2. SPECIAL FUNDS

Each year of operations that a contract or agreement is in full force and effect, the successful proposer shall provide the funds listed below at a minimum. These funds must be available by the first date of the contract period unless otherwise stated below or otherwise agreed upon in writing.

5.2.1. PRESIDENT'S FUND: \$15,000.00 for catering services and meal passes to be used at the discretion of the GSC President or designee.

5.2.2. MEAL PLAN SCHOLARSHIP FUND: \$60,000.00 for scholarships to be awarded at GSC's discretion.

5.2.3. REPAIR & MAINTENANCE FUND: \$20,000.00 for repair and maintenance of equipment costs associated with the Campus Food Service Program.

5.2.4. FOUNDATION FUND: \$5,000.00 for catering services or other donations for the GSC Foundation for catering.

5.3. COMMISSIONS

The successful proposer will pay GSC an established monthly guaranteed commission, a monthly percentage-based commission and/or a combination thereof on the catering services and the Flex Dollar Program. Such payments must be received no later than the 15th of the following month after the services are performed or flex dollars have been used.

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5.4. BOARD PLANS

The successful proposer must provide detailed price information for all services. Prices for board plans must include a sliding scale based on 330 resident students to 609 resident students. Prices must remain the same during the first year of the contract unless otherwise agreed upon in writing. Thereafter, the successful proposer must present justification for price changes. Price changes will be negotiated and mutually agreed upon in writing. Price change requests for all service must be made by the end of February of each year for the upcoming year except for catering prices. Price change requests for catering must be made by the end of January and the end of February of each year. Reimbursement for meal plans will be based on the number of persons listed as of a specified day of the week mutually agreed upon by both parties.

5.5. KEY PERFORMANCE INDICATOR (KPI)

Certain Key Performance Indicator metrics are expected to be defined and adhered to. At a minimum, these KPI's shall be structured as a mechanism to monitor and control overall quality, as well as cost competitiveness.

SECTION 6

PROPOSALS

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6. PROPOSALS

All proposals received by the due date and time will become the property of GSC and will not be returned to the proposer.

6.1. REPRESENTATION OF UNDERSTANDING

The proposer, by submitting a proposal, represents that the proposer has read and understands the request for proposal documents, terms and conditions and the proposal is made in accordance therewith and is based on the goods and/or services specified in the Request for Proposal documents.

6.2. AUTHORIZED SIGNATURE

All proposals must be signed by an individual(s) who has full authority from the proposer to enter into a binding contract on behalf of the proposer.

6.3. COST OF PROPOSALS

Any and all costs of any proposal are the responsibility of the proposer. Glenville State College is not responsible for any cost of any proposal submitted to Glenville State College from any proposer.

6.4. MULTIPLE PROPOSALS

Multiple proposals or options within a proposal may be submitted if desired.

6.5. RIGHT TO REJECT PROPOSALS

GSC reserves the right to reject any and all proposals, in whole or part; to reject a proposal not accompanied by the required proposal documents; or reject a proposal which is in any way incomplete or irregular.

6.6. RIGHT TO ACCEPT PROPOSALS

It is the intent of GSC to award a contract to the lowest responsible and responsive proposer provided the offer does not exceed the funds available. However, price is not the primary consideration, therefore the contract may be awarded to the most responsible and responsive proposer who has proposed a higher price. GSC shall have the right to waive informalities or irregularities in a proposal received and to accept the proposal, which in the GSC's judgment, is in GSC's own best interests. All proposals are governed by the West Virginia Code and the Procedural Rules of the Commission.

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6.7. COPIES OF PROPOSALS

One (1) electronic copy stored on a thumb drive, one (1) original paper copy and five (5) paper copies of each proposal is required.

6.8. TRADE SECRETS OR OTHER PROPRIETARY DATA

Proposers may designate those portions of their Proposals that contain trade secrets or other proprietary data to be confidential. The GSC Chief Procurement Officer will determine which portions may be designated as trade secrets or other proprietary data and notify the proposer of the decision in writing.

6.9. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Prior to the proposal due date and time, a proposal that has been submitted may be modified or withdrawn by notice to the party receiving proposals at the place designated for receipt of proposals. Such notice shall be in writing over the signature of the Proposer and shall be received prior to the designated time and date for receipt of offers. A modification shall be worded so as not to reveal the amount of the original offer. A withdrawal may be made by facsimile or electronic transmission. A modification may also be made by facsimile or electronic transmission if the final offer result is not revealed prior to the offer opening.

6.10. LATE PROPOSALS

Proposals received after the proposal due date and time will be returned to the proposer unopened. The Proposer shall assume full responsibility for the timely delivery of their proposal.

6.11. ORAL, TELEPHONIC, FACSIMILE OR OTHER TELEGRAPHIC PROPOSALS

Oral, telephonic, facsimile or telegraphic offers are invalid and will not receive consideration.

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6.12. PROPOSAL REQUIREMENTS

Proposals must be prepared in two (2) parts. The first part is the response to the Technical Specifications and must be labeled "PART A". The second part is the response to the Financial & Cost Proposal and must be labeled "Part B".

6.13. TECHNICAL PROPOSAL "PART A" must contain the following information at a minimum. The proposer may submit other information.

6.13.1. A cover letter that includes the project name and number, the official name of the business, the location of the place of business and the number of years in business.

6.13.2. A description of the proposed services.

6.13.3. The plan for performing the services including the sample menus, meal schedules or product line.

6.13.4. The implementation plan.

6.13.5. The management plan including an organizational chart and resumes for personnel who will provide the management services.

6.13.6. A list of current West Virginia higher education accounts that includes the contact information (name of person, phone number, cell phone number, and email address). Other higher education accounts may be included.

