

May 6, 2022

West Virginia State University is soliciting proposals from qualified firms to provide contracted food services to West Virginia State University.

Attached, please find the University's Request for Proposal No. WVSU22-03. Please note that all responses are due no later than 3:00 PM local time on June 10, 2022 to:

West Virginia State University
Business & Finance
PO BOX 368
Institute, WV 25112-0368
Attn: Justin T. McAllister,
AVP for Business and Finance
purchasing@wvstate.edu

Thank you for your interest in West Virginia State University. If you have any questions please call me at (304) 204-4098.

Justin T. McAllister
AVP, Business & Finance

REQUEST FOR PROPOSALS

For

**CONTRACTED DINING SERVICES
FOR WEST VIRGINIA STATE UNIVERSITY**

Issued by:

**West Virginia State University
Business & Finance**

May 2022

SECTION 1-INSTRUCTIONS TO PROPOSERS

1.1 SCOPE OF WORK

West Virginia State University is soliciting proposals from qualified vendors to provide contracted food services to West Virginia State University.

1.2 PROPOSAL SUBMISSION

Sealed proposals and other required documents shall be enclosed in a sealed opaque envelope and shall be identified as a "Request for Proposal" including the RFP number WVSU22-03, and the RFP opening time and date. The proposer, by making a submission, represents that: (a) the vendor has read and understands the RFP terms and conditions, and the proposal is made in accordance therewith; and (b) the proposal is based upon the services, staffing, materials, and other services specified.

NOTE: ALL PRICES ARE TO BE PROVIDED IN A SEPARATE SEALED ENVELOPE LABELED AS PRICING INFORMATION.

Vendors must submit one (1) original and six (6) copies of the proposal. Failure to provide the correct number of copies may result in rejection of the offer. Proposals must include all required information. The "original" copy should be clearly marked. One (1) complete electronic copy shall be provided on a USB drive or compact disc. Electronic copies **will not** be accepted via email.

Copies of the proposal submission, both written and electronic, will not be returned to the Vendors and become the property of West Virginia State University. All costs incurred by responding firms associated with the preparation, submission, presentation of proposals, and attendance at meetings, including but not limited to, costs related to transportation, meals, lodging, bonding and other related expenses, if applicable, will be the sole responsibility of the respondent and will not under any circumstances be reimbursed by the University.

Sealed proposals shall be enclosed in a sealed envelope and shall be identified as a "Request for Proposals" including the RFP WVSU22-03, and the RFP opening time (3:00 PM) and date (June 10, 2022). The vendor, by making a proposal, represents that: (a) the vendor has read and understands the RFP terms and conditions, and the proposal is made in accordance therewith; and (b) the proposal is based upon the merchandise specified or an acceptable equivalent.

If mailing a response via the United States Postal Service, the envelope shall be addressed to West Virginia State University Procurement Services, PO Box 368, Institute, WV 25112-0368. If sending the response via express carrier, address the envelope to West Virginia State University, Business & Finance, 101 Ferrell Hall,

Institute, WV 25112. Telephone (304) 204-4098. In either instance, the response must be submitted on or before Friday, June 10th, 2022 at 3:00 PM local time.

Proposals received after the time and date for the proposal opening will be returned unopened. The vendor shall assume full responsibility for timely delivery at the location designated for receipt of proposals. Oral, telephonic, facsimile, or telegraphic proposals are invalid and will not receive consideration.

The proposal must be signed by such individuals or individuals who have full authority from the proposer to enter into a binding contract on behalf of the proposer so that a contract may be established as a result of acceptance of the proposal submitted. By reference, the terms and conditions set forth in the Request for Proposal shall serve as the contract terms and conditions. No other terms and conditions will apply unless submitted as a part of the proposal response and accepted by the University. Contractual terms submitted contained in standard vendor contracts that conflict with the State of West Virginia terms and conditions or with the West Virginia Higher Education Purchasing Procedures Manual may not be accepted and may disqualify a proposer's response if the terms cannot be successfully negotiated to the benefit of West Virginia State University. The Agreement Addendum Form is affixed as one of the attachments in the submission. This form amends the terms that conflict with the State of West Virginia terms.

The Financial Proposal section, when submitted, shall include everything for the proposer to provide the Contracted Dining Services for the West Virginia State University campus including furnishing all the labor, products, food, and supervision required to provide West Virginia State University with a successful contracted food service operation, meeting the minimum requirements specified herein.

1.3 OFFER ACCEPTANCE PERIOD

Proposal (offer) shall remain in effect for a minimum period of one hundred twenty (120) calendar days from the proposal opening date unless otherwise indicated by the University.

1.4 PROPOSAL COPIES

Vendors must submit one (1) original and six (6) copies of the proposal. Failure to provide the correct number of copies may result in rejection of the offer. Proposals must include all required information. The "original" copy should be clearly marked. One (1) complete electronic copy shall be provided on a USB drive or compact disc. Electronic copies will not be accepted via email.

NOTE: ALL PRICES ARE TO BE PROVIDED IN A SEPARATE SEALED ENVELOPE LABELED AS PRICING INFORMATION.

1.5 REQUEST FOR PROPOSAL SCHEDULE

RFP Schedule Subject to Change	
5/6/2022	RFP Advertisement
5/10/2022	Mandatory Pre-Bid Meeting & Site Visit
5/16/2022	Question Period Deadline
5/23/2022	Addenda Due
6/10/2022	Proposals Due by 3:00PM EST & Opened Immediately after 3:00PM EST
6/13/2022-6/24/2022	Review & Evaluation of Vendor Proposals
6/27/2022-6/29/2022	Vendor Presentations
6/30/2022	Opening & Evaluation of Cost
6/30/2022-7/8/2022	Negotiation & Contractual Agreement Period
7/8/2022	Target Final Contract

1.6 CONTRACT AND TERM OF AGREEMENT

The successful Vendors shall sign a contract that incorporates the requirements and terms of this RFP, the response to the RFP, and the negotiated and agreed upon terms between the Vendors and West Virginia State University. The initial term of this agreement shall be for five (5) years, commencing on August 1, 2022 and continuing until July 31, 2027. At the sole discretion of the University, a request for renewal shall be delivered thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. Contract renewals shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified, renewal of the contract is limited to five (5) successive one (1) year periods. Automatic renewal of this contract is prohibited.

The University will reserve the right to early termination of the contract under terms to be negotiated, including but not limited to a Funding Out clause.

All applicable federal laws, state laws, county, local and municipal ordinances, bylaws, and the orders, rules and regulations of all authorities having jurisdiction over this work shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though written out in full.

1.7 INQUIRIES

Communications with employees of West Virginia State University concerning this request, either by the proposer or on their behalf, except as specified below would not be appropriate during the submission and selection processes.

Failure to comply with this requirement may disqualify a proposer.

All inquiries concerning this request shall be submitted in writing to:

West Virginia State University
Business & Finance
PO BOX 368
Institute, WV 25112-0368
Attn: Justin T. McAllister,
AVP for Business and Finance
Purchasing@wvstate.edu

Vendors shall consider the AVP for Business and Finance as the first and primary point of contact on all matters related to the procedures associated with this RFP. If additional information is needed from any source, the AVP will work with the vendor and the various offices of the University to gather that information. Failure to abide by this requirement may result in disqualification in solicitation.

Business & Finance can also be reached by:
Telephone: (304) 204-4098

But no substantive information will be provided to vendors verbally or on an individualized basis.

1.8 INTERPRETATION, CORRECTIONS, OR CHANGES IN RFP

Any interpretation, correction or change in the RFP will be made by formal addendum by the University. Interpretation, corrections, or changes to the RFP allegedly made in any other manner will not be binding, and no proposer may rely upon any such interpretation, correction or change.

