

Glenville State College

Request for Proposals

GSC21-001 Food Services

Addendum #1

**GLENVILLE STATE COLLEGE
200 HIGH ST., GLENVILLE, WV 26351
REQUEST FOR PROPOSALS (RFP)
PROJECT NAME AND NUMBER: #GSC21-001 FOOD SERVICES
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MAY 10, 2021**

GLENVILLE STATE COLLEGE BOND REQUIREMENTS

The following bond requirements are added:

1. Bid Bond. 5% of total proposal.
2. Labor and Material Payment Bond. 100% of total contract amount.
3. Performance Bond. 100% of total contract amount.

GLENVILLE STATE COLLEGE EXHIBITS LIST MODIFICATION

1. The alphabetical number was added to the exhibits originally disclosed in the Request for Proposals.

GLENVILLE STATE COLLEGE EXHIBITS ADDED

2. The following exhibits were added:

Exhibit "O": Louis Bennett Hall Floor Plan for the Bookstore area.

Exhibit "P": Glenville State College Administrative Policy 3 Drugs and Alcohol Policy.

Exhibit "Q": Aramark Rates.

Exhibit "R": Bid Bond Form with Bid Bond Preparation Instructions.

Exhibit "S": Labor and Material Payment Bond with Acknowledgments and Preparation Instructions.

Exhibit "T": Performance Bond with Acknowledgments and Preparation Instructions.

Exhibit "U": Fresh Food Act.

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ARAMARK REQUESTS FOR INFORMATION OR QUESTIONS

1. Can you confirm whether or not concessions is part of this contract? If so, can you verify the sports that will be involved?

Response: Glenville State College will entertain ideas and aspects within a proposal related to offering or facilitating concession sales. The sports that could be made applicable include Men's and Women's Basketball and Football. Softball or Baseball would be specifically excluded. Any offerings or proposals relevant to concessions must be presented as an option for consideration only, and not as a condition for any of the other aspects specifically requested in the RFP.

2. One more process question- are "electronic signatures" (aka DocuSign) allowed in our "original" proposal? We're trying to be cognizant of the pandemic and having documents signed in person.

Response: Electronic signatures are acceptable within the proposal. There are certain rules regarding digital signatures that may become applicable to a subsequent contract, but will not impact the validity of the actual proposal.

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SODEXO REQUESTS FOR INFORMATION OR QUESTIONS

1. What were GSC enrollment numbers (full time, part time, resident, commuter) for 2018 & 2019?

Response: Glenville State College has extensive enrollment and other information available in its annual Fact Books, which are available through our web-site. The 2019/2020 Fact Book can be accessed at https://www.glenville.edu/sites/default/files/2020-07/FactBook_2019.pdf

2. How many commuters attended classes more than 9 hours per week in 2018, 2019, 2020?

Response: Refer to Response to question 1 above.

3. How many students lived in campus housing in 2018 & 2019? Goodwin Hall? Pioneer Village? Riverfront Residence?

Response: Refer to Response to question 1 above.

4. How many board days are offered per year by semester?

Response: 16 weeks per semester (Spring & Fall). GSC also conducts two 4 week terms in the Summer and has not historically offered dining or board plan services specifically for those terms. We would like to receive options for consideration for food service and/or board plans to be made available to the students during those times.

5. Which students are required to purchase a meal plan (mandatory)?

Response: All Residence Hall students are required to purchase a full meal plan unless specifically approved for exemption due to documented medical reasons. All off-campus students (Commuters), taking 9 hours or more, are required to purchase a \$50 "flex" meal plan, which they can use in any of the food service facilities.

6. What is the minimum plan buy-in for mandatory students?

Response: For Academic Years 2020/2021 and 2021/2022, all mandatory Board Plan students are charged by the College \$2,300 per semester as a flat Board charge. The Food Service provider offers the students certain meal plan options to select for the semester that best meets their individual needs. The College is currently billed weekly by the Food Service provider based upon that week's dorm housing student count and the corresponding sliding scale head count rate.

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7. Is a student living in Pioneer village or in Riverfront Residence required to purchase one of the 21, 14 or 10 meal plans?

Response: All students, regardless of residence hall, have the same requirements for purchasing a meal plan.

8. Are full and/or part-time commuter students required to make a meal plan purchase? If so, what is the minimum buy in?

Response: All off-campus students (Commuters), taking 9 hours or more, are required to purchase a \$50 "flex" meal plan, which they can use in any of the food service facilities. GSC will consider other ideas or options for commuter students; however, no change to the \$50 per semester charged to those students can take effect until the 2022/2023 Academic Year.

9. How many students purchased voluntary meal plans in 2019 and 2020? Which meal plans did they purchase?

Response: This information is not readily available to provide, but we believe it to be a fairly low number.

10. What are the faculty/staff meal plans, how many are currently purchased, and can faculty/staff use payroll deduction to purchase?

Response: This information is not readily available to provide, but we believe it to be a fairly low number. Relevant to this and the student topic referenced in question 9 above, we believe this to be a substantial opportunity for future value and improvement in the services made available to those two demographics. Through creative optionality, and cost-competitiveness, there could be increases in overall food service utilization.

11. Are summer meal plans offered? If so, please describe the offer (meals, flex, price)?

Response: Currently, negotiated meal plans are offered during the summer for certain Summer camps. These occur on a case by case basis, with varying attendance. It is not uncommon to have a Summer camp with 100+ attendees. What has not been offered in the past are structured meal plans or similar options, for students attending the Summer terms. GSC conducts two 4 week Summer academic terms. We would like to be presented options to offer to the students, or to other potential patrons, either specifically during those terms, or at other times as well, in order to consider in our overall selection decision process.

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12. Please provide 2018, 2019 & 2020 dining financials for Mollohan's Restaurant and the Rusty Musket?

Response: This information is not available to be provided.

13. Please provide revenue by revenue stream, cash, credit, flex, exchange and other per location. Mollohan restaurant, Rusty Musket, catering, specifically.

Response: This information is not available to be provided.

14. Please provide a breakout of transactions per dining location- one full week in Oct, one full week in Feb, and one full week in July.

Response: This information is not available to be provided.

15. Are there specific off-campus community groups that visit campus currently? Please share the number of participants in the group and how they use the campus dining program.

Response: GSC hosts various off-campus groups from time to time. Those would include things such as: summer camps; local school system groups for banquets or other events; and other guests or constituents for meetings or other events. Those events often coincide with providing certain food service or catering ranging from basic refreshments and snacks to full sit down catered meals. GSC would like to increase the attractiveness to off-campus groups or individuals to avail themselves of the food service options, whether they be individual guests dining in one of the food service venues or more formal catering options. Price competitiveness, quality, and advertising awareness are all expected to drive this increase in community utilization.

16. Summer conference business 2019? Potential 2021 summer conference business?

Response: See relevant aspects in the Response to question 15 above. GSC looks forward to conducting more camps and other events on campus starting in the Summer of 2021, subject to the continued return to more post-COVID "normalcy".

17. What is your current OneCard system and what version of software are you using?

Response: GSC does not currently have a Onecard system. We would like to achieve this some time in the future, but that is not a critical expectation with this RFP.

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18. Who owns the current cash register system, and will it transfer to the new provider?

Response: The Food Service Provider owns the current cash register system. Transferability would be subject to negotiation.

19. Who owns the current dining equipment and smallwares, and will they transfer to the new provider?

Response: GSC owns the majority of smallwares and other fixed asset equipment. There are other smallwares owned by Aramark. The transferability of any such items would be subject to negotiations. There are certain fixed assets that have not been fully amortized or depreciated and thus owned partially by both parties. Transfer of those assets would also be subject to negotiations.

20. Is campus catering exclusive for your current vendor on campus?

Response: It is GSC's intent to provide priority rights for catering to our Food Service partner. However, we must maintain some flexibility to secure necessary services at a competitive price or at times that may not be convenient for the Food Service partner.

21. Employee payroll – is there a union? Are there existing rules related to employee seniority and the like?

Response: All employees engaged in delivering the food services are to be employees of the Food Services provider. All Food Service employees are required to abide by College Policies while on campus premises. The College reserves the right to recommend or determine acceptability of certain employees of the Provider. There are also certain non-compete expectations relevant to the Provider's and the College's employees. Otherwise, there are no other specific expectations placed upon the Provider for its management of its employees.

22. How many students work on campus? How many students work with campus dining?

Response: There are approximately 115 students employed on campus at some point in time during the year. Their working hours and employment durations vary widely. Any student who works for Campus Dining would be employed directly by that party and GSC does not currently keep track of how many students the food service provider employs.