6.13.7. The record of past performance.

6.13.8. A list of lost West Virginia accounts which includes a statement for the reason for loss.

6.13.9. Annual financial report.

6.13.10. A blank sample contract.

6.14. FINANCIAL & COST PROPOSAL "PART B" must contain the following information at a minimum:

6.14.1. A cover letter that includes the project name and number, the official name of the business and the location of the place of business.

6.14.2. The financial offers.

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6.15. SUBMISSION OF PROPOSALS

Each proposal and other documents required to be submitted with the proposal must be enclosed in a sealed opaque envelope. The envelope must be addressed as listed below and delivered to the address listed below on or before the proposal due date and time. Proposals received after the proposal due date and time will be returned to the proposer unopened. The Proposer shall assume full responsibility for the timely delivery of their proposal. Oral, telephonic, facsimile or telegraphic offers are invalid and will not receive consideration.

"Part A" must be enclosed in a separate, sealed, opaque envelope or package.
The outside of the envelope or package must be labeled as follows:

Name of Company
RFP #GSC21-001 Food Services
Sealed Proposal #1: "Part A – Technical Specifications"

"Part B" must be enclosed in a separate, sealed, opaque envelope or package.
The outside of the envelope or package must be labeled as follows:

Name of Company
RFP #GSC21-001 Food Services
Sealed Proposal #1: "Part B – Financial & Cost Proposal"

"Part A" and "Part B" must then be enclosed in a sealed, opaque envelope or package.
The outside of the envelope or package must be labelled as follows:

Glenville State College
200 High Street
Glenville, WV 26351
Attention: Chief Procurement Officer Bert Jedamski

Name & Address of Company
RFP #GSC21-001 Food Services
Sealed Proposal #1: Part A & Part B
Proposal Due Date: 05/21/2021 by 3:00 pm

Note: If more than one proposal is submitted, change the "Sealed Proposal" number accordingly.

SECTION 7

PROPOSALS EVALUATIONS, DISCUSSIONS & INTERVIEWS

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7. PROPOSAL EVALUATIONS, DISCUSSIONS AND INTERVIEWS

7.1. EVALUATION COMMITTEE

A committee of three (3) to five (5) persons shall be established by GSC to evaluate and score the proposals. The proposer is prohibited from contacting any evaluation committee member prior to the award of the contract.

7.2. EVALUATION CRITERIA

The purpose of the evaluation criteria is to enable GSC to gain an understanding of the proposer's offer and is used to score proposals.

7.3. EVALUATION CRITERIA FOR THE TECHNICAL PROPOSAL (50 POINTS)

Each criteria factor is worth up to ten (10) points.

- 7.3.1. The proposed services.
- 7.3.2. The plan for performing the services.
- 7.3.3. The implementation plan.
- 7.3.4. The management services plan.
- 7.3.5. Experience.

7.4. EVALUATION CRITERIA FOR THE FINANCIAL & COST PROPOSAL (40 POINTS)

Each criteria factor is worth up to ten (10) points.

- 7.4.1. Capital & Financial Incentive Investment.
- 7.4.2. Special Funds.
- 7.4.3. Commissions.
- 7.4.4. Board Plan.
- 7.4.5. Retail Pricing & Flex plans.

7.5. DISCUSSIONS OR INTERVIEWS

A proposal may be accepted or rejected and/or a contract may be negotiated without discussions or interviews with the proposer. However, discussions or interviews may be held to promote a greater understanding of the proposer's proposal.

SECTION 8

CONTRACT PROCEDURES

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8. CONTRACT PROCEDURES

8.1. CONTRACT NEGOTIATION

Negotiations will begin with the proposer who received the highest score as a result of the evaluation process. If negotiations fail with the proposer who received the highest score fails, negotiations will begin with the proposer who received the next highest score. This procedure will be continued until negotiations with all proposers fail or a contract is successfully negotiated.

8.2. INTENT TO AWARD A CONTRACT

If a negotiation is successful, GSC will notify the successful proposer of its intent to award a contract. Upon receipt of an "Intent to Award Letter", the proposer must submit all required documentation to GSC.

8.3. WEST VIRGINIA ATTORNEY GENERAL'S OFFICE APPROVAL

All contract documents are subject to the approval of the West Virginia Attorney General's Office. GSC will submit the contract documents to the West Virginia Attorney General's Office for approval. GSC and the successful proposer will address any remarks made by the West Virginia Attorney General's Office. All contract documents must be fully executed and approved by the West Virginia Attorney General's Office before the commencement of the services.

8.4. AWARD OF CONTRACT

GSC will notify the successful proposer when the contract is officially awarded.

SECTION 9

CONTRACT TERMS AND CONDITIONS

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9. **CONTRACT TERMS AND CONDITIONS**

- 9.1. **NON-EXCLUSIVE RIGHTS:** It is the intent of GSC to award a non-exclusive rights contract for food services to the successful proposer.
- 9.2. **RESERVATIONS:** GSC reserves the rights for the sale of goods or services by student groups or by organizations of GSC.
- 9.3. **NON-COMPETE CLAUSE:** GSC currently holds exclusive rights contracts with other vendors for pouring rights, vending services, sundry items, and isotonic beverages and apparel. The successful proposer is required to use these contracts and may not compete against them or any future exclusive rights contracts entered into by GSC.
- 9.4. **INITIAL CONTRACT TERM OF SERVICE:** The initial contract term of service will be for a period of ten (10) years. The proposed dates of service for the initial contract period are listed below.
- 07/01/2021 – 06/30/2031 or 01/01/2022 – 12/31/2032
- 9.5. **CONTRACT RENEWAL OPTION:** There will be five (5) one-year options to renew the contract after the initial contract period. The option to renew is at the sole discretion of GSC.
- 9.6. **GSC STANDARD TERMS & CONDITIONS:** The GSC Standard Terms and Conditions will apply to the contract.
- 9.7. **“WV 96 Form”:** The terms and conditions of the State of West Virginia Addendum to Vendor’s Standard Contractual Forms (WV 96 Form) will apply to the contract. This form cannot be modified unless approved by the West Virginia Attorney General’s Office.
- 9.8. **LIABILITY INSURANCE:** The successful proposer shall maintain liability insurance in force at all times during the term of the contract. The insurance carrier must be licensed to do business in the State of West Virginia, acceptable to GSC, and is a required component of the contract. GSC must be named as an additional insured.
- 9.9. **NON-FUNDING CLAUSE**

All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event that the funds are not appropriated or otherwise available for these services or goods, the Purchase Order/Contract becomes void and of no effect after June 30.