1.9 MODIFICATION OR WITHDRAWAL OF PROPOSAL

At any time prior to the specified time and date set for receipt of proposals, a proposal submitted may be modified or withdrawn by notice to the party receiving proposals at the place designated for receipt of proposals. Such notice shall be in writing over the signature of the proposer with authority as set forth under paragraph 1.2 above and shall be received prior to the designated time and date for receipt of proposals. A modification shall be worded so as not to reveal the amount of the original proposal.

1.10 ERASURES AND INTERLINEATIONS

Erasures, interlineations, or other changes in the proposal must be initialed by the person(s) signing the proposal.

1.11 ACKNOWLEDGMENT OF AMENDMENTS OF RFP

Receipt of an addendum to this RFP must be acknowledged by a proposer on the Proposer Response Certificate (Attachment A).

1.12 NON-FUNDING

All service performed or goods delivered under this contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise available for these services or goods, in the event of a Funding Out condition, West Virginia State University will provide as much notice to vendor as is reasonably viable, and then this Purchase Order/Contract becomes void and of no effect after June 30.

1.13 TAX EXEMPTION

West Virginia State University and its Governing Board are exempt from federal and state taxes and will not pay or reimburse such taxes. Vendors may be subject to local as well as state and federal taxes and must exercise due diligence in incorporating all applicable taxes into the financial model.

1.14 REJECTION OF PROPOSALS

The University expressly reserves the right to reject any or all proposals, reissue a Request for Proposals, and to waive informalities, or minor irregularities and discrepancies. Offers may be rejected for any of the following reasons:

- A. Failure to meet the mandatory specifications and requirements;
- B. Failure to respond in a timely fashion to a request for additional information or data;
- C. Failure to supply appropriate and favorable client references;
- D. Financial instability of firm submitting the proposal;
- E. Failure of the firm to successfully negotiate a contract, if applicable;
- F. Submitting an incomplete Financial Proposal page;
- G. Submitting a proposal that is not signed; or
- H. Failure to demonstrate that the Vendor is qualified to carry out the obligations of the contract and to implement and support the work specified herein.

1.15 FINANCIAL PROPOSAL

The offer in the Financial Proposal must include all services charges, costs, and commissions. No allowance will be made at a later date for additional charges due to the Vendor's omission. In addition, all Vendors must hold their proposal prices for 120 days after the proposal submittal date.

The University will continue, throughout the term of the Services herein, to establish the Board Plan rates for each fiscal year. Typically, the University would negotiate possible changes in Board Plans in late fall and winter with Vendor, would have a brief period of internal University review in later winter, and would propose Board Plan changes to the governing board for final approval early each spring, to be effective the following July 1.

The University will bill students and collect Board Plan payments from students. The University anticipates remission of Board Plan revenues to the Vendor in the amount of the offered daily rate per plan on an installment schedule to be negotiated.

1.16 AWARD OF CONTRACT

The award shall be made by the University to the responsible vendor whose proposal will be most advantageous to the University with respect to Financial Proposal, conformance to the specifications, quality and other factors as evaluated by the University.

The initial offer should contain the Vendor's best terms from a financial and technical standpoint.

1.17 TRADE SECRETS

If the response contains any trade secrets that should not be disclosed to the public or used by the University for any purpose other than evaluation of your proposal, the top of each sheet of such information must be marked with the following legend:

"CONFIDENTIAL INFORMATION"

All information submitted as part of the proposal must be open to public inspection (except items marked as trade secrets and considered trade secrets pursuant to the State of West Virginia laws after the award has been made). Should a request be made of the University for information that has been designated as confidential by the Vendor and, on the basis of that designation the University denies the request for information, the Vendor may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

1.18 PAYMENTS

Payments by the University for any amount to a vendor may only be made after the delivery and acceptance of goods or services.

1.19 MANDATORY PRE-BID MEETING

DATE: 05/10/2022

TIME: 9:00 A.M. – 12:00 P.M.

LOCATION: Wilsons Student Union - Room 134

- a. Each proposer is limited to five (5) representatives.
- b. Proposers who arrive late will not be permitted to attend the mandatory meeting, the mandatory site visit, sign the sign-in sheet or submit a proposal.
- c. The mandatory site visit will be conducted immediately after the mandatory meeting.
- d. Addenda or supplemental information subsequent to the mandatory meeting will only be sent to those who attended the mandatory meeting, the mandatory site visit, and signed the "sign-in-sheet."

- e. All questions asked during the meeting should still be submitted in writing. Questions asked and answered during the meeting will not be provide in an addendum
- f. Proposals will only be accepted from those who attended the mandatory meeting, the mandatory site visit, and signed the “sign-in-sheet”.
- g. Proposals received by proposers who did not attend the mandatory meeting, the mandatory site visit and/or sign the sign-in sheet, will be returned to the proposer unopened.

1.20 INSURANCE REQUIREMENTS

The Vendor shall maintain in force at all times during the term of the contract, such insurance that will be with an insurance carrier licensed to do business in the State of West Virginia, acceptable to the University, and is a required component of the contract:

- a) Workers’ compensation insurance sufficient under the laws of the state of West Virginia to cover all Vendor employees working on West Virginia State’s campus or otherwise fulfilling Vendor’s obligations under this Agreement. An alternate employer’s endorsement must be added to include West Virginia State University as a location where the Vendor is operating.
- b) Comprehensive General Liability in combination with excess insurance, and Property Insurance in the combined single limit of not less than ten million dollars (\$10,000,000.00), including, but not limited to, Personal Injury Liability, Bodily Injury, Broad Form Property Damage Liability, Blanket Contractual Liability, and Products Liability, including food borne illness covering only the operations and activities of the Proposer under this Agreement.
- c) Broad form auto liability in the minimum amounts of one million dollars (\$1,000,000.00), with coverage for all autos owned and non-owned.
The umbrella limits must also be excess of the auto liability coverage.
- d) West Virginia State shall be a named additional insured on the liability policies with right of notice of any cancellation.

At the time this contract is made, the Vendor shall provide the University with evidence of payment in full of the above insurance coverage throughout the entire

term of this contract. Any request for extension of time for this contract shall also include evidence of payment in full of the above insurance coverage through the entire term of the extension of term for this contract.

The Vendor shall furnish the University with a certificate of insurance as evidence of the required coverage and name the University as an additional insured. In the event that the Vendor's insurance is terminated, the Vendor shall immediately obtain other coverage; any lack of insurance shall be grounds for immediate termination of the contract.

1.21 CONFLICT OF INTEREST

The Vendor shall provide full disclosure of any financial interest or agreements that may foreseeably allow the Vendor to materially benefit from the adoption of any recommendations. Additionally, the Vendor may not utilize any information not a matter of public record which is received by reason of this Contract, for pecuniary gain not contemplated by the terms of this Contract, regardless of whether the Vendor is or is not under contract at the time such gain is realized. The University's specific information contained in the report, survey or other product developed by the Vendor pursuant to this Contract is the property of West Virginia State University and shall not be used in any manner by the Vendor unless authorized by the University.

1.22 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information which are designated confidential by the University and not otherwise subject to disclosure, and made available to the Vendor in order to carry out this Contract, or which become available to the Vendor in carrying out this Contract, shall be protected by the Vendor using the same level of care in preventing unauthorized disclosure or use of the confidential information that the Vendor takes to protect its own information of a similar nature, but in no event, less than reasonable care. The Vendor shall not be required under the provision of this clause to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Vendor's possession, is independently developed by the Vendor outside the scope of this Contract, or is rightfully obtained from third parties.