23. How many and what type of events are held in the Waco Center each year?

Response: All home Basketball, Volleyball, Acrobatics & Tumbling, and Wrestling competitions. Various non-College sporting competitions. Various other events for the College and/or the Public. Certain catering services are occasionally applicable to certain of those events.

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24. What is the capacity of the Ike & Sue Morris Stadium?

Response: Approximately 5,000.

25. How many and what type of events are held in the Ike & Sue Morris Stadium each year?

Response: All home Football, Soccer, or Track events, as well as similar sporting events for the local secondary school system and for other local groups as well.

26. Are there floor plans for Louis Bennett Hall?

Response: See attached Exhibit "O".

27. What is the square footage of usable space for the Louis Bennett Hall coffee shop?

Response: Approximately 124 square feet of interior space within the coffee shop room itself. Approximately 64 square feet of storage closet space attached to the interior coffee shop room. Approximately 300 square feet available in the rear, comprised of two separate rooms plus closet and bathroom area, which could be used for office space, storage, or other purposes.

28. How many people visit the library on average per day during the school year?

Response: Average door count visitors to the Library per month, during the academic semesters, is approximately 3,000 per month.

29. Corrections Trainee Dining:

a. What price is/was charged per participant for meals in 2019, 2020 & currently?

Response: The currently effective cost is \$17/day (3 meals/day)

b. Which meals are served per day/week when in full operation?

Response: Breakfast, Lunch, Dinner. 13 meals per week – Lunch Monday through Lunch Friday.

c. How many days/weeks per year is the training in session per year?

Response: Approximately 48-50 weeks per year.

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30. Can you quantify expectations around the “substantial capital amount due at the start of the contract?”

Response: We cannot provide any more specific expectations beyond what was stated in the RFP. GSC does strongly believe there to be substantial value to a Food Service provider in securing the long term partnership we are seeking and we do expect a substantial, up front financial commitment and payment from the successful candidate upon completion of the contract. That financial incentive is expected to not only be committed toward a capital improvement project for the food services themselves, but a portion of it is also expected to be made available to the College for its own discretionary purposes.

31. Section 10.2 – Are all the documents in this section (10.2.1 – 10.2.7) due with contract proposal or at time of contract award?

Response: Not all documents listed in 10.2 are required with the proposal. They will be required in order to finalize the contract.

32. Section 11.11 Exhibit “L” – Is the State of WV Drug Free Workplace Conformance Affidavit due with contract proposal or at time of contract award?

Response: This is required before a contract can be awarded. It is not mandatory to be included with the submitted proposal.

33. Under Exhibit A, number 11, DMAPS food service shall be provided under a separate fee structure, and a separate contract with the College. Are there two sample agreements that must be submitted, one for the Campus and one for DMAPS? What financial arrangement for DMAPS is required?

Response: Two sample agreements are not expected with the proposal. The successful bidder will be expected to conform with the existing, or better, terms already in place relevant to the DMAPS meals, all of which will be finalized during negotiation.

34. Under Exhibit K: Is a separate Professional insurance policy (which is not included under GL) required? Is a separate policy for “errors and omissions” insurance for “wrongful act” required?

Response: Wrongful Act Professional Liability Insurance is required.

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35. Under Exhibit M, in the Report Content section regarding drug testing, it states: “average number of employees in connection with the construction on the public improvement.” Please clarify if this is an annual drug test or random? If random, please clarify if this is required for the Food Service operations?

Response: Refer to West Virginia Code as listed in the form. See link below.

<https://www.wvlegislature.gov/wvcode/code.cfm?chap=21&art=1D#01>

36. Under the RFP, is contractor required to submit the State of West Virginia “proof of compliance” documents under Section 2.2 at time of proposal submission, or before award?

Response: Before award.

37. Under the RFP, Pursuant to Section 4.4.2.2, outside of the examples provided, please highlight all other responsibilities Proposer shall have for keeping the facilities secure.

Response: Provider is expected to follow standard best practices in ensuring the facilities are kept secure.

38. Under the RFP, Pursuant to Section 5.1, will there be any unamortized investment as of July 1, 2021 from the current food service provider?

Response: No unamortized investment from the current Food Service provider is expected as of July 1, 2021.

39. Is there any unamortized investment that Sodexo would need to include in its proforma?

Response: To GSC’s knowledge, there is no unamortized investment that would exist at the initiation of the contract. However, one exception, as referenced in Response 19 above, is any unamortized fixed assets. The unamortized value at July 1, 2021 will be approximately \$15,000-\$25,000.

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ALADDIN REQUESTS FOR INFORMATION OR QUESTIONS

1. Please confirm the attending companies' names that will be participating in the RFP process.

Response: Aladdin, Aramark, Sodexo

2. Which party owns the smallwares? Glenville State or Aramark?

Response: GSC owns the majority of smallwares and other fixed asset equipment. There are other smallwares owned by Aramark. The transferability of any such items would be subject to negotiations. There are certain fixed assets that have not been fully amortized or depreciated and thus owned partially by both parties. Transfer of those assets would also be subject to negotiations.

3. Please provide a detailed smallwares inventory by item, quantity and party ownership.

Response: A detailed inventory of smallwares is not available.

4. If any smallwares or equipment are owned by Aramark and will be removed from the site, please provide a list and quantity.

Response: There are certain serving vessels and other smallwares owned by Aramark, but no itemized listing available to provide.

5. Has Glenville or Aramark conducted any customer surveys? If so, please provide the results for the past 2 years.

Response: GSC and Aramark both have conducted surveys in the past. The results of those are not readily available to provide. GSC expects for this process to become more formal, objective, and transparent going forward, and to be a critical element of the quality assurance KPIs that are implemented.

6. Please clarify this section. What is the current configuration? Does Aramark use an outside internet service at their expense or does the college supply the service at no charge?

Response: Aramark utilizes its own internet service at its expense. If there are types of connections permitted to the college network and connection types that are not, please disseminate these. "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."

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Response: GSC provides phone and the phone network for Aramark's use. Aramark's registers and other Point of Sale equipment, as well as its timeclock equipment, all communicates on GSC's network.

- 7. Are the current managers and employees bound to any contractual requirements that prohibit them from working at Wilmington College with another Dining Partner; contractually and/or non-compete?**

Response: There is certain non-compete language preventing GSC from hiring any Aramark employees within 6 months of a contract termination. GSC is not aware of any other limitations that may be in place specifically by Aramark over its employees, or if separate consent for such a situation would be granted or withheld.

- 8. Is Alcoholic Beverage service allowed on campus at catering events?**

Response: Alcoholic Beverage service is allowed for certain catered or other events when specifically authorized and when delivered through an entity holding a valid State of West Virginia ABC license. Any such situations are currently accommodated by an entity other than GSC's current food service provider. GSC will consider proposals that include the scenario of the Food Service partner providing this service directly. See Exhibit "P".

- 9. What has been the average percentage of meals consumed per meal plan (participation rate)? Please provide this by meal plan for the past 3 years.**

Response: This information is not available to be disclosed.

- 10. If known, please share the Manager and Hourly Team Members Seniority and Rates of Pay.**

Response: This information is not available to be disclosed.

- 11. Are the employees part of a collective bargaining agreement?**

Response: Not to GSC's knowledge.

- 12. Please provide the Fall/Spring board counts, by meal plan, for Spring 2021, Fall 2020, Spring 2020, Fall 2019, Spring 2019, Fall 2018, Spring 2018 and Fall 2017.**

Response: Glenville State College has extensive enrollment and other information available in its annual Fact Books, which are available through our web-site. The 2019/2020 Fact Book can be accessed at https://www.glenville.edu/sites/default/files/2020-07/FactBook_2019.pdf

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13. Please share the yearly revenues for the last three years as follows:

Response: This information is not available to be disclosed.

- a. Summer Meal Plans
- b. Summer Programs
- c. Summer Conferences
- d. Catering
- e. Other
- f. Resident Dining Cash, Credit and Flex
- g. Retail Dining Cash, Credit and Flex

14. What are the maximum years for amortization of equipment/investment? 10 or 15 years

Response: This is subject to negotiations, but will in no case be longer than the duration of the contract.

15. Will the college be responsible for the following items:

- a. Shampooing/steaming of carpets **GSC**
- b. Buffing/waxing floors **GSC**
- c. Grease removal from premises **Provider**
- d. Grease trap cleaning **Provider**
- e. Hood cleaning **Provider**
- f. Trash removal from premises **GSC**
- g. Pest control program **GSC**
- h. Annual pressure washing of Docks **GSC where applicable.**

16. Reference is made to section 5 (5.1, 5.2, 5.3). Is Glenville willing to accept other types of offers only? Or is section 5 100% mandatory for submission before other types of offers can be submitted?