SECTION 10

CONTRACT DOCUMENTS AND OTHER REQUIRED DOCUMENTATION

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10. CONTRACT DOCUMENTS

10.1. DOCUMENT NAMING CONVENTION

10.1.1. The name of the company on file with the various state agencies must be the name of the company on file with the Internal Revenue Service and match on all documentation exactly.

10.1.2. The name of the company and the order and payment address of the company on all documentation must match the name of the company and the order and payment address of the company on file in the State of West Virginia vendor file.

10.2. CONTRACT DOCUMENT LIST

The required contract documents are listed below. Other contract documents may be required and will be determined on a case-by case basis.

10.2.1. A GSC Purchase Order. GSC will prepare the Purchase Order.

10.2.2. GSC Terms and Conditions.

10.2.3. A negotiated, written Contract or Agreement signed by both parties.

10.2.4. A State of West Virginia Addendum to Vendor's Standard Contractual Forms (WV 96 Form). This form cannot be modified unless approved by the West Virginia Attorney General's Office.

10.2.5. A State of West Virginia Purchasing Division Purchasing Affidavit. This form must be notarized.

10.2.6. A Certificate of Liability Insurance with Glenville State College named as an additional insured. The insurance certificate presented must be an Acord form.

10.2.7. A GSC Change Order must be processed by GSC for all changes to the contract including renewal option requests. Supporting documentation must be submitted to GSC that describes the reason for a request to a change to the contract.

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10.3. OTHER REQUIRED DOCUMENTATION

The other required documentation issued to the successful proposer's company is required as proof of compliance with various State of West Virginia agencies before a contract can be awarded. The documentation must be current and valid.

10.3.1. West Virginia Secretary of State: A copy of the West Virginia Secretary of State Certificate.

10.3.2. West Virginia Tax Division: A copy of the West Virginia Tax Division "Business Registration (Business License) and a copy of the "Letter or Statement of Good Standing".

10.3.3. WorkForce WV (unemployment): A copy of the WorkForce WV "Letter or Statement of Good Standing".

10.3.4. West Virginia Office of the Insurance Commission (workers' compensation): A copy of the "Letter or Statement of Good Standing".

10.3.5. State of West Virginia Drug Free Workplace Conformance Affidavit.

10.3.6. State of West Virginia Certified Drug Free Workplace Report Coversheet.

10.3.7. West Virginia Ethics Commission Disclosure of Interested Parties to Contract.

SECTION 11

EXHIBITS

**GLENVILLE STATE COLLEGE
200 HIGH ST., GLENVILLE, WV 26351
REQUEST FOR PROPOSALS (RFP)
PROJECT NAME AND NUMBER: #GSC21-001 FOOD SERVICES
APRIL 27, 2021**

11. EXHIBITS

- 11.1. Exhibit "A": Current Operations**
- 11.2. Exhibit "B": Mollohan Campus Community Center Existing Floor Plan.**
- 11.3. Exhibit "C": Equipment List.**
- 11.4. Exhibit "D": Addenda Acknowledgement**
- 11.5. Exhibit "E": Directions to Glenville State College.**
- 11.6. Exhibit "F": Campus Map**
- 11.6. Exhibit "G": Parking Permit**
- 11.7. Exhibit "H": GSC Standard Terms and Conditions.**
- 11.8. Exhibit "I": A State of West Virginia Addendum to Vendor's Standard Contractual Forms (WV 96 Form).**
- 11.9. Exhibit "J": Purchasing Affidavit (No Debt Affidavit).**
- 11.10. Exhibit "K": Certificate of Liability Insurance.**
- 11.11. Exhibit "L": State of West Virginia Drug Free Workplace Conformance Affidavit.**
- 11.12. Exhibit "M": State of West Virginia Certified Drug Free Workplace Report Coversheet.**
- 11.13. Exhibit "N": West Virginia Ethics Commission Disclosure of Interested Parties to Contract.**

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EXHIBIT "A": CURRENT OPERATIONS

1. CURRENT OPERATIONS

Cafeteria-style has traditionally been the core of the College's dining service experience. The cafeteria serves as the dining hall for all students, staff, faculty and other patrons. It is located on the main campus in the Mollohan Campus Community Center on the second floor. It is an "all you care to eat" facility.

2. CURRENT CAFETERIA OPERATIONS

The cafeteria stations, meal pricing and hours of operation are listed below. A four (4) week cycle menu must be submitted to the GSC President or designee one month prior to the beginning of each semester. Please note that due to the restrictions of Covid, desserts are pre-packaged and soup is served from the main line. The descriptions below are pre-Covid operations.