Vendor shall agree to abide by the Family Education Rights and Privacy Act of 1974 ("FERPA) including FERPA's limitations on re-disclosure as set forth in 34 C.F.R § 99.33(a)(2). Vendor shall not make any use of any student information for any purpose outside the scope of services provided for herein, unless otherwise expressly authorized by the University.

Vendor shall, as applicable, meet the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, as amended, together with all applicable related federal regulations, to safeguard the confidentiality of any medical information of any person which Vendor may obtain in conjunction with the services

SECTION 2-INSTRUCTIONS FOR PREPARING PROPOSAL

2.1 GENERAL

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in paragraph 2.2, RFP Response Outline. Paragraph 2.2 outlines the minimum requirements and packaging for the preparation and presentation of a response. Failure to include all the documents may render the proposal non-responsive and the offer may be rejected. The proposal should be specific and complete in every detail, prepared in a simple and straightforward manner.

Proposers are expected to examine the entire Request for Proposal, including all specifications, standard provisions and instructions. Failure to do so will be at the proposer's risk. Each proposer shall furnish the information required by the invitation. It is required that proposal entries be typewritten. Periods of time, stated in number of days, in this request or in the proposer's response, shall be in calendar days. Provide the most information provided for each item identified below.

2.2 RFP RESPONSE OUTLINE

- A. Response Sheet: The Proposer Response Certification, Attachment A, shall be attached to the front of the proposal and shall contain proposer's certification of the submission. It shall be signed by an official who has full authority to enter into a contract.
- B. Firm's Qualifications and Relevant Experience (Attachment B): All services furnished under this contract shall be from firms that have performed contracted food services for at least ten (10) years and have a history of successful foodservice operations in the Higher Education market at institutions of a similar size and scope to West Virginia State University. Failure to provide such proof may result in the firm being determined to be non-responsive and not eligible for award.

Provide detailed information about the following items relating to the firm's qualifications and relevant experience. If the firm is a national company, provide information for local, regional, and national offices that would be serving

the University. The vendor's response should not exceed 300 pages.

The following information is to be provided:

1. Describe the company, its history, corporate structure, and chain of ownership of the company to the ultimate parent corporation, and all subsidiaries. Include the number of years your company has provided higher education residential dining, retail dining, and catering services.
2. Describe what distinguishes your company in helping Universities achieve their service goals.
3. Provide a list of current higher education client accounts in the following states: West Virginia, Pennsylvania, Maryland, Virginia, and Kentucky, and the sales dollar volume of each account. Include contact name and phone number and length of service at each account.
4. Provide a listing of all higher education accounts currently under contract with your company.
5. Provide a list of higher education accounts your company has acquired over the past three years. Include contact name and phone number, and date the account was acquired.
6. Provide a list of higher education accounts your company has lost or otherwise separated from (early termination or non-renewal) over the past three years. Include contact name and phone number, length of service at each account and the reason for loss.
7. Disclose the company's liability insurance and the ability of the company to shield the University from claims relating to foodservice operations.
8. List all vendors the company intends to utilize on the University campus, the length and nature of those vendors' relationship to the company, and those vendors' ability to shield the University from litigation.
9. Provide information about the firm's business and customer service philosophy.

10. Is there any pending litigation against your firm which could reasonably jeopardize your execution of this contract? If so, please describe.
 11. Are there any significant changes expected in your firm's client base or company operations that would affect your firm's ability to provide services to the University?
- C. Firm Organization Chart and Regional and National Management and Administrative Support Along with Proposed West Virginia State University Management Organization Chart (Attachment C):
1. Describe the firm's administrative management structure listing key personnel at regional and national levels that will be supporting the University's contracted food service operation and information regarding the qualifications of those individuals. Information for each person shall include their educational background, certifications, and work experience with the proposing firm, as well as any positions with prior employers. The chart shall include enough detail to show how the organizational placement of service personnel will support the University's contracted food service operations. Provide an explanation of the relationship of corporate support personnel such as District Manager and Regional Managers, who will have the responsibility for the University's account.
 2. Detail your firm's ability to commit required staff personnel and other resources for a responsible supporting management structure and transition. Include a statement of the Firm's management philosophy describing training programs and commitment to quality controls. Also, describe any training programs relating to personnel involved in any way with campus operations.
 3. Proposer's Corporate Organizational Chart above Unit level including key support staff such as marketing, culinary, nutrition, training, and other support needs for the University and how those resources can be used by the University on a continual basis.

4. Campus Dining Management Organizational Chart with identified positions and proposed candidates including current Dining Services managers.
- D. West Virginia State Dining Services Staffing Plan (Attachment D): Personnel that will staff the foodservice operations are an important part of the contract.
1. Provide a description about how your firm retains good employees or minimizes turnover of personnel. Include information about the wage structure, benefits packages, and other incentives used to retain good employees.
 2. Detailed information on employee benefits.
 3. Recruitment strategies for student employees.
 4. Information about career opportunities for student employees.
- E. Transition Plan and Schedule (Attachment E): Proposer to provide a transition plan and transition schedule including employee training before and after contract execution.
- F. Financial Response (Attachment F): **Attachment F and all other Financial Responses should be submitted with the original proposal in a separate, sealed envelope.** Proposer to provide a cost proposal for dining services using Appendix B for base comparison of 1,000 students and further provide cost proposals on a sliding scale from 1,500 to 250 students. Proposal should also include commission to be paid to the University for cash sale business and catering services. The financial response should also include the amount of upfront and ongoing capital investment the vendor is willing to extend for initial and future renovations to foodservice operations. The proposal should outline the amortization method used and amortization timeline. The proposer should identify any specific financial support pledged to the University such as scholarship contributions or client directed flexible spending accounts for student services or catering needs. The vendor will develop and set forth in their response a Presidential Catering Fund workther no less than \$10,000 annually to be spent at the President's Office discretion. The vendor should provide any additional details as it relates to this Presidential Catering Fund in the response.

The University currently receives the following:

- Annual Unrestricted Contributions
- Annual Scholarship Contributions
- Annual Repair and Maintenance Contributions
- Annual University Catering Allowance
- Resident Assistant Meal Plans (If the vendor proposes this, it should be on a per semester basis.)
- Meal Plan Scholarships (If the vendor proposes this, it should be on a per semester basis.)
- Annual Complimentary Meals
- Annual Complimentary Picnic

G. Financial Capital Investment: Indicate the amount of upfront capital investment the vendor is willing to extend to the University for renovations to current and future operations. Identify how the investment will be amortized by the company.

H. Meal Plans and Menus (Attachment G): Information regarding the proposed meal plans and menus regarding specific events and areas.

1. The vendor should identify realistic and desirable changes to residential and voluntary meal plans including rates and policies that may be instituted in fiscal year 2022. Express how these changes will benefit the University and its students and grow meal plan participation and residential occupancy and retention and improve the University's competitive position within the region.
2. The vendor should submit proposed menus for each dining location. The menu should include a variety of quality foods and drinks for the students to choose from.
3. The vendor should propose new and innovative ways for students to have dining experiences. i.e. build-your-own, mobile ordering, micro markets, ect.
4. The vendor should submit suggested hours of operation for each dining location. Based on unsatisfactory student feedback of the current hours of operation, the university looks forward to alternative ideas on operational schedules. In general the University does not look for a receding of existing service hours or menu width in a contract.