Response: The nature of the proposal submitted is ultimately at the discretion of the proposer. GSC will consider other approaches toward achieving and realizing the value available through this long term partnership. However, we strongly encourage that the proposal contain at least one option that conforms in some way with what is outlined in section 5.1.

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."

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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."

17. What current KPI's are in place? Please share the results of such KPI's. "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."

Response: No KPIs are currently in formal effect. This has just recently been initiated by GSC. KPIs to monitor and ensure quality as well as cost competitiveness, in an open, collaborative, and transparent manner, are expected at a minimum.

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18. What are the details to these non-exclusive rights? "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."

Response: GSC requires the ability to provide or secure certain food or meals or catering services for certain situations or scenarios where the Food Service Provider is not willing or able to do so in an acceptable or economical manner. The parameters around this will be subject to negotiation within the contract.

19. Pricing for the current meal plan daily rate sliding scale was not provided in exhibit A. Please provide.

Response: See Exhibit "Q".

20. What are the policies surrounding how a student may currently use a meal exchange? Retail? Catering? Other?

Response: See Responses to similar questions in the question and Response section for Sodexo above.

21. How many academic board feeding days is the college open for the fall semester and spring semester?

Response: See Responses to similar questions in the question and Response section for Sodexo above.

22. In which meal plan do these staff members participate? "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."

Response: The staff referenced here are provided the same meal plan choice as a traditional Board Plan student is offered.

23. Please provide the number of occurrences per year and the number of athletes at each meal. "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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Response: GSC has approximately 400 +- athletes among the various programs. The vast majority of athletes reside in campus housing and thus are also on a board plan. As such, while this is an extra "service" provided to the athletes, it is primarily already covered by the student's board plan count.

24. How many games each year and how many members are on each team? "5.5.3. Athletic teams are provided boxed meals for road trips at no cost to the Athletics Department."

Response: GSC has approximately 400 +- athletes among the various programs. The vast majority of athletes reside in campus housing and thus are also on a board plan. As such, while this is an extra "service" provided to the athletes, it is primarily already covered by the student's board plan count.

25. How many games each year and how many officials? "5.5.2. Post-game meals (boxed meals) are provided to athletic officials."

Response: We do not have a good count to provide for this. The meals mentioned here are not provided free of charge. The food service provider would bill for these meals.

26. Please provide the past 3 years of summer hours, dining participants and revenues. "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".

Response: See Responses to similar questions regarding Summer dining services elsewhere in this document.

27. Which party retains unspent flex for resident plans and nonresident flex? College or Dining Partner.

Response: Flex dollars carry over from Fall to Spring, and then expire at the end of the Spring semester. Expired funds are retained by the Food Service provider. Board plan usage is billed on a per capita basis weekly and any difference between what was billed to the Student by the College and what the student actually incurred with the food service provider is retained by the College. However, any unused Flex portion of a student's selected meal plan is retained by the Provider.

28. Please elaborate on the fee structure desired for DMAPS. Is the college looking for pricing with commission? Or some other type of fee arrangement. If a fee how has the college managed this in the past? "11. DMAPS The College currently contracts with WV DMAPS (Department of Military Affairs and Public Safety), and with the WV Division of Corrections

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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 feestructure, and a separate contract with the College."

Response: See Responses already provided relevant to DMAPS elsewhere in this document. In addition to that information, GSC does expect the DMAPS food service to be priced with commission.

29. Is the College currently in a Fee Type Contract with Aramark or a P&L Type Contract?

Response: Fee type.

30. What is the College's desired contract type for the future? P&L or Fee?

Response: The College prefers the predictability of a fee type contract, but will consider the benefits of other approaches, if they are proposed.

31. Please provide the DMAPS details for the past 3 years. What were the number of participants? How many feeding days per year? DO they eat breakfast lunch and dinner? What were the rates charged per person and per meal?

Response: When the DMAPS service returns to "normal" post COVID operations, the expectation is for there to be approximately 75 students per week served 13 meals per week (lunch Monday through lunch Friday) for 48-50 weeks per year. The rate per student is approximately \$17 per student for a 3 meal day.

32. What are the current commission percentages for Catering & Retail Flex Dollars?

Response: Flex – 15%. Catering – 5%.

33. Does GSC expect the foodservice provider to replace furniture, fixtures and equipment on an annual basis outside of any capital equipment.

Response: GSC expects the food service provider to manage the annual repair and maintenance fund in a manner to maximize the life expectancy and functionality of all equipment. GSC also expects the provider to develop long term strategies relevant to capital equipment and coordinate with the College toward executing those strategies toward the goal of quality, effective, long term food service.

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34. Does GSC want the foodservice provider to provide concessions in the future?

Response: See Responses to similar questions in the question and Response section for Sodexo above.

35. Are there set rates for early arrivals for athletic teams and/or other university groups?

Response: These are negotiated on a case by case basis.

36. What percentage of athletes are not on meals plans?

Response: A very small percentage of athletes will not be on meal plans going forward.

37. During the summer, is the expectation for the dining hall to be open daily or can this be executed from the retail location?

Response: GSC would like to receive proposals that contemplate some aspect of dining services to be available during the Summer. It is not our expectation that those options must include the actual dining hall, and we will consider and evaluate any and all options proposed.

38. How many non-resident and commuting students are currently receiving the \$50 of flex dollars?

Response: Fall, 2020: 264. Spring, 2021: 281.

Approved By:



Bert Jedamski
Chief Financial Officer
Chief Procurement Officer
Private Information Officer

Date: 05/10/2021

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

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.

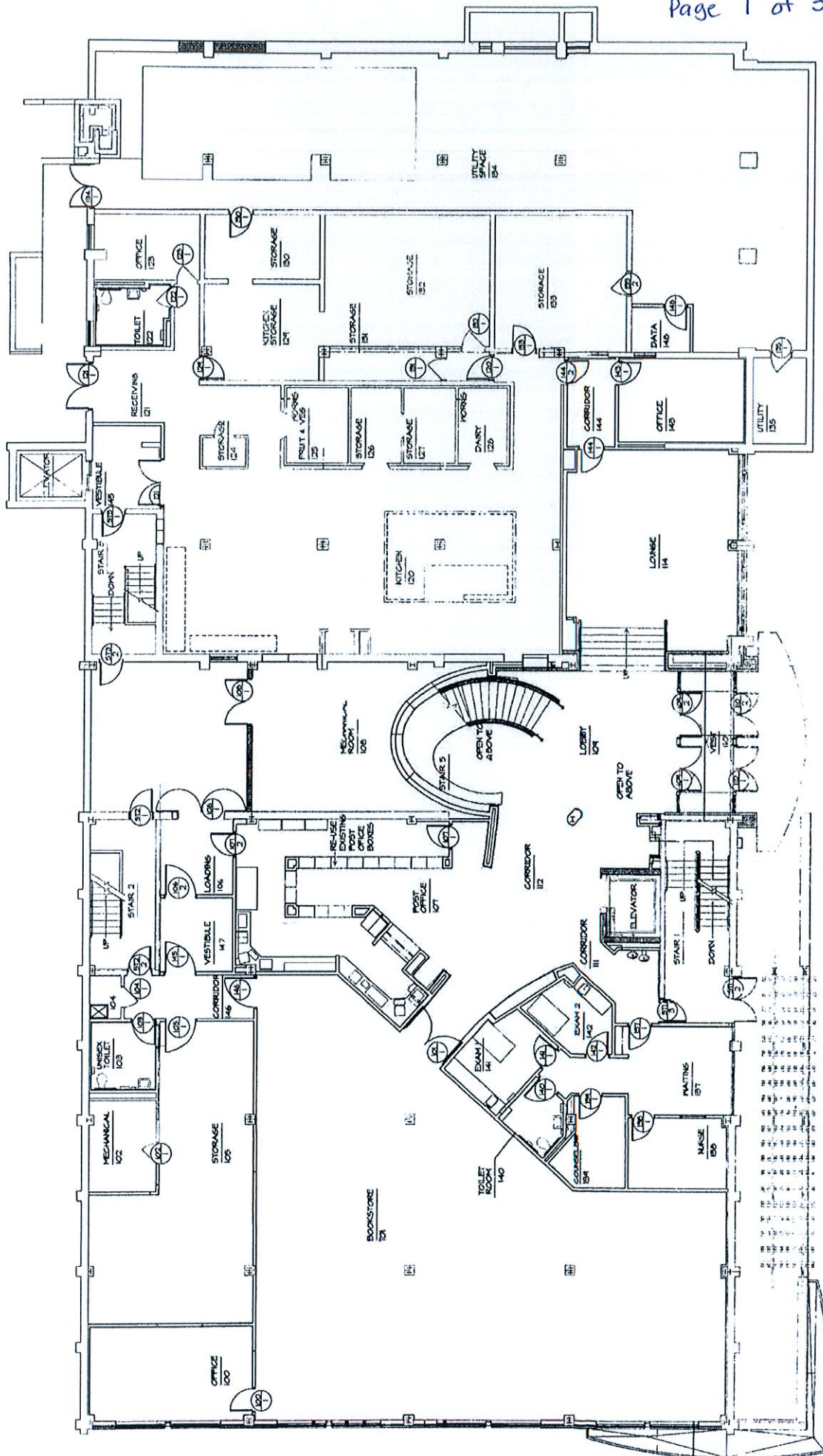
10. FLEX PLANS AND OTHER OPTIONS

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.