CAFETERIA STATIONS	
Main Serving Station	A choice of at least two entrees, two vegetables and a starch
The Grille	Quick-serve restaurant menu items such as burgers, BBQ, and fries
Salad Bar	Self-serve with greens, vegetables, fruit, and dressings
Soup & Action Station	Self-serve
Dessert Station	Self-serve baked treats
Beverage Station	Self-serve fountain sodas, teas, waters, juices, milk and hot beverages

CAFETERIA MEAL PRICING		
TYPE OF MEAL	GUESTS	FLEX
BREAKFAST	\$6.73	\$5.51
LUNCH	\$8.66	\$7.51
SOUP, SALAD, LIGHT LUNCH	\$5.51	\$5.08
DINNER	\$10.09	\$8.61
BRUNCH	\$8.99	\$7.57
SENIOR CITIZENS OVER AGE 65	\$1.00 DISCOUNT	
CHILDREN UNDER AGE 12	½ PRICE	

CAFETERIA HOURS OF OPERATION			
	Monday - Friday		Saturday & Sunday
Breakfast	7:00 am – 10:30 am		11:00 am – 2:00 pm
Lunch	11:00 am – 2:00 pm		4:30 pm – 8:00 pm
Dinner	4:30 pm – 8:00 pm		

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PREMIUM NIGHT		
GUESTS	STUDENT FLEX	FACULTY FLEX
\$15.14	\$11.64	\$14.12

SUMMER CAMP RATES		
MEAL	CLIENT SPONSORED CAMPS	MENS FOOTBALL CAMP
DAY RATE	\$17.15	\$19.84
BREAKFAST	\$4.28	\$4.96
LUNCH	\$6.00	\$6.95
DINNER	\$6.86	\$7.94

THIRD PARTY SPONSORED CAMPS	
NUMBER OF INDIVIDUALS	RATE
0 – 50	\$23.05
51 – 100	\$22.44
101 – 150	\$22.51
151 – 200	\$21.91
201 – 250	\$21.11
251 – 300	\$20.11
301 AND OVER	\$18.40

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3. BOARD PLANS & MEAL EXCHANGE PLANS

Board plans are offered to resident students and are cafeteria style unless otherwise mutually agreed upon. The first meal covered by the board plan in each regular semester will be lunch on the day the residence halls open. The last meal covered by the board plan for each semester will be dinner on the final day of the semester. GSC provides a current listing of the persons authorized to be on each meal plan. The foodservice contractor keeps a master list of all persons authorized to be on each meal plan. Meals are not provided if the residence halls are closed during breaks and are not included in the board plan. Meals are included in the board plan if the residence halls are open during breaks but are limited to brunch and dinner. Other services may be offered during breaks. The menu selection and hours of operation for such services depend upon the type of business and the volume of business. Residents who miss meals in the Molloyhan Restaurant on the days and times listed below may exchange these meals at the Rusty Musket. The type of exchange meal is pre-determined by the foodservice contractor. Cold lunch boxes will be furnished to boarding students for both on and off campus when requested. The food service provider will also assist the College in addressing any situations where a meal plan student is in required quarantine or isolation on campus by providing those student's meals boxed or packaged and ready for delivery to the student at no extra cost.

TYPE OF BOARD PLANS	
Platinum	Any 21 meals per week plus "100 Musket Bucks"
Gold	Any 14 meals per week plus "250 Musket Bucks"
Silver	Any 10 meals per week plus "350 Musket Bucks"

CURRENT BOARD PLAN ENROLLMENT		
21 MEAL PLAN	14 MEAL PLAN	10 MEAL PLAN
13	318	99

MEAL EXCHANGE SCHEDULE
Meal exchanges may be made during all open hours of the cafeteria

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4. CURRENT RETAIL OPERATIONS

The “Rusty Musket” is currently the only retail operation. It is located on the main campus in the Mollohan Campus Community Center on the second floor. The food served in the “Rusty Musket” is “fast-food/take out” restaurant style and/or a “grab-and-go” style and includes, but is not limited to, hamburgers, hot dogs, pepperoni rolls, steak subs, chicken sandwiches, pizza, cold sandwiches, salads, vegetables, fruits, yogurts, puddings and various chips, candies and beverages. Convenience Store Items include, but are not limited to, items such as over-the-counter medicine, medical supplies, hygiene products and grocery items.

RETAIL OPERATIONS – “RUSTY MUSKET” HOURS OF OPERATION
7:30 am – 10:00 pm Monday – Friday
2:00 pm – 10:00 pm Saturday & Sunday

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5. **OTHER CURRENT OPERATIONS**

- 5.1. **Catering.** There are on-campus and off-campus catered events. The food is typically prepared in the main kitchen of the cafeteria and delivered and served either on campus or within the community. Menus range from small coffee breaks to large banquet meals up to 600 guests. While classes are in session, there are approximately 16-20 catered events weekly. Events are less frequent during the times when classes are not being held. Catering works closely with student groups on campus to provide value priced services.
- 5.2. **Concessions.** The contract food service provider does not currently provide concessions for any home athletic events, any concerts or any other special events.
- 5.3. **Conference & Events.** Day Camps and Over-Night Camps are hosted when College classes are not in session. Custom menus with non-standard pricing may be negotiated directly with the third part hosting the event or conference.
- 5.4. **Staff Contractual Meal Plans.** Certain College staff members are provided partial meal plans as part of their duties. Currently, there are approximately 20 staff members who receive contractual meal plans.
- 5.5. **Athletic Team Support.** The College currently offers several dining support services to our athletic teams including:
- 5.5.1. Early season meals before the first day of classes. Teams typically check in one to two weeks before the first day of the semester. The cafeteria serves these “early arrival” athletes. Dining Services may offer this limited meal service when teams are competing at times where college classes are not being held.
- 5.5.2. Post-game meals (boxed meals) are provided to athletic officials.
- 5.5.3. Athletic teams are provided boxed meals for road trips at no cost to the Athletics Department.
- 5.5.4. Teams are provided a “pre-game meal” typically 6 hours prior to game time for home events. These meals are coordinated with coaches. The menus are typically within the normal scope of residential meals provided to the greater student body. As this meal will often serve as the student athletes’ meal for a given meal period, these meals are not charged to athletics. Team member student athletes and coaches who are not on a meal plan are entitled to pre-game meals. Athletics is not charged for these meals.

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6. SPECIAL OCCASION MEALS

Meals that recognize or honor special occasions such as but not limited to regional customs or events, international or ethnic history or events, GSC history or events and holidays should be incorporated into the menus throughout the academic year along with the appropriate type of music, costumes, decorations and such for the occasion. The successful proposer must work with the appropriate GSC faculty, staff and students to plan and execute such meals and encourage maximum student participation.