5. The vendor should identify the ability to support meal plan needs of Resident Staff and other key University support staff.
6. The vendor should submit proposed menus, with nutritional information and pricing, and suggested hours of operation for each retail dining operation and how those proposed programs will fit the various niche tastes and nutritional needs of the University community and its various constituencies.
7. The University currently and has traditionally had "Soul Food Wednesday" and "Fish Friday". The vendor should propose how these traditions will be incorporated into their offerings.
8. The vendor should propose an "Employee Meal Plan" Option including payroll deduction.
9. The proposer should submit a catering menu with pricing along with general operational policies that will govern departmental operation. A plan to grow external sales should accompany this piece of the submission. Express and "no frills" catering ideas for student groups should be identified as potential ways to serve the campus.
10. The proposer should identify how it will support the needs of West Virginia State University student athletes including training table (early arrival) per meal rates, pre-game meals, and sideline support.
11. The proposer should submit a proposed Catering Guide with prices to be used upon commencement of a contract with the proposer. The proposer should hold a liquor license for catering events, and describe the vision, benefits to the University. Please note, all University policies regarding alcohol must be adhered to.
12. The proposer should submit ideas and best practices to work with Conference Services and University guests to grow Conference Services sales and guest satisfaction. This should include any value-added

services the company can provide that help sell the University via national sales support infrastructure.

13. Nutritional Support: The proposer must demonstrate the capability to meet the emerging dietary needs of the overall campus populations as well as special needs populations with special dietary needs. The proposer should provide the following:

- a. Complete nutritional analysis for menus offered and provide information to customers in an easily accessed format desired by today's students (including social media and information accessible by remote devices).
- b. Identify programs within operations that address the desire to have access to "clean foods" and food that meet caloric and dietary needs of students while avoiding harmful ingredients and/or allergens for certain patrons.
- c. Demonstrate how regional and corporate support for menu and recipe development can be realized as a benefit at the University level.
- d. Demonstrate training programs that can be put in place to make dining services staff good ambassadors of the offered products on campus.

I. The University desires the vendor to provide its vision for a food pantry for the University and describe the operational details, support, marketing, and University and Community partnership.

J. Facility and Equipment (Attachment H): Provide a vision for facility improvements and suggestions for interior design changes, additions, etc.

K. Technology and Marketing Plan (Attachment I): Proposed marketing plan for University. Provide a vision for the technology offerings for marketing and communications as well as how technology is reviewed, updated, and modernized. The University would like the vendor to include in their proposal options such as:

- Mobile Ordering
- Mobile Pay
- Mobile App including daily menu and hours

- Other technology that enhances the student experience.
 - 1. Sales strategies for meal plans and retail
 - 2. Special event calendar for residential dining
 - 3. Promotions calendar for retail dining
 - 4. Strategy for incorporating the community
- L. Reporting (Attachment J): Describe the reports and data that will be provided to the University to determine compliance with the contract. Provide a sample period statement that would be provided to the University. Include representative information that would be provided monthly, operating period, and annually on these statements. Demonstrate how information for sales and commissions generated will be reported. Include a sample progress report that will be used to measure the level of achievement of goals and strategies set forth in the annual operating plan. Submit an example of the Operating Profit and Loss Statement and Operating Report.
- M. Financial Stability (Attachment K): Please provide independently audited financial statements for the three most recent complete fiscal years.
- N. Sample Contract (Attachment L): Provide a sample copy of any contract, service level agreement, or other agreement.
- O. Purchasing Affidavit (Attachment M): This form is used to certify that Proposers do not owe any debts to the State of West Virginia which would preclude them from receiving a contract.
- P. Agreement Addendum (Attachment N): This form amends any terms submitted in the proposal that would conflict with the State of West Virginia Terms and Conditions.

SECTION 3-TECHNICAL SPECIFICATIONS

3.1 INTRODUCTION

West Virginia State University is requesting proposals from qualified vendors to provide contracted dining services to the University. These services include the campus cafeteria, the “Gwendolyn C. Goldston Dining Hall” and other retail food locations on campus. In addition to these operations, the foodservice partner will provide campus-wide catering service, special event concessions, and dining services to on-campus conference patrons, as well as becoming a valuable ambassador for the University’s guests and partner in serving the students of the University.

3.2 UNIVERSITY BACKGROUND AND CURRENT ENVIRONMENT

West Virginia State University was founded under the provisions of the Second Morrill Act of 1890 to provide education to African Americans in agriculture and the mechanical arts. Like many other states at that time, West Virginia maintained a segregated education system. On March 17, 1891, the Legislature passed a bill creating the West Virginia Colored Institute to be located in the Kanawha Valley.

In 1915 the West Virginia Collegiate Institute began offering college degrees. Under the leadership of President John W. Davis, the academic programs were expanded and new buildings were constructed; in 1927 the Institute was accredited by the North Central Association and in 1929 it became West Virginia State College.

After the 1954 United States Supreme Court historic decision of Brown v. Board of Education outlawed school segregation, West Virginia State College (WVSC) evolved into a fully accessible, racially integrated, and multigenerational institution. Also, at that time, land-grant status was transferred to West Virginia University due to a decision of the West Virginia Board of Education. WVSC was the only 1890 institution to have its land grant status transferred. Following a twelve year effort by WVSC's Ninth President, Dr. Hazo W. Carter, Jr., the college's land-grant status was fully restored in 2001 by an Act of Congress under the leadership of Senator Robert C. Byrd.

West Virginia State University's Board of Governors consists of 12 members. Nine are appointed by West Virginia's Governor with consent of the West Virginia State Senate. Three members are elected from campus constituent groups: Faculty, Students and Staff. The Board of Governors employs and supervises the President, and is responsible for policy oversight involving financial, business and educational affairs and decisions of the University. With clear lines of authority, the Board relies on the President and his staff to perform all operations of the University. The Board approves long range plans, University policies, ensures financial solvency, and assists in maintaining the relationship between the University and the public it serves.

The Board is also responsible for protecting and preserving the assets of the University and it works with the West Virginia Higher Education Policy Commission, the State's regulatory body for all 4 year institutions.

West Virginia State is now a public, non-profit, land-grant academic institution whose enrollment is approximately 3,000 students. WVSU had approximately 1,400 full time undergraduate students (those taking at least 12 hours' coursework) of which approximately 900 were commuter students for Fall 2021.

Residence halls have a capacity of about 700 students of which approximately 450 were occupied in the Fall 2021 semester. All students living in a dorm unit are required to have the full meal plan. Historically the University experiences a 10% drop in enrollment in the spring semester. The University has approximately 275 faculty and staff.

In Fiscal Year 2021 (July 1, 2019 through June 30, 2020), banquet and catering sales were approximately \$10,000, and in Fiscal Year 2019, (July 1 2018 through June 30, 2019) the last full year prior to the COVID pandemic those sales were approximately \$43,000.

West Virginia State currently contracts with Thompson Hospitality and the current establishments and descriptions are identified below:

A. DINING

1. Residential Dining

The Gwendolyn C. Goldston Dining Hall is located on the main floor of the James C. Wilson University Union. This is an "all you care to eat" facility. The Dining Hall is the core of the University's dining services to resident students. The Dining Hall currently serves breakfast, continental breakfast, lunch, lite lunch and dinner and operates on a brunch/dinner schedule over the weekend. The cafeteria includes five additional catering areas.

2. Retail Dining

Thompson Hospitality currently operates three retail dining locations on campus. Two retail locations are on the main floor of the James C. Wilson University Union offering sandwiches, salads, and wraps made with a wide variety of meats, cheeses, vegetables, and toppings as well as burgers. A Mobile Food Truck is operated around campus and during events to serve the needs of the students, guests, and community. Additionally, in Keith Scholar's Hall (one of two resident's halls online) operates a Café, serving a limited Starbucks menu and grab-n-go items.