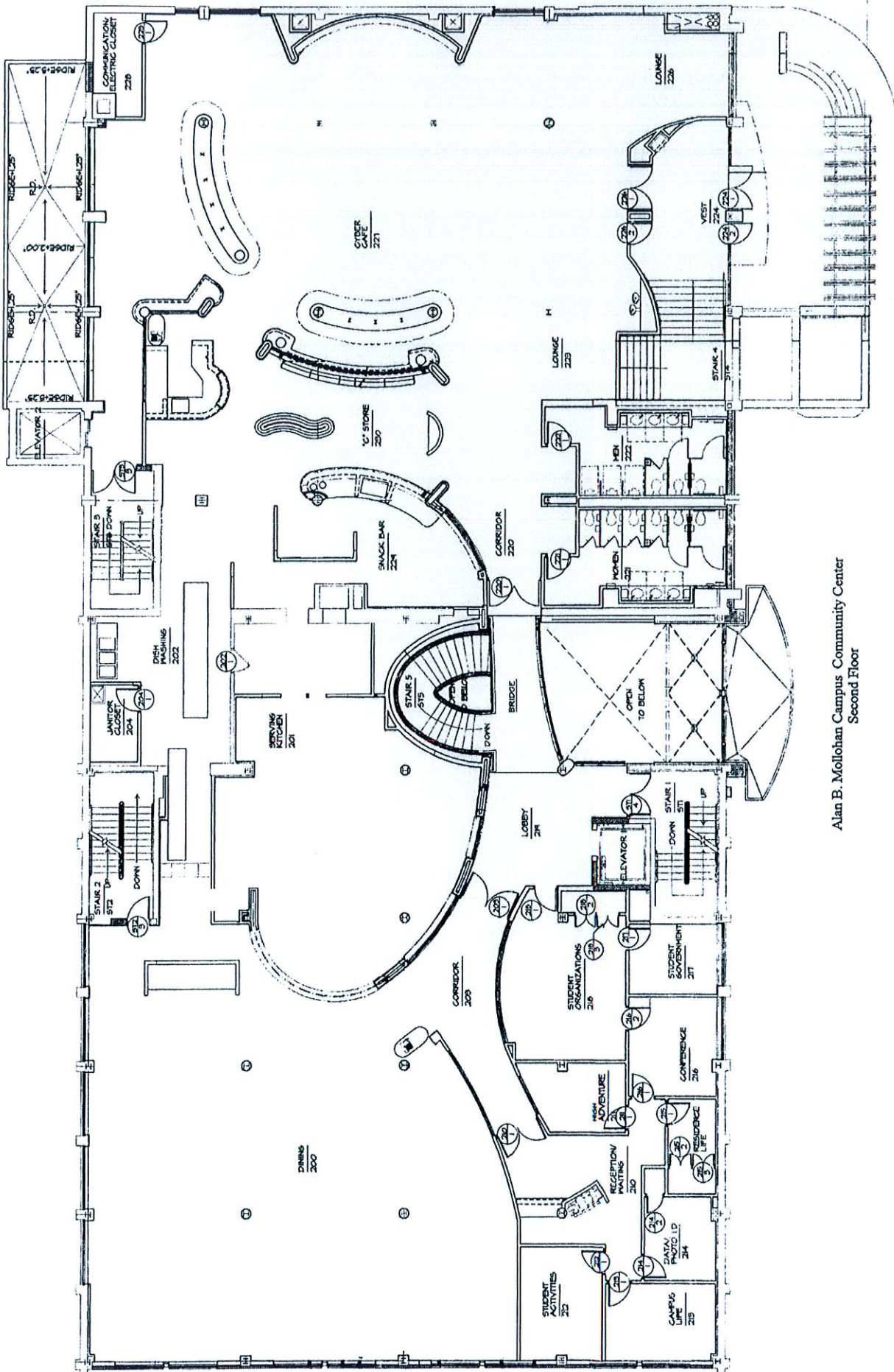
**GLENVILLE STATE COLLEGE
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11. DMAPS

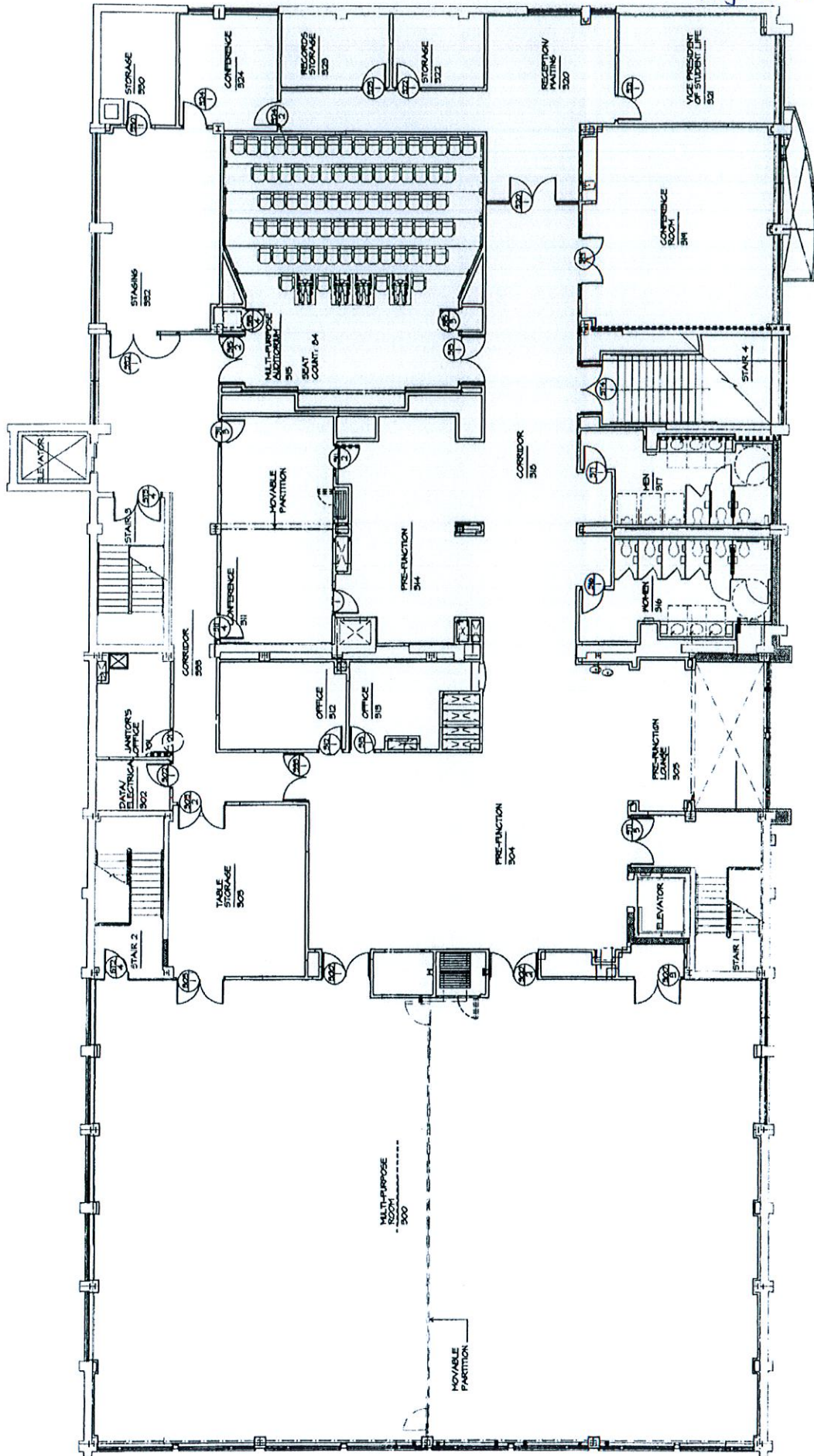
The College currently contracts with WV DMAPS (Department of Military Affairs and Public Safety), and with the WV Division of Corrections and Rehabilitation, to provide space for its educational and training objectives at a site located a short distance from the main campus. Food service is expected 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. Molloy Campus Community Center
First Floor



Alan B. Mollohan Campus Community Center
Second Floor



Alan B. Mollohan Campus Community Center
Third 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

Exhibit "D"

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.