7. MONOTONY BREAKERS AND EXAM TREATS

To break the monotony, various, creative food must be served at special events such as but not limited to banana splits on banana split night, ice cream sundaes on ice cream sundae night and melon on melon night at least one (1) time a month. Treats must be provided for students during exam week which is usually one (1) week per semester.

8. SUMMER SEMESTER

The successful proposer will provide food and beverages for any GSC event upon request. Currently, the menu selection, the hours of operation and the meal prices vary depending on the type of business and the volume of business. However, GSC desires regular menu selection, regular normal hours of operation and fixed meal prices during the summer semesters so as to offer full dining services year-round

9. EXISTING FOODSERVICE RELATIONSHIPS

Pepsi is Glenville State College's current "exclusive" beverage partner. Pepsi has exclusive pouring rights for fountain and bottled beverages at all campus locations as well as specified vending. This includes all campus dining locations, concessions, catering, and vending.

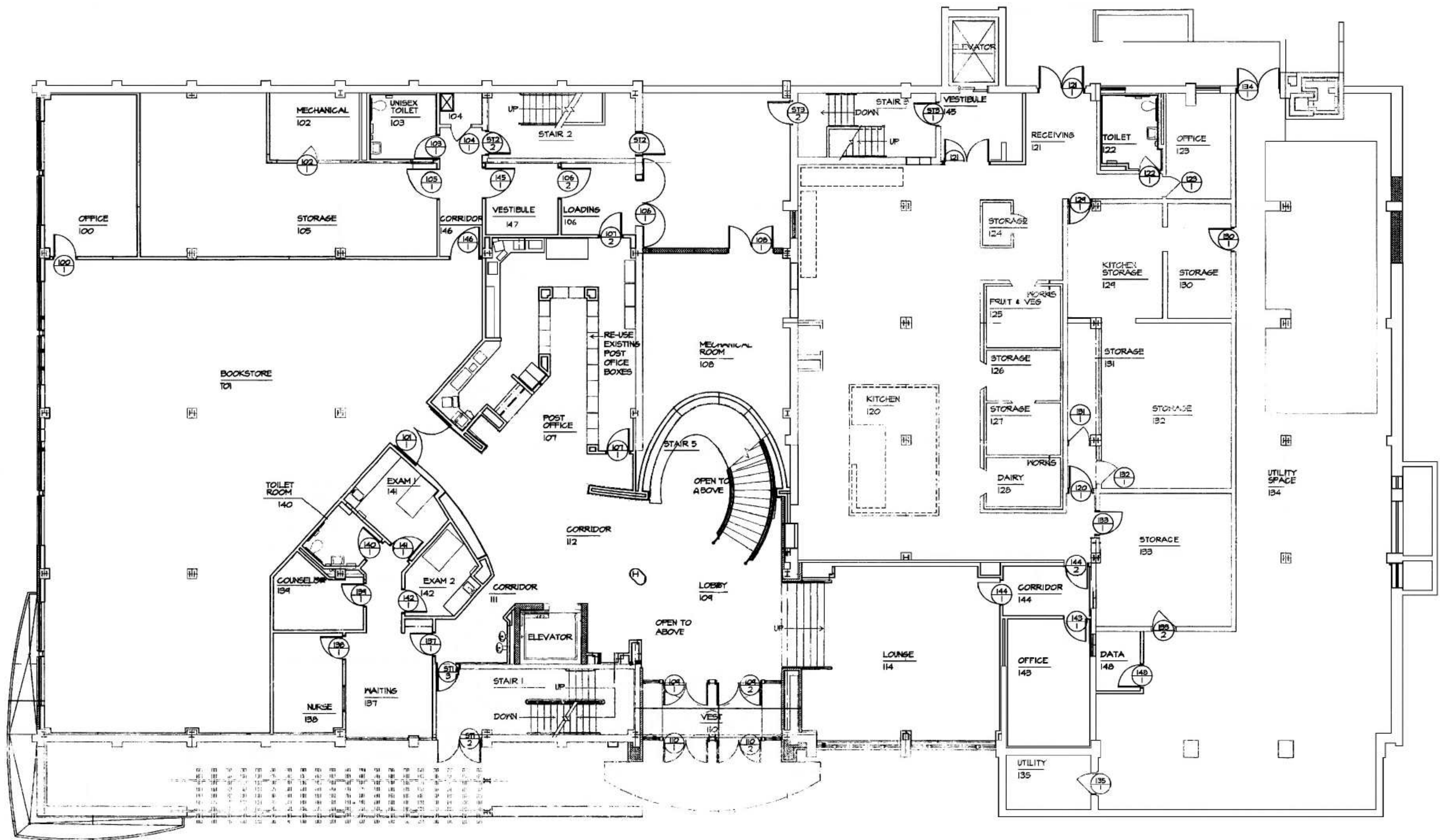
10. FLEX PLANS AND OTHER OPTIONS

Each non-resident and commuting student currently receives fifty (50) flex dollars which can be spent at the Mollohan Campus Community Center cafeteria or the Rusty Musket. Anyone including faculty, students, staff and the general public can purchase flex dollars. Flex dollars are unlimited. Flex dollars expire at the end of the academic year. Patrons may also opt to "pay as you go". Methods of payment are: cash, check, credit card or debit card.