B. CATERING

Dining Services assists with the University in serving guests at a variety of catered events. Catering food production typically is completed on the University campus, and occasionally off site throughout the neighboring communities. The vendor will develop and set forth in their response a Presidential Catering Fund workther no less than \$10,000 annually to be spent at the President's Office discretion. The vendor should provide any additional details as it relates to this Presidential Catering Fund in the response.

C. CURRENT HOURS OF OPERATION

Gwendolyn C. Goldston Dining Hall

Monday - Friday

- Breakfast 7:30 a.m. – 9:30 a.m.
- Continental Breakfast 9:30 a.m. – 10:30 a.m.
- Lunch 11:30 – a.m. – 1:30 p.m.
- Lite Lunch 1:30 p.m. – 2:30 p.m.
- Dinner 5:00 p.m. – 7:00 p.m.

Saturday – Sunday & Holidays

- Brunch 10:45 a.m. – 12:15 p.m.
- Dinner 4:30 p.m. – 6:00 p.m.

Chop'd & Wrap'd

Monday – Friday (Rotating Schedule)

- 11:00 a.m. – 10:00 p.m.
- 11:00 a.m. – 5:00 p.m.

BRB

Monday – Friday (Rotating Schedule)

- 11:00 a.m. – 10:00 p.m.
- 11:00 a.m. – 5:00 p.m.

Dr. William F. Pickard Café

Monday – Friday

- 8:00 a.m. – 11:00 p.m.

3.3 SCOPE OF SERVICES

West Virginia State University seeks a dining services partner to provide a variety of food options to meet the needs and demands of our students, faculty, staff, guests, and community. West Virginia State is committed to providing a high level of customer service, satisfaction, and preeminent value to our patrons. Based on unsatisfactory student feedback of the current hours of operation, the university looks forward to alternative ideas on operational schedules. In general the University does not look for a receding of existing service hours or menu width in a contract.

The intent of the University is that the food service operation will:

- Improve student retention through increased satisfaction,
- Compliment and encourage on-campus living by providing an attractive dining service;
- Provide quality and flexible offerings for commuter students, encouraging voluntary meal plan purchases;
- Be distinguished by very high satisfaction levels among students, faculty, staff, the University's guests, and the community in order to be a valuable asset in attracting students within the recruiting region;
- Increase the volume of food service business on campus from both meal plans and retail dining;
- Provide convenient options to our students and stakeholders that serve their lives;
- Provide services that meet the individual needs of students with restricted dietary needs;
- Provide a flexible, stable base upon which to build an improved program with greater flexibility and responsiveness to emerging student tastes;
- Provide catering that satisfies both student organizations as well as high end needs of the University and be a valued ambassador of the institution;
- Recognize and use local producers and suppliers when and where possible.

3.6 GENERAL INFORMATION

- A. The base contract will include the board plan and retail operations at. The contract will also include campus wide catering, and conference services. Board rates for Fiscal Year 2023 will have been set by contract execution, and the winning vendor will need to accept those rates in year one, or discount the rate. Given the nature of occupancy over the

past several years the intent is to keep cost increases to a minimum until historical residential occupancy is achieved.

The vendor should propose and provide details and any pricing as it relates to concessions. The University reserves the right to exclude concessions from the award of this contract.

- B. Supervision: The University reserves all rights of supervision of its food service facilities including the daily operation, with respect to costs, quality and method of service, safety, sanitation and maintenance of facilities. The University reserves the right to make, from time to time, reasonable regulations with regard to all such matters, and Vendor shall agree to comply with such authorized regulations. West Virginia State University shall have full right to access to all portions of the food service facilities at any and all times and particularly for emergency purposes.
- C. Inspection of Operations: The University has the right, at any time, to inspect, evaluate and request changes in the operation and condition of the Vendor's services and responsibilities under the contract, including without limitation, with respect to the quality, quantity, and production of all food items, the hours, service, and prices, and generally with respect to the safety, sanitation, and maintenance of the facilities and equipment, all of which shall be maintained at levels satisfactory to the University. The inspections and evaluations shall be conducted so as not to interfere with the normal operations of the Vendor's food service functions.
- D. The Vendor may provide satellite locations on campus or sub-contract for fast food service with the written approval of the University.

3.7 OPERATIONAL SUPPORT FOR A DYNAMIC HIGHER EDUCATION DINING SERVICE PROGRAM

- A. While food grades by product will not be listed in this document, the potential proposer should demonstrate procurement programs and processes that support a high quality, attractive, and satisfying dining program that will be a competitive advantage for the University in attracting and retaining students and hosting campus guests. For example, canned items should be held to a minimum and fresh produce

and proteins should be used whenever possible. Where financially practical, local sources should be used and featured. The vendor should insure that all served products are being procured from reputable vendors who package and produce in safe, code compliant, and ethical manner.

- B. The vendor should identify suggested changes to residential and voluntary meal plans including rates and policies that may be instituted in Fiscal Year 2023 and beyond. All suggested changes should be provided with an implementation plan.
- C. The vendor should propose an “Employee Meal Plan” Option including payroll deduction.
- D. The vendor should provide its vision for a food pantry at the University including operational, support, marketing, and partnership details

3.8 MANAGEMENT AND STAFF

The proposer should identify how the onsite management and staff can support the University’s mission and become successful intrinsic partners in shaping and achieving its ongoing goals.

- A. The proposer’s on-site (University) management team must share among themselves an appropriate amount of professional training, experience, interpersonal characteristics, and public relations skills to provide the expertise required for a contract board, catering, and retail dining services of high quality. The management team shall consist of a full-time director and as many full-time management and supervisory personnel as deemed necessary. There shall be management staff on duty and in attendance during all meals, special dinners and catered events.
- B. The University shall have the right to interview proposed candidates for all management position(s) and concur with the Vendor’s final recommendation before an appointment is made. The University reserves the right to reject any site management candidate without cause.
- C. The management team shall continue serving the University as long as their performance is acceptable. Management positions shall not be changed at the discretion of the Vendor in less than two-year intervals unless mutually agreed upon

between the University and the Vendor with thirty (30) days advance notice provided to the University. The University firmly believes that management consistency is critical to a successful program.

D. A district manager shall be assigned specifically to oversee the account. It is expected that the district manager will visit the University a minimum of twice a semester unless otherwise agreed to in writing. The date of the next visit shall be set at the conclusion of each visit. The University expects the district office staff responsibilities to include, but not be limited to the following:

1. Performance of routine reviews and operations inspections;
2. Submission of quarterly reports to the University addressing issues that affect the efficiency of the operations, security, services, food, sanitation and any other relevant topics and including adequate back-up data and recommendations for improving the situation;
3. Establishment of reasonable performance standards for employees, managers, and supervisors with periodic discussions or meetings with individuals to assist them in achieving the standards;
4. Consult with University on current and future trends in the foodservice industry and propose and/or initiate new programs provided by the Vendor;
5. Support nutritional, dietary, and culinary production needs of the University;
6. Fill staff vacancies as necessary;
7. Act with full authority on the Vendor's behalf on any matters pertaining to the specifications of the Contract.

E. The Vendor shall maintain an adequate staff on duty at the University at all times to ensure a quality food service operation. In order to maintain a high quality of service, the Vendor shall be responsible for providing expert personnel for administration and supervision, marketing, menu planning and dietetics, production purchasing, service, sanitation and

equipment consulting both at the University and corporate levels.