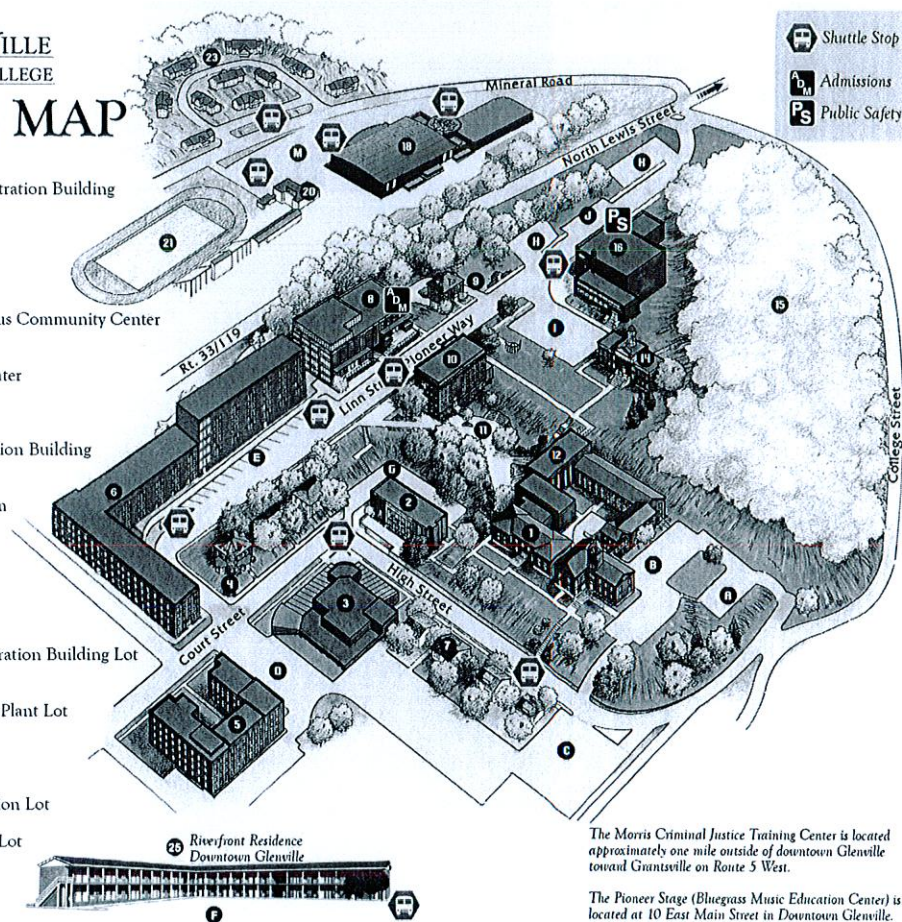
CAMPUS MAP

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



TEMPORARY PARKING PERMIT

Glenville State College

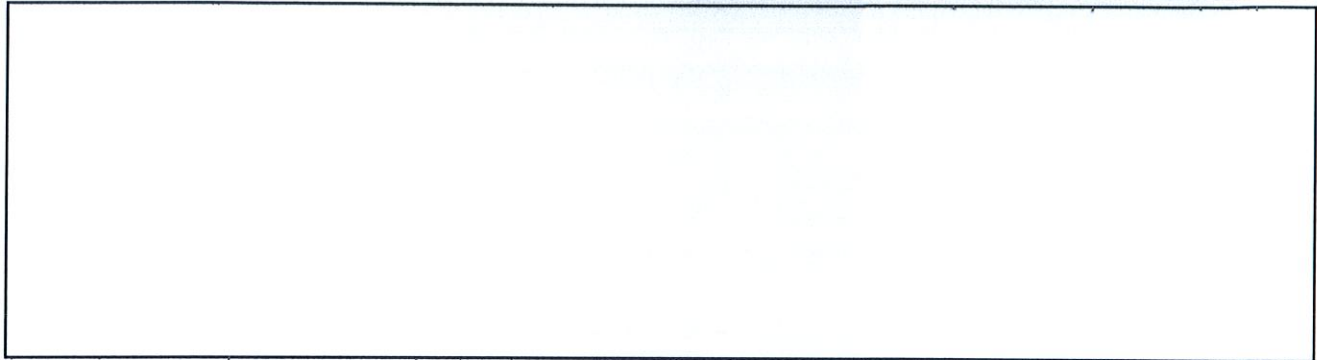
TP4720

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

Exhibit "H"

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.

WV-96
1/1/2019

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

State Agency, Board, or Commission (the "State"): Glenville State College 200 High St., Glenville, WV 26351

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.

WV-96
1/1/2019

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 ~~striketrough~~ 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: Glenville State College

Vendor: _____

By: _____

By: _____

Printed Name: Bert Jedamski

Printed Name: _____

Title: CFO CPO PIO Controller

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

PHONE

(A/C, No, Ext):

Insert

FAX

(A/C, No):

Insert

E-MAIL

ADDRESS:

Insert

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

INSURED

Insert the Name & Address of the person
or entity. Must be the legal name.

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

GLENVILLE STATE COLLEGE
200 HIGH STREET
GLENVILLE, WV 26351

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



COUNTY OF _____, TO-WIT:

Rev. July 7, 2017

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.

Exhibit "N"
Page 2 of 2

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 _____, _____.

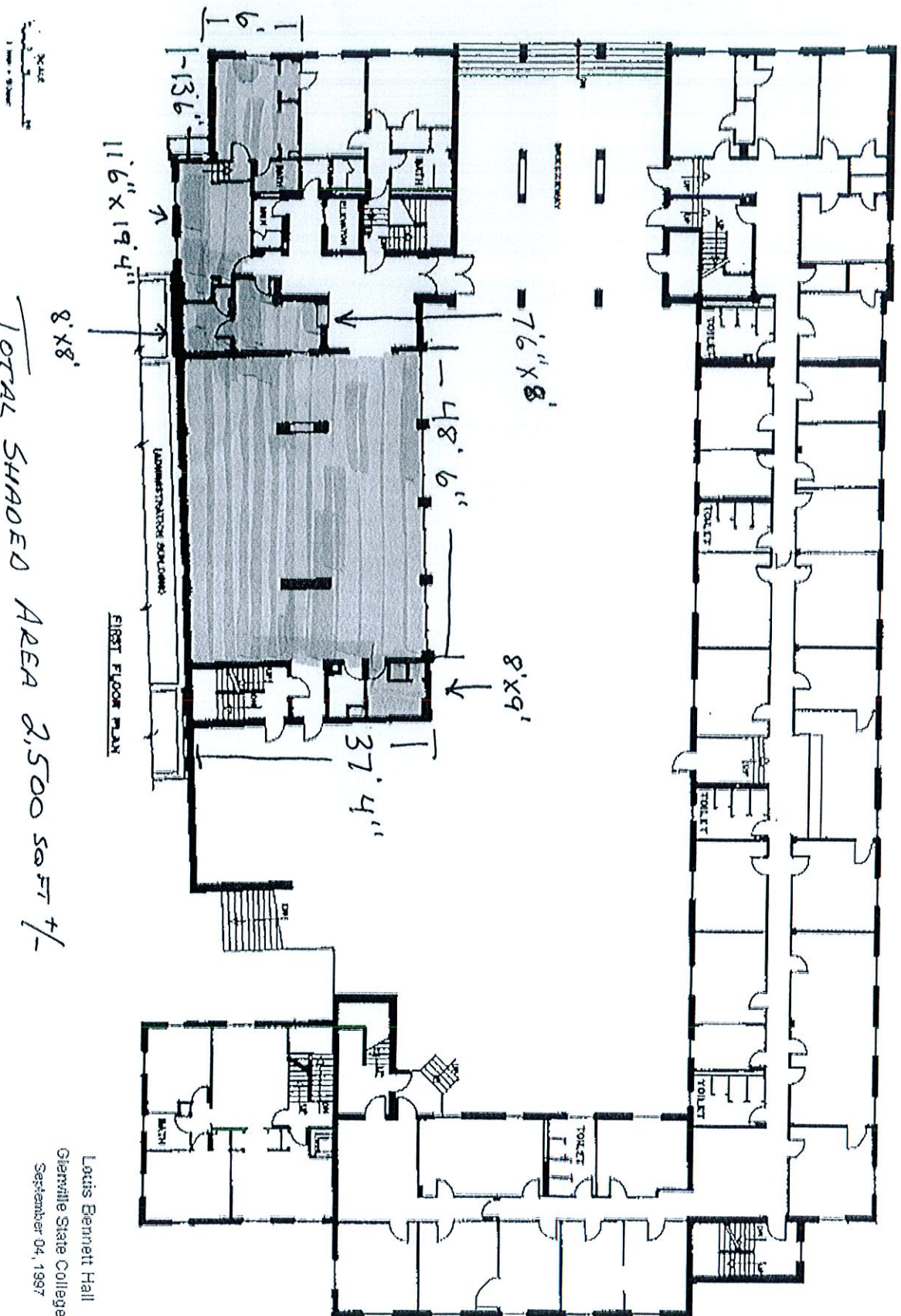
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