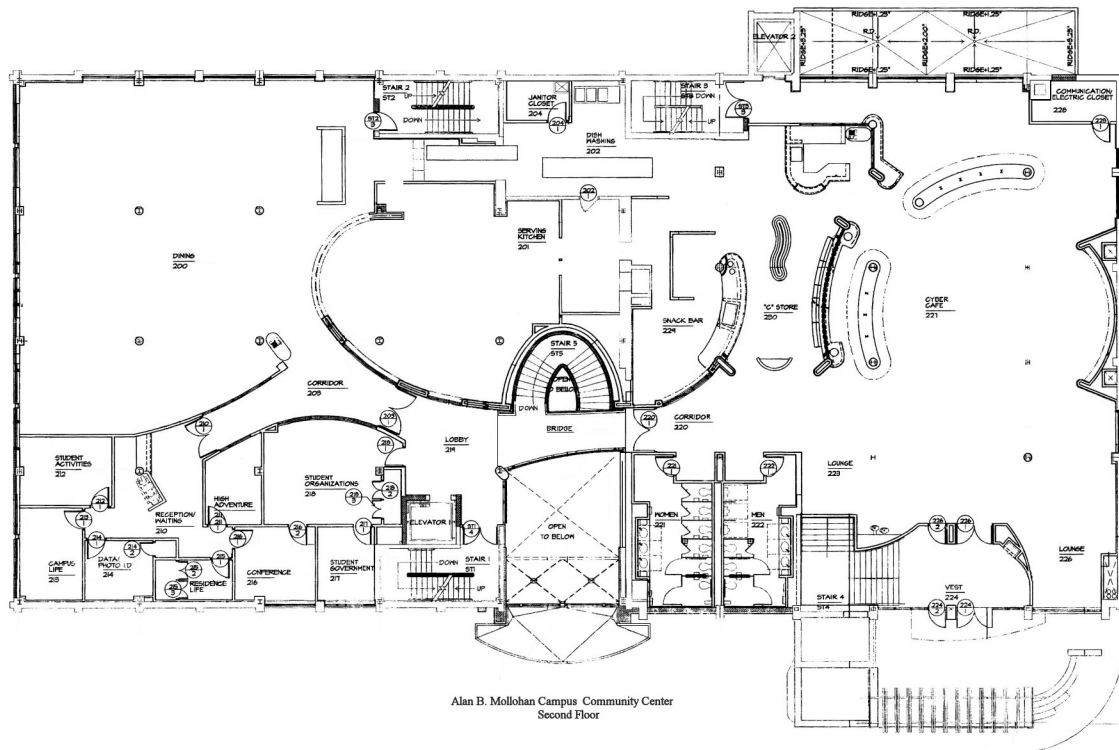
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11. DMAPS

The College currently contracts with WV DMAPS (Department of Military Affairs and Public Safety), and with the WV Division of Corrections and Rehabilitation, to provide space for its educational and training objectives at a site located a short distance from the main campus. Food service is expected to be provided from time to time to certain of those personnel or students, either within the existing on campus food service facility, or at the separate off-campus facility. Those food services shall be provided under a separate fee structure, and a separate contract with the College.



Alan B. Molloyhan Campus Community Center
First Floor



Alan B. Mollohan Campus Community Center
Second Floor



EQUIPMENT		
MOLLOHAN CAMPUS COMMUNITY CENTER (CAFETERIA)		
Tables	38	
Chairs	228	
Dishwasher	1	Hobart
Sink with Garbage Disposal	1	Salvajor
Prep Tables	2	True
Coolers (stand alone)	2	True
Freezer/Cooler Combo	1	True
Deep Fryer (two sided)	1	Frymaster
Flat Charbroiler Grill	1	Delfied
Serving Stations	6	
Hot Box	1	Metro
Warmers	4	Hatco
Cereal Station	1	
Ice Cream Maker	1	Kappus
Waffle Maker	1	Carbon's Golden Malted
Milk Station	1	United Dairy
Beverage Station	1	Pepsi
Coffee Station	1	Douwe Egberts
Juice Machine	1	Vitality
Hot Chocolate Machine	1	Swiss Miss
RUSTY MUSKET (RETAIL OPERATION)		
Freezer/Cooler Combo (six clear fronts)	1	Penn
Cooler (stand alone)	1	True
Pizza Oven	1	Lincoln Impinger
Pizza Prep Station (underneath cooler)	1	
Prep Stations	2	
Warmers	2	Hatco
Flat Charbroiler Grill (underneath cooler)	1	Delfied
Coolers (under counter) (one is two door)	3	Metro Flavorhold
Deep Fryers	1	Frymaster
Ice Cream Cooler	1	
Grab-n-Go Cooler	1	
Coffee Maker	1	Nuvous Simonelli
Coffee Maker	1	Fetco
Microwave	1	
Ice Maker	1	Manitowac
Cookie Ovens	2	Otis Spunkmeyer
Beverage Station	1	Pepsi

KITCHEN		
Char Grill	1	Vulcan
Tilt Skillet	1	Vulcan
Flat Top Grill	1	Vulcan
Range (six burner, two conventional ovens & hotplate)	6	Vulcan
Ovens (double-stack, convections)	2	Vulcan
Steamer (double-stack)	1	Cleveland
Fryers	2	Vulcan
Stand Mixer	1	Read Machinery
Meat Tenderizer	1	Hobart
Mixer	1	Kitchen Aid
Hot Box	1	Metro
Hot Box (Queen Marry)	1	Cater Hoffman
Slicer	1	Hobart
Hand Dicer & Slicer	1	
Dinnerware, China, Flatware, Cutlery, Glasses, Cups, Cookware, etc...		

RFP GSC21-001 FOOD SERVICE

Addenda Acknowledgment

The undersigned hereby acknowledge receipt of the following Addenda and has taken the information contained therein into full consideration in the formulation of the Proposal.

Addenda Number 1 _____

Addenda Number 2 _____

Addenda Number 3 _____

Addenda Number 4 _____

Addenda Number 5 _____

Addenda Number 6 _____

Addenda Number 7 _____

Addenda Number 8 _____

Addenda Number 9 _____

Failure to acknowledge receipt of each Addendum may be cause for rejection of the Proposal.

Signature: _____

Date: _____

DIRECTIONS TO GLENVILLE STATE COLLEGE

(MAIN CAMPUS)

Road construction is in progress and may cause significant delays !!