- F. The Vendor shall be physically and financially responsible for complying with all applicable federal, state and local laws and regulations regarding the employment, compensation and payment of Vendor personnel. This includes unemployment insurance, worker's compensation, and other taxes, health examination, permits and licenses. The Vendor's staff will comply with all West Virginia State University staff personal conduct expectations.
- G. Delineate how students can be recruited and successfully incorporated into the service team. Show programs that give student employees career opportunities upon graduation.

3.9 QUALITY ASSURANCE, SAFETY, AND SANITATION

The proposer should demonstrate the highest levels of professionalism and proficiency in delivering a safe service environment for customers and staff while operating campus foodservice locations.

- A. The Vendor will offer a demonstrated process by which service, food preparation, and facility maintenance will be conducted in a safe and sanitary manner that is in compliance with all local, University, state, and federal codes.
- B. A majority of management staff should be ServSafe certified. The Vendor should provide a source of ongoing foodservice safety training whereby staff can easily get certified and recertified.
- C. The Vendor should demonstrate how ServSafe and local food code compliance is blended into programs in an ongoing way. What staff at regional and corporate levels can support ongoing food service safety training.
- D. The Vendor should identify processes in training to reduce accidents for employees and guests within the operations it supports.

3.10 MARKETING

The awarded vendor must be a valuable partner in identifying ways to successfully promote on campus eating for commuters, employees, and visitors, the community, as well as for on campus residents. The awarded vendor should be a valuable partner in achieving the University's goals for recruitment of new students and retention of current students both residential and those who commute.

- A. An annual marketing plan should be developed and presented to the University's identified client each year by August 1 that identifies special events, sales and promotion strategies, and other marketing initiatives the vendor plans to execute for the upcoming year. Develop a customized sample marketing plan for West Virginia State University for this submission.
- B. The awarded vendor will identify ways to grow on campus dining services sales and retail location sales.
- C. The awarded vendor will, in conjunction with the University, review the retail offerings on a regular basis and provide feedback and suggestions for brand refresh.
- D. The awarded vendor will work with the University to develop proposed board plan modifications and price increases each spring for the following fiscal year.
- E. The awarded vendor will be an active partner in promoting the conference services to potential clients.
- F. The awarded vendor will actively promote catering services across campus and to the outlying community.
- G. The awarded vendor will develop marketing collateral that is attractive to our customers and in a format that will generate a response (such as social media and on formats that accommodate multiple mobile device types).
- H. The awarded vendor will utilize updated technology offerings for marketing and communications and will be responsible for continual review and modernization.

The University would like the vendor to include in their proposal options such as:

- Mobile Ordering
- Mobile Pay

- Mobile App including daily menu and hours
 - Other technology that enhances the student experience.
- I. Identify ways in which the awarded vendor will engage with customers both in an ongoing manner (such as food committees) and periodic ways (such as surveys).
- a What are ways the awarded vendor engages with students to insure satisfaction and continual engagement?
 - b How has the client been able to utilize student and stakeholder dining committees to improve service?
 - c How is digital technology accessible via mobile devices being used to capture customer feedback that leads to the development of campus marketing strategies?

3.11 FACILITIES AND SUSTAINABILITY

The awarded vendor shall provide daily housekeeping, cleaning, preventative maintenance, and sanitation service which includes necessary commercial equipment and supplies for all assigned food service areas. In addition, the awarded vendor will maintain the dining service areas clean throughout the service hours to include wiping down tables, cleaning spills, emptying trash, and keeping areas neat. The facilities that require this care shall include, but not be limited to, production and serving areas, dining rooms, snack bars, delis, bakeries, refrigerators, freezers, receiving (dock area) and storage, trash and garbage, employee lockers and restrooms, offices, hallways and stairs used exclusively by the awarded vendor.

- A. The vendor must comply with all local, state, and federal laws while maintaining the required sanitation levels across campus. Responses should include corporate best practices in complying with OSHA, food code, and other common standards.
- B. Responses should include typical maintenance schedules for equipment and mechanical infrastructure such as exhaust systems and hoods.
- C. The awarded vendor should demonstrate ongoing best practices for recycling and other sustainable practices.

- a. What sustainable practices are in place regarding use of local foods and programs that incentivize sustainable harvesting practices?
- D. Identify ongoing practices that promote and realize energy conservation.
- E. The University recognizes that the selected Vendor may wish to make renovations to modify the space to internal guidelines. Therefore, the University will consider renovations to any of the Dining Services area, at the expense of the selected Vendor, while ensuring an open, inviting, welcoming, and thriving dining experience. Any proposed renovation specifications and plans will be subject to approval by the Vice President for Business & Finance, the Assistant Vice President for Business & Finance, the Vice President for Student Affair & Enrollment Management, and the Director of Facilities.
- F. The University will provide adequate utilities to the Dining Services areas including water, HVAC, electricity, internet and telephone service. The University does not guarantee an uninterrupted supply of water, electricity, telephone, heat or air conditions. The University will not be liable for any product loss that may result from the interruption or failure of such utility services. The University shall use best efforts in restoring service following interruption. The selected Vendor agrees to conserve utilities and treat all facilities and equipment with prudent care, and to maintain the premises, equipment, and facilities in a condition satisfactory to the University throughout the life of the contract. The selected Vendor shall be responsible for notifying the University, in writing, about needed facility repairs throughout the course of the agreement. The University will make or authorize repairs to the facility. Should a circumstance arise when the selected Vendor is deemed responsible for damage, the University may request that the Vendor pay for the necessary repairs. The Vendor agrees to abide by procedures established and communicated by the University for reporting needed repairs to the facilities operations department.
- G. The awarded vendor is responsible for the control of keys and access cards obtained from the University and for the security of those areas that are to be used by the Vendor's representatives. The Vendor shall be responsible for immediately reporting to the University all of the facts relating to losses incurred in areas used by the Vendor as a result of

break-ins or pilferage. The University facilities management and police department shall have full access to the dining services areas in case of emergency. The Vice President's Offices of Business & Finance and Student Affairs shall have access at all times (notification will be provided if after hours).

- H. The vendor is responsible for purchasing and maintaining the point-of-sale (POS) system utilized and it must be RFID compatible. The University further desires the POS include mobile payment.
- I. The vendor is responsible for maintaining Payment Card Industry (PCI) compliance and data security.
- J. The University desires to own and house any system containing student data, but the vendor will be responsible for maintenance agreements and/or upgrades.

3.12 INITIAL INVENTORY

The University shall provide an initial inventory of expendable and non-expendable supplies and equipment (e.g. china, glassware, flatware, trays and kitchen utensils) necessary for the operation of dining services upon award of the contract (if requested).

- A. The ongoing maintenance and replacement of small ware inventory will be the financial responsibility of the awarded vendor.
- B. Awarded vendor is responsible for the purchase of any new equipment via the initial capital investment offered in the proposal. The awarded vendor shall advise the University of any request for new equipment or replacement of such current equipment that is worn beyond the point for which, if in its opinion, the cost of repairing would exceed that of the purchase of new items. The University shall be responsible for the final decision as to when it will make the investment to replace any equipment.
- C. The awarded vendor will be responsible for procuring any vehicles needed for food transportation. These vehicles must be appropriately registered for on and off campus use and maintained in an acceptable manner to the University.
- D. The University will provide existing levels of office furniture at no charge to the awarded vendor. The vendor shall be responsible for maintenance of such furniture in good condition

and repair, and at the expiration of this contract, surrendering the same to the University in good condition as when received.

3.13 DRAWINGS OF CURRENT LOCATIONS

Drawings will be on display for examination at the Mandatory Pre-Bid Meeting. See Appendix A.