TOTAL SHADED AREA 2,500 SQ FT +/-

GLENVILLE STATE COLLEGE POLICIES

ADMINISTRATIVE POLICY 3

DRUGS AND ALCOHOL POLICY

3.1. General.

1.1. Scope – Glenville State College expects its employees and students to obey the law and to take personal responsibility for their conduct. This policy applies to the college community, including faculty, staff, administrators, students and visitors to the campus, including contractors, sub-contractors, volunteers and service providers.

1.2. Authority - W. Va. Code §§ 18B-1-6, 60A-4-401, and in compliance with:

- The Drug-Free Workplace Act of 1988 (Public Law 101-690);
- The 1989 amendments to the Drug-Free Schools and Communities Act (Public Law 101-226); and
- The Education Department General Administrative Regulations (EDGAR) Part 86.
- Anti-Drug Abuse Act of 1988.

1.3. Effective Date – February 5, 2020

1.4. Revision of Former Policy – Repeals and replaces Glenville State College Policy 3 – Drug and Alcohol[2006] [2010].

3.2. Policy Statement.

2.1. The Glenville State College Board of Governors recognizes the importance of a safe, efficient and healthy work and educational environment. Being under the influence of any illegal drug or alcohol on campus or at college sponsored functions poses serious risks to a person's health and safety, and jeopardizes public trust that has been placed in the institution. In recognition of the serious effects of alcohol and drug abuse on the safety and performance of students and employees, this policy provides standards of conduct and clearly prohibits the unlawful possession, use or distribution of illicit drugs and alcohol by students and employees on its property or as part of any of its activities. This policy certifies that as an employer who contracts and receives funding from federal agencies, Glenville State College will meet requirements of the law for providing a "drug-free workplace."

2.2. Glenville State College will maintain a workplace free of the illegal use of drugs. The unlawful manufacture, distribution, sale, dispensing, possession or use of illegal drugs, the abuse or improper use of prescribed drugs, and the use of alcohol on Glenville State College property or as part of any sponsored function is prohibited. Reporting to work, class or any college sponsored function under the influence of alcohol or illegal drugs is prohibited.

2.3. Legally prescribed medications taken properly are excluded from prohibition and permitted only to the extent that such medications do not adversely affect a person's ability, job performance or the safety of others.

2.4. Any person who violates the policy shall be subject to disciplinary action. When reasonable suspicion exists that an independent contractor, volunteer or employee has reported to work under the influence of alcohol, illegal drugs, or is impaired due to abuse or misuse of controlled substances or prescribed medications, the individual may be subject to assessment and disciplinary action, or termination of the service agreement. The College will impose disciplinary sanctions on students and employees consistent with institutional policies, and local, state, or federal laws for violation of the standards of conduct outlined in this policy. All persons should be aware that violations could result in expulsion from school, termination of employment, or referral for prosecution. Sanctions may include, but are not limited to a requirement that the person participate in a drug abuse assistance or rehabilitation program. College sanctions will be imposed consistent with procedures used in disciplinary actions for students and employees.

3.3. Alcoholic Beverages on Campus

3.1. The possession or use of alcoholic beverages is prohibited on or in property or facilities (including student housing) of Glenville State College except as hereafter provided:

3.1.1. In dwellings located thereon and occupied as a family residence; and

3.1.2. Where the serving of wine, beer or other alcoholic beverages is approved by the President, on a case by case basis consistent with the following rules:

3.1.2.1. Wine, beer or other alcoholic beverages will never be the primary reason for the gathering.

3.1.2.2. No person under the legal drinking age will be served.

3.1.2.3. Alternative non-alcoholic beverages and food will be served.

3.1.2.4. No person under the age of twenty-one (21) will be allowed to serve wine, beer or other alcoholic beverages and servers must be appropriately trained to adhere to all laws and regulations regarding the serving of wine, beer or other alcoholic beverages.

3.1.2.5. No state funds will be used to purchase wine, beer or other alcoholic beverages.

3.1.3. Requests to serve alcohol must be filed with the President's Office using the *Request to Serve Alcoholic Beverages* form.

3.2. The selling of beer, wine or other alcoholic beverages during athletic events is prohibited.

3.4. Definitions

4.1. "Illegal drugs" mean controlled substances defined by any state or federal regulatory body authorized to designate substances as such.

4.2. "Conviction" means a finding of guilt, including a plea of nolo contendere, or the imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

3.6. Responsibilities and Procedures

6.1. Faculty, supervisors and administrators will be required to assume primary responsibility for the day-to-day enforcement of this policy and to take appropriate personnel action.

6.2. As a condition of employment, college employees agree to abide by the terms of this policy. Also, employees engaged in the acquisition, administration or performance of a federal grant or contract, either directly or indirectly, agree to notify the Office of Human Resources of any criminal drug or alcohol related conviction, for violations occurring in the workplace, no later than five (5) working days after the conviction. After review of the reported incidents and determination of reporting requirements, the appropriate unit administrator will notify the federal granting agency within ten (10) days after receiving notice of a conviction from an employee or otherwise receiving actual notice of such conviction.

6.3. The Office of Human Resources is responsible for the development and distribution of drug and alcohol abuse awareness and prevention policy for employees, in compliance with the Drug-Free Workplace Act of 1988, which includes:

- This distribution may be in writing or electronic.
- Maintaining a copy of this policy in an accessible location and posting the policy on the College web site.
- Inclusion of a hard copy of this policy for all new employees.

6.4. The Vice President of Enrollment and Student Life is responsible for the development and distribution of a drug and alcohol abuse awareness and prevention policy for students, in compliance with the Drug-Free Schools and Communities Act, which includes:

- Annual distribution of this policy or information contained herein, to every student taking one or more classes for credit. The distribution may be accomplished by publication of this policy in electronic or printed format in the Student Handbook.
- A biennial review of the program's effectiveness and the consistency of the enforcement of sanctions.

6.5. The Vice President for Business and Operations or his designee is responsible for ensuring that contractors, sub-contractors, or volunteers for services paid by federal grants certify that they commit to and comply with the terms and conditions of this policy.

RETURN THIS FORM TO THE OFFICE OF THE PRESIDENT

Request to Serve Alcoholic Beverages

Name of Organization:

If a Glenville State College Organization, Name of Campus Sponsor:

Name of Person Completing this Form:

Relationship to Organization:

Date of Birth:

Date of Function:

Location:

Duration:

Purpose of Function:

Who Will Be Serving:

Alcoholic Beverages on Campus Policy

No person under the legal drinking age will be served.

Alternative non-alcoholic beverages and food will be served.

No person under the age of twenty-one (21) will be allowed to serve wine, beer or other alcoholic beverages and servers must be appropriately trained to adhere to all laws and regulations regarding the serving of wine, beer or other alcoholic beverages.

No state funds will be used to purchase wine, beer or other alcoholic beverages.