Directions from points North (Pittsburgh, Morgantown, Fairmont, Clarksburg) and South (Charleston)

- Take I-79 to the Burnsville Exit (Exit 79) off ramp.
- If you are coming from the north, turn right at the end of the ramp and you will be going toward Glenville on Route 5.
- If you are coming from the south, turn left at the end of the ramp and you will be going toward Glenville on Route 5.
- Go about 15 miles until you come to a "T" at Highway 33/119. You will pass a McDonald's on the right and a Walgreen's will be on your right at this intersection.
- Turn left on Highway 33/119.
- Go to the traffic light (about 1 mile). You will pass through a construction zone with its own traffic signal or flag-person prior to arriving at the traffic light.
- Turn left onto East Main Street.
- Turn left onto Court Street.

Directions from Parkersburg

- Take State Route 47 south to Burnt House (about 38 miles).
- Turn right (south), go through Tanner to the "T" at State Route 5 (about 9 miles). Turn left on Route 5 and proceed into the town of Glenville (about 5 miles). There will be a traffic light.
- Go straight through the traffic light. You will be on East Main Street.
- Turn left onto Court Street.

Directions from Ripley (I-77)

- Take Route 33 East going toward Spencer and Glenville.
- Go through Spencer and continue on Route 33 East going toward Glenville.
- You will go through Arnoldsburg, Stumptown, and Normantown. Continuing east on Highway 33/119, you will arrive at Glenville.
- Turn right onto East Main Street at the traffic light. There will be a Go Mart on the right.
- Turn left onto Court Street.

Please make sure that you have your parking permit with you upon arrival.

CAMPUS MAP

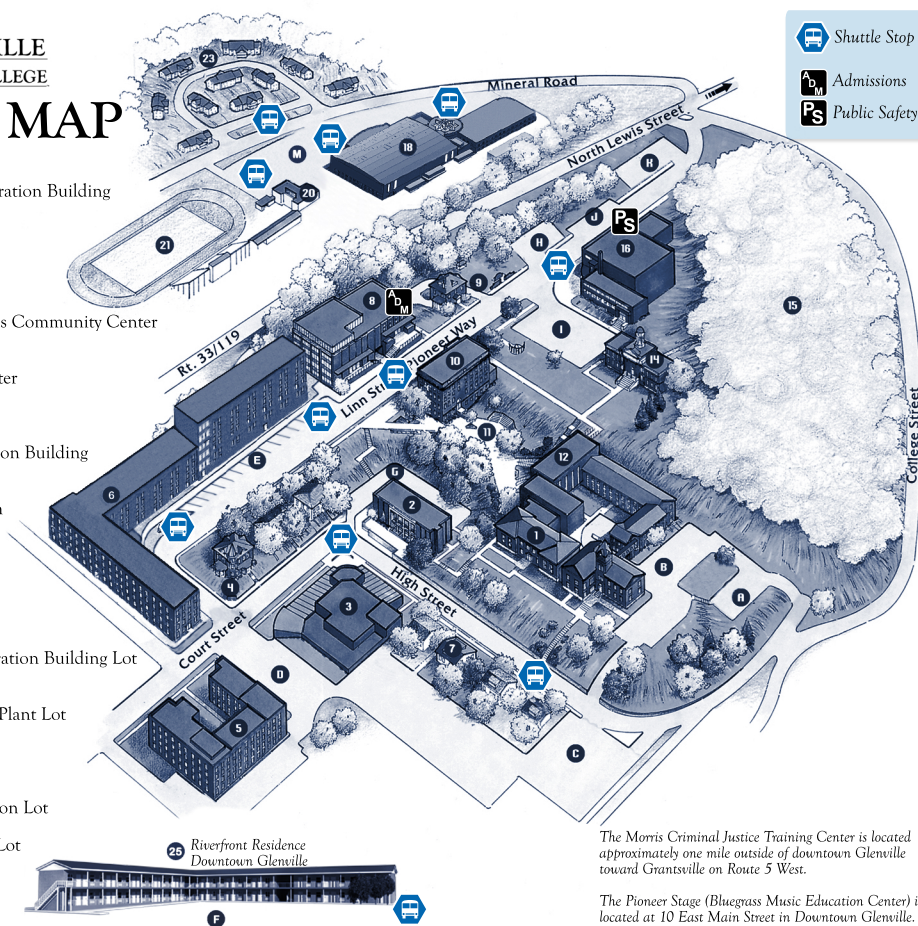
BUILDING KEY

1. Harry B. Heflin Administration Building
2. Robert F. Kidd Library
3. Fine Arts Center
4. Alumni Center
5. Pickens Hall
6. Goodwin Hall
7. Criminal Justice House
8. Alan B. Mollohan Campus Community Center
9. President's Home
10. Science Hall
11. Luanna Smith Amphitheater
12. Louis Bennett Hall
14. Clark Hall
15. Nature Trail
16. Health & Physical Education Building
18. Waco Center
20. Field House
21. I.L. & Sue Morris Stadium
23. Pioneer Village
25. Riverfront Residence

PARKING LOT KEY

- A. Firestone Lot
- B. Harry B. Heflin Administration Building Lot
- C. High Street Lot
- D. Pickens Hall Lot
- E. Goodwin Hall & Physical Plant Lot
- F. Riverfront Residence Lot
- G. Library Lot
- H. Special Events Lot
- I. Clark Hall Lot
- J. Health & Physical Education Lot
- K. North Entrance Lot
- M. Waco Center & Stadium Lot

-  Shuttle Stop
-  Admissions
-  Public Safety



The Morris Criminal Justice Training Center is located approximately one mile outside of downtown Glenville toward Grantsville on Route 5 West.

The Pioneer Stage (Bluegrass Music Education Center) is located at 10 East Main Street in Downtown Glenville.