3.14 MEAL PLANS FOR ACADEMIC YEAR 2021-2022

Meal Plans (Per Semester):

Option 1	Premier Late Night	\$ 2,657.00	Dining Dollars (minimum opening balance)	\$160.00
Option 2	Any Fifteen	\$ 2,351.00	Commuter Meal Plan - Returning Students	\$367.00
Option 3	Standard Nineteen	\$ 2,428.00	Commuter Meal Plan - New Students	\$367.00
			Dining (Summer Only) - Per week	\$207.00

Academic Year 2022-2023 Rates are to remain the same as those set forth above.

3.15 CURRENT RETAIL MENUS AND PRICES

Current retail menus and pricing can be viewed at:
<https://www.wvsu-thscampusdining.com/whatsonthemenu>

SECTION 4-EVALUATION CRITERIA

4-1 PROPOSER LIST AND QUALIFICATION EVALUATION

After the established date for receipt of proposals, a listing of Vendors submitting proposals will be prepared, and will be available for public inspection. Proposals will not be opened nor read publicly. Qualifications and proposals submitted by interested Vendors will be reviewed and evaluated based on the evaluation factors set forth in the RFP.

4-2 PROPOSAL CLASSIFICATION

For the purpose of conducting discussions with individual proposers, if required, proposals will initially be classified as:

- A. Acceptable
- B. Potentially Acceptable
- C. Unacceptable

Discussions may be conducted, if required, with any or all of the proposers whose proposals are found acceptable or potentially

acceptable. Vendors whose proposals are unacceptable will be notified promptly. The AVP for Business & Finance will establish procedures and schedules for conducting oral and/or written discussions.

Vendors are advised the University may award a contract on the basis of initial offers received, without discussions; therefore, each initial offer should contain the Vendor's best terms from a cost or price and technical standpoint.

4-3 VENDOR INVESTIGATION

The University will make such investigations as it considers necessary to obtain full information on the vendors selected for discussions.

4-4 FINAL OFFERS AND AWARD OF CONTRACT

Following any discussions with proposers regarding their technical proposals, the committee will rank the final vendors for the project, giving due consideration to the established evaluation criteria. The committee will propose an award to the proposal that is found to be most advantageous to the University, based on the factors set forth in the Request for Proposals.

SECTION 5 - EVALUATION PROCESS/CRITERIA

5-1 EVALUATION PROCESS

West Virginia State University will evaluate all acceptable proposals based on the criteria identified. Proposals that fail to meet one or more of the criteria may be ineligible for award. The University may make any investigations deemed necessary to determine the ability of the firm to provide the work as specified herein.

The solicitation involves a cumulative scoring process through a number of different phases by that evaluation committee. The first phase involves the review of the technical proposal; the next phase is an evaluation of oral presentations at which the vendor will be requested to visit the WVSU Campus and provide a food tasting—notice will be provided; the final phase is the price proposal.

5.2 EVALUATION CRITERIA

The evaluation criteria are listed below:

Technical Proposal (20 Points)

- Relevant experience and qualifications of proposed staff
 - Proposed Management Organizational Chart with identified candidates
 - Proposals will include resumes of at least three qualified candidates for the position of Food Service Director who has committed to accepting the assignment to West Virginia State University, if selected
 - Transition outline and delineated best practices for on-boarding existing staff into vendor culture
- Proposed service schedule, menus, and programs by operation (residential, retail, and catering)
- Vision to provide diverse foodservice menu that includes a variety of high quality food and drink options
- Success strategies that support University goals for new student recruitment and retention
- Vision to partner with key campus stakeholders such as Athletics, Residence Life, and Admissions
- Proposed marketing plan and plan to grow sales across program
- Offering of Staff/Faculty Meal Plans

Demonstrated Experience on Peer Campuses (10 Points)

- Current and past successful experience at comparable peer campuses including impact to recruitment and retention
- Demonstrated success as depicted by client references
- Examples of renovations that brought client visions to fruition with respect to foodservice operations

Vision for Campus Services and Regional and Corporate Support for Campus Operations (20 Points)

- Programs and services to meet the future needs of the campus
- Demonstrated and proposed culinary, nutritional, and marketing support for menu development and employee training
- Specific plan to support students with special dietary needs including programs for performance success
- Vision for Technology use across dining services to enhance student dining experience.

Oral Presentation, Site Visit, and Dining Experience (10 Points)

- Vendor will be requested to be on the WVSU Campus for Oral Presentation
- Vendor will be responsible for providing an example of the student dining experience featuring menu items that students could expect to find in the vendors dining hall.

Financial and Cost Proposal (40 Points Total)

- Cost Containment (10 Points)
 - Proposed menus with retail price
 - Proposed catering menus with price including express value catering targeted to students and staff
 - How vendor programs can keep meal plan costs affordable and price competitive against peer Universities in our region
 - Ability to match current services to University constituencies near current rates and service levels.
- Commissions to University by area of operation (20 Points)
- Financial Investment for future operations. (10 Points)

SECTION 6- GENERAL CONTRACTUAL TERMS AND CONDITIONS

TERMS AND CONDITIONS

1. **ACCEPTANCE:** Vendor shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Vendor are objected to and are hereby rejected, unless otherwise provided for in writing by the Institution and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the WV Higher Education Policy Commission, Council for Community and Technical Education or Governing Board, whichever has jurisdiction pursuant to W. Va. Code, shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Vendor without the Institution's consent.
4. **INSTITUTION:** For the purposes of these Terms and Conditions, the "Institution" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Vendor.
5. **CANCELLATION:** The Institution may cancel any Purchase Order/Contract upon 30 days written notice to the Vendor.
6. **COMPLIANCE:** Vendor shall comply with all federal, state and local laws, regulations and ordinances, if applicable.
7. **DELIVERY:** For exceptions to the delivery date as specified in the Order, the Vendor shall give prior notification and obtain the approval of the Institution. Time is of the essence of this Order and it is subject to termination by the Institution for failure to deliver on time.
8. **DISPUTES:** Disputes arising out of the agreement shall be submitted to the West Virginia Claims Commission.
9. **HOLD HARMLESS:** The Institution will not agree to hold the Vendor or any other party harmless because such agreement is not consistent with state law.
10. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Institution.
11. **NON-FUNDING:** All services performed or goods delivered under this Purchase Order/Contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these service 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.

ATTACHMENT A

PROPOSAL RESPONSE CERTIFICATION

WEST VIRGINIA STATE UNIVERSITY

DATE

The undersigned, as proposer, declares that he/she has read the Request for Proposals and the following proposal is submitted on the basis that the undersigned, the company and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged addenda numbers____to____have been received and were examined as part of the RFP document.