Requestor's Signature

Date

Approved

Rejected

President's Signature

Date

D. BOARD PLAN RATES

Rates for 215 Service Days (If # of service days fall below 215, the parties will renegotiate rates to reflect such change):

Glenville State College 2020/21 Sliding Scale Effective July 1, 2020					
Plan Type			21/wk ¹	14/wk ¹	10/wk ¹
Plan #			1	2	3
# Annual Billable Days			215	215	215
DB per Semester			\$100	\$250	\$350
Mid-point	Low	High	Daily Rate	Daily Rate	Daily Rate
705	700	709	\$13.30	\$13.30	\$13.30
695	690	699	\$13.44	\$13.44	\$13.44
685	680	689	\$13.59	\$13.59	\$13.59
675	670	679	\$13.73	\$13.73	\$13.73
665	660	669	\$13.89	\$13.89	\$13.89
655	650	659	\$14.02	\$14.02	\$14.02
645	640	649	\$14.17	\$14.17	\$14.17
635	630	639	\$14.31	\$14.31	\$14.31
625	620	629	\$14.46	\$14.46	\$14.46
615	610	619	\$14.61	\$14.61	\$14.61
605	600	609	\$14.78	\$14.78	\$14.78
595	590	599	\$14.94	\$14.94	\$14.94
585	580	589	\$15.01	\$15.01	\$15.01
575	570	579	\$15.27	\$15.27	\$15.27
565	560	569	\$15.43	\$15.43	\$15.43
555	550	559	\$15.60	\$15.60	\$15.60
545	540	549	\$15.80	\$15.80	\$15.80
535	530	539	\$15.98	\$15.98	\$15.98
525	520	529	\$16.18	\$16.18	\$16.18
515	510	519	\$16.40	\$16.40	\$16.40
505	500	509	\$16.61	\$16.61	\$16.61
495	490	499	\$16.85	\$16.85	\$16.85
485	480	489	\$17.06	\$17.06	\$17.06
475	470	479	\$17.31	\$17.31	\$17.31
465	460	469	\$17.56	\$17.56	\$17.56
455	450	459	\$17.91	\$17.91	\$17.91
445	440	449	\$18.19	\$18.19	\$18.19
435	430	439	\$18.48	\$18.48	\$18.48
425	420	429	\$18.81	\$18.81	\$18.81
415	410	419	\$19.11	\$19.11	\$19.11
405	400	409	\$19.44	\$19.44	\$19.44
395	390	399	\$19.81	\$19.81	\$19.81
385	380	389	\$20.18	\$20.18	\$20.18
375	370	379	\$20.56	\$20.56	\$20.56
365	360	369	\$20.99	\$20.99	\$20.99
355	350	359	\$21.41	\$21.41	\$21.41
345	340	349	\$21.88	\$21.88	\$21.88
335	330	339	\$22.41	\$22.41	\$22.41

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) _____
RFQ/RFP# (B) _____

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
(B) Request for Quotation Number (upper right corner of page #1)
(C) Your Business Entity Name (or Individual Name if Sole Proprietor)
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety's Principal Office
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in numbers
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Business Entity (or Individual Name if Sole Proprietor)
(R) Seal of Principal
(S) Signature of President, Vice President, or Authorized Agent
(T) Title of Person Signing for Principal
(U) Seal of Surety
(V) Name of Surety
(W) Signature of Attorney in Fact of the Surety

NOTE 1: Dated Power of Attorney with Surety Seal must accompany this bid bond.

Bid Bond
KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
(C) of (D) of (E),
as Principal, and (F) of (G),
(H), a corporation organized and existing under the laws
of the State of (I) with its principal office in the City of
(J), as Surety, are held and firmly bound unto The State
of West Virginia, as Oblige, in the penal sum of (K)
(\$ (L)) for the payment of which, well and truly to be made,
we jointly and severally bind ourselves, our heirs, administrators, executors,
successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for _____

(M)

NOW THEREFORE

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Oblige may accept such bid: and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the (N) day of (O), 20 (P).

Principal Seal (Q)
(Name of Principal)

(R)

By (S)
(Must be President, Vice President, or
Duly Authorized Agent)

(T)
Title

Surety Seal (U)
(Name of Surety)

(W)
Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
_____ of _____, _____, as Principal, and _____
_____ of _____, _____, a corporation organized and existing under the laws of the State of _____
_____ with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

- (a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this _____ day of _____, 20_____.

Principal Seal

(Name of Principal)

By _____
(Must be President, Vice President, or
Duly Authorized Agent)

(Title)

Surety Seal

(Name of Surety)

Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.**

LABOR AND MATERIAL PAYMENT BOND

Exhibit "S"
Page 1 of 3

KNOW ALL MEN BY THESE PRESENTS:

That

(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and

(Surety name and complete address including ZIP Code)

a corporation organized and existing under
the laws of the State of _____, with its principal office in the City of _____

as Surety, hereinafter called Surety, are held firmly bound unto

(Owner name, complete address including ZIP Code and legal title)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined in the amount of

_____ Dollars (_____).

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____

_____ entered into a contract with Owner for

in accordance with drawings and specifications prepared by _____

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, well and truly perform the contract, and shall pay off, satisfy and discharge all claims of subcontractors, labors, materialmen and all persons furnishing material or doing work pursuant to the CONTRACT and shall save Owner and its property harmless from any and all liability over and above the contract price thereof, between the Owner and the Contractor, for all of such labor and material, and shall fully pay off and discharge and secure the release of any and all mechanics liens which may be placed upon said property by any such subcontractor, laborer or materialmen, then this obligation shall be null and void. Otherwise, it shall remain in full force and effect.

Signed and sealed this * _____ day of _____ 20 _____.

Principal Corporate Seal

(Contractor Name) (Seal)

BY: _____ (Seal)

(Must be President, Vice President, Owner, Partner, Manager, Member,
or other duly Authorized Agent)

(Title)

Surety Corporate Seal

(Surety)

BY: _____ (Seal)

NOTE: Please attach Power of Attorney.

NOTE: Applicable sections of attached acknowledgments
must be completed and returned as part of the bond.

*Power of Attorney must be certified on this date or later.

APPROVED AG 09-12-16

ACKNOWLEDGMENTS

Acknowledgment by Principal if individual or Partnership

1. STATE OF _____
2. County of _____ to-wit: _____
3. I, _____, a Notary Public in and for the
4. county and state aforesaid, do hereby certify that _____
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this _____ day of _____ 20 _____
6. Notary Seal 7: _____
(Notary Public)
8. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Principal if Corporation

9. STATE OF _____
10. County of _____ to-wit: _____
11. I, _____, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that _____
13. who as, _____ signed the foregoing writing for
14. a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
15. Given under my hand this _____ day of _____ 20 _____
16. Notary Seal 17: _____
(Notary Public)
18. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Surety

19. STATE OF _____
20. County of _____ to-wit: _____
21. I, _____, a Notary Public in and for the
22. county and state aforesaid, do hereby certify that _____
23. who as, _____ signed the foregoing writing for
24. _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
25. Given under my hand this _____ day of _____ 20 _____
26. Notary Seal 27: _____
(Notary Public)
28. My commission expires on the _____ day of _____ 20 _____

Sufficiency in Form and Manner of Execution Approved

Attorney General

This _____ day of _____ 20 _____.

By: _____
(Deputy Attorney General)

ACKNOWLEDGMENT PREPARATION INSTRUCTIONS

1. IF PRINCIPAL IS AN INDIVIDUAL OR PARTNERSHIP, HAVE NOTARY COMPLETE LINES (1) THROUGH (8).
2. IF PRINCIPAL IS A CORPORATION, HAVE NOTARY COMPLETE LINES (9) through (18).
3. SURETY MUST HAVE NOTARY COMPLETE LINES (19) through (28).
4. **Notaries must:**

ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

1. Enter name of State.
2. Enter name of County.
3. Enter name of Notary Public witnessing transactions.
4. Enter name of principal covered by bond if individual or partnership. (Must be Owner or General Partner of Sole Proprietorship or Partnership)
5. Notary enters date bond was witnessed. Must be the same as or later than signature date.
6. Affix Notary Seal.
7. Notary affixes his/her signature.
8. Notary enters commission expiration date.

ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

9. Enter name of State.
10. Enter name of County.
11. Enter name of Notary Public witnessing transactions.
12. Enter name of Corporate Officer signing bond.
13. Enter Title of Corporate Officer signing bond. (Must be President or Vice President of Corporation; Manager or Managing Member of Limited Liability Company)
14. Enter name of Company or Corporation.
15. Notary enters date bond was witnessed. Must be the same as or later than signature date.
16. Affix notary Seal.
17. Notary affixes his/her signature.
18. Notary enters commission expiration date.

ACKNOWLEDGMENT BY SURETY

19. Enter name of State.
20. Enter name of County.
21. Enter name of Notary Public witnessing transactions.
22. Enter name of person having power of attorney to bind Surety Company.
23. Enter Title of person binding Surety Company.
24. Enter name of Insurance Company (Surety).
25. Notary enters date bond was witnessed. Must be the same as or later than signature date.
26. Affix Notary Seal.
27. Notary affixes his/her signature.
28. Notary enters commission expiration date.

POWER OF ATTORNEY INSTRUCTIONS

Power of attorney for surety must be attached showing that it was in full force and effect on signature date indicated on the face of the bond. A corporate seal must also be affixed to the Power of Attorney form.