TEMPORARY PARKING PERMIT

Glenville State College

TP4720

VALID

04/29/2021 07:00 AM

- through -

04/29/2021 07:00 PM



Issued: 04/19/2021

^^ FOLD HERE ^^

To use your temporary parking permit print it and fold it on the line above. The permit should then be placed on the dash of your vehicle so that the top portion is visible from the outside. Failure to follow these rules or other standard parking lot rules may result in revocation of this permit and possible violations and fees.

TERMS AND CONDITIONS

1. **ACCEPTANCE:** Vendor shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Vendor are objected to and are hereby rejected, unless otherwise provided for in writing by the Institution and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the WV Higher Education Policy Commission, Council for Community and Technical Education or Governing Board, whichever has jurisdiction pursuant to W. Va. Code, shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Vendor without the Institution's consent.
4. **INSTITUTION:** For the purposes of these Terms and Conditions, the "Institution" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Vendor.
5. **CANCELLATION:** The Institution may cancel any Purchase Order/Contract upon 30 days written notice to the Vendor.
6. **COMPLIANCE:** Vendor shall comply with all federal, state and local laws, regulations and ordinances, if applicable.
7. **DELIVERY:** For exceptions to the delivery date as specified in the Order, the Vendor shall give prior notification and obtain the approval of the Institution. Time is of the essence of this Order and it is subject to termination by the Institution for failure to deliver on time.
8. **DISPUTES:** Disputes arising out of the agreement shall be submitted to the West Virginia Claims Commission.
9. **HOLD HARMLESS:** The Institution will not agree to hold the Vendor or any other party harmless because such agreement is not consistent with state law.
10. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Institution.
11. **NON-FUNDING:** All services performed or goods delivered under this Purchase Order/Contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
12. **ORDER NUMBERS:** Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and correspondence.
13. **PAYMENTS:** Payments may only be made after the delivery of goods or services.
14. **RENEWAL:** The Contract may be renewed only upon mutual written agreement of the parties.
15. **REJECTION:** All goods or materials purchased herein are subject to approval of the Institution. Rejection of goods or materials due to nonconformity with the terms, conditions or specifications of this Order, whether held by the Institution or returned to the Vendor, will be at the Vendor's risk and expense.
16. **VENDOR:** For the purposes of these Terms and Conditions, the "Vendor" means the vendor whose quotation, bid, proposal or expression of interest has been accepted and has received a lawfully issued Purchase Order from the Institution.
17. **SHIPPING, PACKING, BILLING & PRICING:** Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Institution.
18. **TAXES:** The State of West Virginia (the Institution) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
19. **TERMINATION:** In the event of a breach by the Vendor of any of the provisions of this contract, the Institution reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Vendor. The Vendor shall be liable for damages suffered by the Institution resulting from the Vendor's breach of contract.
20. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Institution; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.

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

State Agency, Board, or Commission (the "State"):

Vendor:

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: _____

Vendor: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

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: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20____.

My Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____



CERTIFICATE OF LIABILITY INSURANCE

SAMPLE

DATE (MM/DD/YYYY)

Insert Date

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 have ADDITIONAL INSURED provisions or 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 Insert the Name & Address of the insurance broker.	CONTACT NAME: Insert	FAX (A/C, No): Insert	
	PHONE (A/C, No, Ext): Insert	E-MAIL ADDRESS: Insert	
INSURED Insert the Name & Address of the person or entity. Must be the legal name.	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Insert		Insert
	INSURER B: Insert		Insert
	INSURER C: Insert		Insert
	INSURER D: Insert		Insert
	INSURER E: Insert		Insert
INSURER F: Insert		Insert	

COVERAGES

CERTIFICATE NUMBER:

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 INSD	SUBR 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 <input checked="" type="checkbox"/> Wrongful Act <input checked="" type="checkbox"/> Professional GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			INSERT	INSERT	INSERT	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000.00 MED EXP (Any one person) \$ 0.00 PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ NONE PRODUCTS - COMP/OP AGG \$ NONE	
	A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			INSERT	INSERT	INSERT	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	A	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			INSERT	INSERT	INSERT	EACH OCCURRENCE \$ AGGREGATE \$
	A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	INSERT STOP GAP	INSERT	INSERT	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$1,000,000.00 E.L. DISEASE - POLICY LIMIT \$1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

INSERT RELEVANT INFORMATION AND THE FOLLOWING STATEMENT:

GLENVILLE STATE COLLEGE 200 HIGH STREET, GLENVILLE, WV 26351 IS NAMED AS AN ADDITIONAL INSURED.

CERTIFICATE HOLDER

CANCELLATION

GLENVILLE STATE COLLEGE
200 HIGH STREET
GLENVILLE, WV 26351

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



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

I, _____, after being first duly sworn, depose and state as follows:

1. I am an employee of _____; and,
(Company Name)
2. I do hereby attest that _____
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

The above statements are sworn to under the penalty of perjury.

Printed Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

Taken, subscribed and sworn to before me this _____ day of _____, _____.

By Commission expires _____

(Seal)

(Notary Public)

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with **West Virginia Code** § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:

Contract Number: _____

Contract Purpose: _____

Agency Requesting Work: _____

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- ☐ Information indicating the education and training service to the requirements of **West Virginia Code** § 21-1D-5 was provided;
- ☐ Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- ☐ Average number of employees in connection with the construction on the public improvement;
- ☐ Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor Contact Information:

Vendor Name: _____

Vendor Telephone: _____

Vendor Address: _____

Vendor Fax: _____

Vendor E-Mail: _____

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: _____ **Address:** _____

Authorized Agent: _____ **Address:** _____

Contract Number: _____ **Contract Description:** _____

Governmental agency awarding contract: _____

☐ **Check here if this is a Supplemental Disclosure**

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

☐ Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

☐ Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

☐ Check here if none, otherwise list entity/individual names below.

Signature: _____ **Date Signed:** _____

Notary Verification

State of _____, County of _____:

I, _____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this _____ day of _____, _____.

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____