- a. Name of attorney in fact must be listed.
- b. Power of Attorney may not exceed imposed limitations.
- c. Certificate date, the signature date of bond must be entered.
- d. Signature of authorizing official must be affixed. (Signature may be facsimile).
- e. Seal must be affixed.

PERFORMANCE BOND

Exhibit "T"
Page 1 of 3

KNOW ALL MEN BY THESE PRESENTS:

That

(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and

(Surety name and complete address including ZIP Code)

a corporation organized and existing under
the laws of the State of _____, with its principal office in the City of _____

as Surety, hereinafter called Surety, are held firmly bound unto

(Owner name, complete address including ZIP Code and legal title)

as Obligee, hereinafter called Owner, in the amount of

Dollars (_____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated

entered into a contract with Owner for

in accordance with drawings and specifications prepared by

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, promptly and faithfully Perform and CONTRACT,
then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the CONTRACT, the Owner having performed Owner's obligations
thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the CONTRACT in accordance with its terms and conditions, and

2. Shall save the Owner harmless from any claims, judgments, or liens arising from the Surety's failure to either remedy the default or to
complete the CONTRACT in accordance with its terms and conditions in a timely manner.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors of
Owner.

Signed and sealed this * _____ day of _____ 20_____

Principal Corporate Seal

(Contractor Name) (Seal)

BY: _____ (Seal)

(Must be President, Vice President, Owner, Partner, Manager, Member,
or other duly Authorized Agent)

(Title)

Surety Corporate Seal

(Surety)

BY: _____ (Seal)

NOTE: Please attach Power of Attorney.

NOTE: Applicable sections of attached acknowledgments must be
completed and returned as part of the bond.

*Power of Attorney must be certified on this date or later.

APPROVED AG 09-12-16

ACKNOWLEDGMENTS

Acknowledgment by Principal if individual or Partnership

1. STATE OF _____
2. County of _____ to-wit: _____
3. I, _____, a Notary Public in and for the
4. county and state aforesaid, do hereby certify that _____
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this _____ day of _____ 20 _____
6. Notary Seal
7. _____
(Notary Public)
8. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Principal if Corporation

9. STATE OF _____
10. County of _____ to-wit: _____
11. I, _____, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that _____
13. who as, _____ signed the foregoing writing for
14. a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
15. Given under my hand this _____ day of _____ 20 _____
16. Notary Seal
17. _____
(Notary Public)
18. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Surety

19. STATE OF _____
20. County of _____ to-wit: _____
21. I, _____, a Notary Public in and for the
22. county and state aforesaid, do hereby certify that _____
23. who as, _____ signed the foregoing writing for
24. _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
25. Given under my hand this _____ day of _____ 20 _____
26. Notary Seal
27. _____
(Notary Public)
28. My commission expires on the _____ day of _____ 20 _____

Sufficiency in Form and Manner of Execution Approved

Attorney General

This _____ day of _____ 20 _____.

By: _____
(Deputy Attorney General)

ACKNOWLEDGMENT PREPARATION INSTRUCTIONS

1. IF PRINCIPAL IS AN INDIVIDUAL OR PARTNERSHIP, HAVE NOTARY COMPLETE LINES (1) THROUGH (8).
2. IF PRINCIPAL IS A CORPORATION, HAVE NOTARY COMPLETE LINES (9) through (18).
3. SURETY MUST HAVE NOTARY COMPLETE LINES (19) through (28).
4. **Notaries must:**

ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

1. Enter name of State.
2. Enter name of County.
3. Enter name of Notary Public witnessing transactions.
4. Enter name of principal covered by bond if individual or partnership. (Must be Owner or General Partner of Sole Proprietorship or Partnership)
5. Notary enters date bond was witnessed. Must be the same as or later than signature date.
6. Affix Notary Seal.
7. Notary affixes his/her signature.
8. Notary enters commission expiration date.

ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

9. Enter name of State.
10. Enter name of County.
11. Enter name of Notary Public witnessing transactions.
12. Enter name of Corporate Officer signing bond.
13. Enter Title of Corporate Officer signing bond. (Must be President or Vice President of Corporation; Manager or Managing Member of Limited Liability Company)
14. Enter name of Company or Corporation.
15. Notary enters date bond was witnessed. Must be the same as or later than signature date.
16. Affix notary Seal.
17. Notary affixes his/her signature.
18. Notary enters commission expiration date.

ACKNOWLEDGMENT BY SURETY

19. Enter name of State.
20. Enter name of County.
21. Enter name of Notary Public witnessing transactions.
22. Enter name of person having power of attorney to bind Surety Company.
23. Enter Title of person binding Surety Company.
24. Enter name of Insurance Company (Surety).
25. Notary enters date bond was witnessed. Must be the same as or later than signature date.
26. Affix Notary Seal.
27. Notary affixes his/her signature.
28. Notary enters commission expiration date.

POWER OF ATTORNEY INSTRUCTIONS

Power of attorney for surety must be attached showing that it was in full force and effect on signature date indicated on the face of the bond. A corporate seal must also be affixed to the Power of Attorney form.

- a. Name of attorney in fact must be listed.
- b. Power of Attorney may not exceed imposed limitations.
- c. Certificate date, the signature date of bond must be entered.
- d. Signature of authorizing official must be affixed. (Signature may be facsimile).
- e. **Seal must be affixed.**

FRESH FOOD ACT

Purchases Reporting Form

Due October 30



The "Fresh Food Act," was passed during the 2020 WV Legislative Session with the West Virginia Department of Agriculture (WVDA) appointed to administer the Program. The Fresh Food Act requires all state-funded institutions to source five percent of their fresh produce, meat and poultry from West Virginia farmers.

This commitment from our state government will provide a tremendous opportunity for producers to grow their operations through new markets.

The Fresh Food Act will keep more food dollars in the state and will help jump-start a more robust local food economy that will benefit all West Virginians.

The **Fresh Food Act Purchases Reporting Form** which will calculate current percentages of local food being purchased and help gauge food purchasing overall is due to be submitted to the WVDA by **October 30, 2020**.

Please see the **Fresh Food Act Statute**.

Please see the **Fresh Food Act Legislative Rule**.

STEPS to COMPLETE and SUBMIT the Fresh Food Act Purchases Reporting Form

1. **[Click here for the Fresh Food Act Purchases Reporting Form](#)**
2. Complete the Form
3. Save to your local storage drive
4. Attach to a new email and submit to: **freshfood@wvda.us**

Past and Future Fresh Food Act Submission Deadlines:

- By **September 1, 2019** a primary liaison should have been established with the West Virginia Department of Agriculture.*
- By **January 2020** institutions should have submitted all food contracts and agreements for the past three years.*
- By **October 30, 2020**, institutions should complete the **Fresh Food Act Purchases Reporting Form** which will calculate the current percentages of local food being purchased.

*IF THESE DEADLINES HAVE NOT BEEN MET, PLEASE ALSO SUBMIT ANY

OUTSTANDING SUBMISSIONS BY THE 10/30/20 DEADLINE.

Contact the WVDA Business Development Division at 304-558-2210
or email freshfood@wvda.us with any questions.

Links of Interest

West Virginia Department of Agriculture of Agriculture

- [WVDA Market Bulletin](#)
- [Business Development Division](#)
- [WV Grown email](#)
- [Product Labeling Review email](#)
- [Farmers Markets email](#)

WV Farm Bureau

Farm Credit

- [Ag Choice Farm Credit](#)
- [Farm Credit Mid-Atlantic](#)
- [Farm Credit of the Virginias](#)

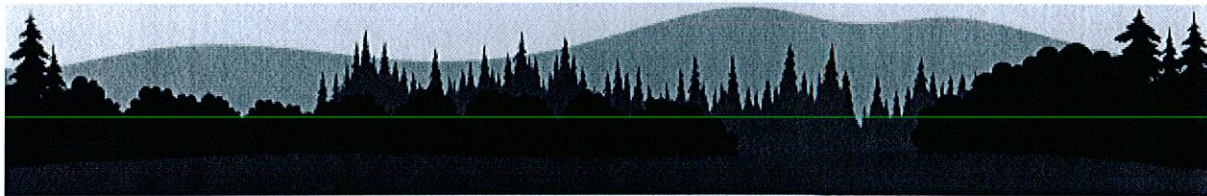
WV FFA

WV Farm Service Agency

WVU Davis College of Agriculture, Natural Resources and Design

WVU Extension Service

WVSU Extension



West Virginia Department of Agriculture

Business Development Division
1900 Kanawha Boulevard East
Charleston, WV 25305
304-558-2210 | 304-558-2270
www.agriculture.wv.gov



West Virginia Department of Agriculture | 1900 Kanawha Blvd E, Charleston, WV 25305

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