Name of Proposer

Signature of Proposer

Title

Firm Name

Street Address

City, State, Zip

Telephone

Facsimile Number

Email Address

ATTACHMENT B

FIRM'S QUALIFICATIONS AND RELEVANT EXPERIENCE

ATTACHMENT C

FIRM ORGANIZATION CHART AND REGIONAL AND NATIONAL
MANAGEMENT AND ADMINISTRATIVE SUPPORT

ATTACHMENT D

WEST VIRGINIA STATE DINING SERVICES STAFFING PLAN

ATTACHMENT E
TRANSITION PLAN

ATTACHMENT F
FINANCIAL RESPONSE

To Be Submitted in a Sealed Envelope Separately from Proposal
(See Appendix B—Complete and include as part of Attachment F)

ATTACHMENT G

MEAL PLANS AND MENUS

ATTACHMENT H
FACILITY & EQUIPMENT

ATTACHMENT I
MARKETING PLAN

ATTACHMENT J
REPORTING

ATTACHMENT K
FINANCIAL STABILITY

ATTACHMENT L
SAMPLE CONTRACT

ATTACHMENT M
PURCHASING AFFIDAVIT

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 OTHER 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 _____

Purchasing Affidavit (Revised 07/07/2017)

ATTACHMENT N

AGREEMENT ADDENDUM

WV-96
1/1/2019

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

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

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service:

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

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

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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 is 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: _____

Vendor: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

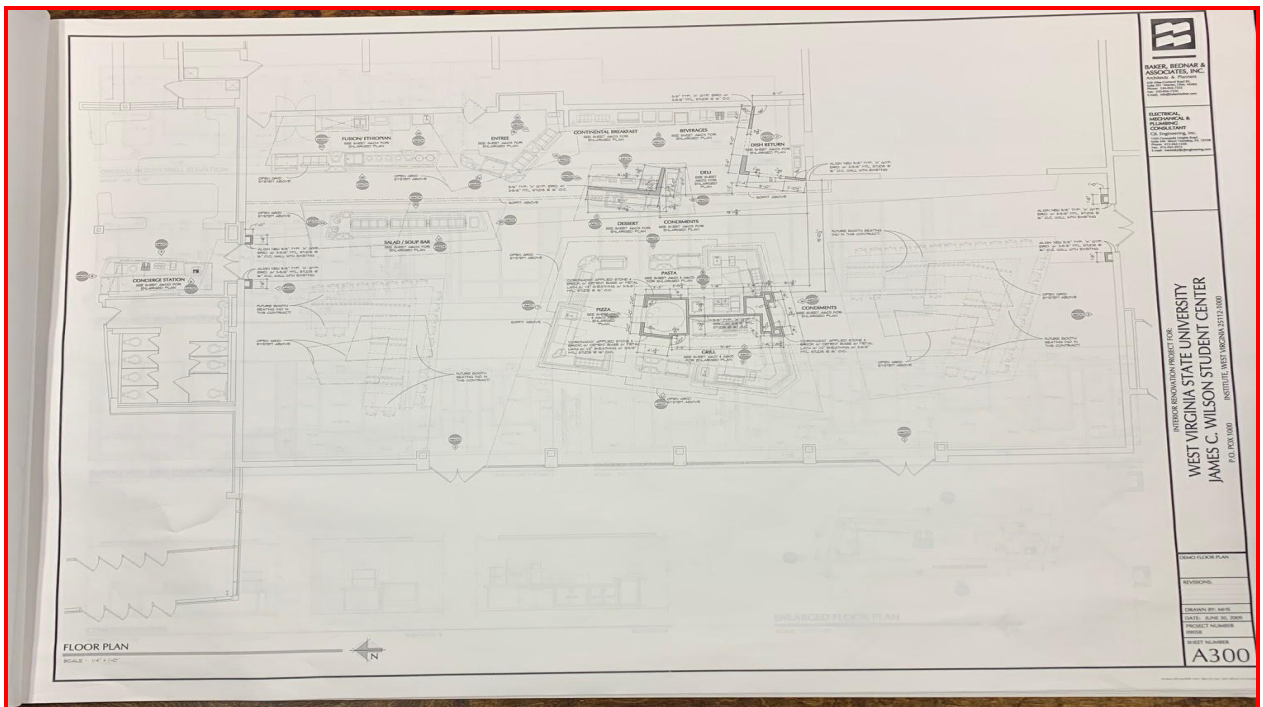
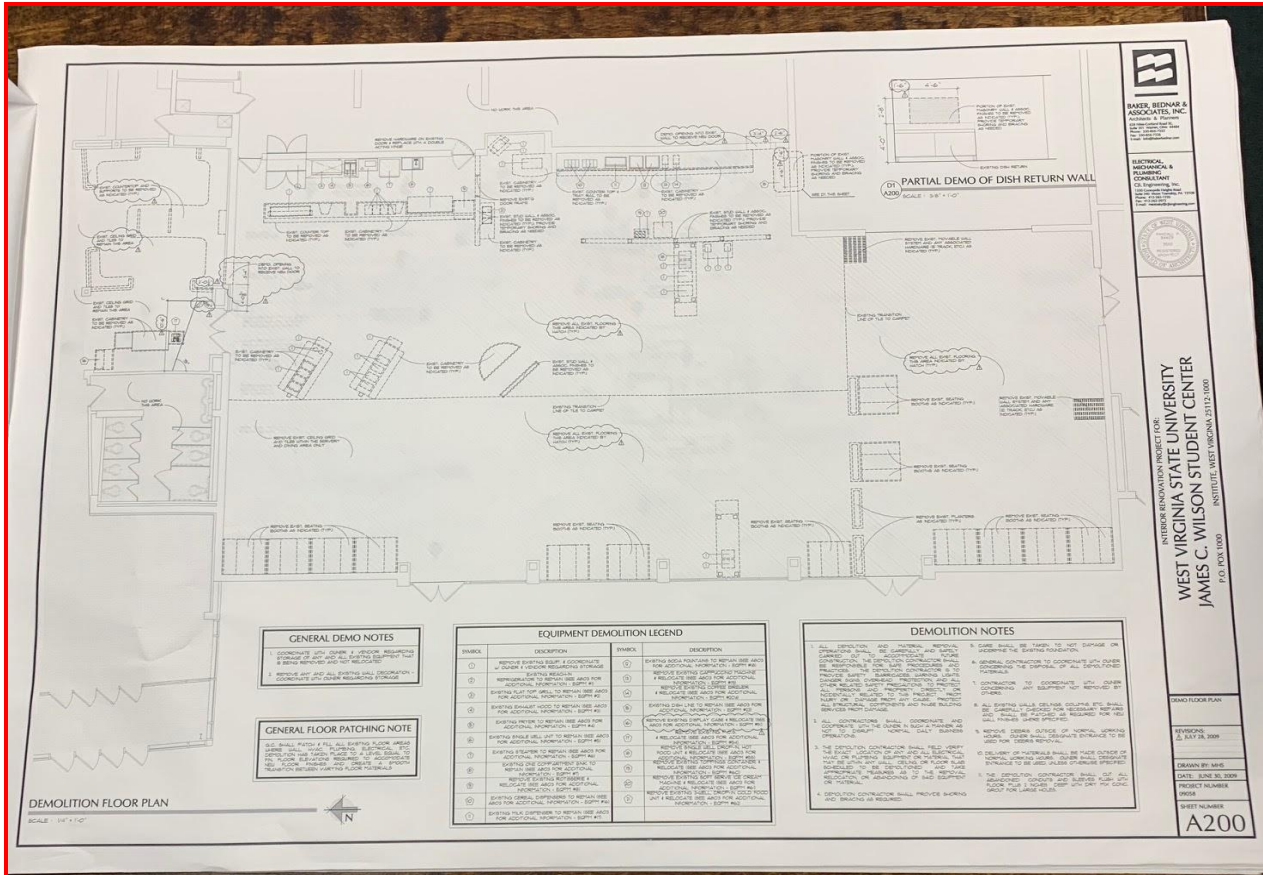
Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A



APPENDIX B

WVSU VENDOR FINANCIAL RESPONSE SHEET

Daily Rates per Plan (\$'s)	2022-2023 Academic Year	2023-2024 Academic Year
Premier with Late Night		
Any Fifteen		
Standard 19		
Mandatory Commuter (New)		N/A
Mandatory Commuter (Returning)		N/A
Summer		
Commuter Meal Plan	N/A	
Flex/Dining Dollars		
Yellow Jacket Dining Dollars		
Faculty/Staff Meal Plan	N/A	
Alternate Plan Proposed A	N/A	
Alternate Plan Proposed B	N/A	
Alternate Plan Proposed C	N/A	
Alternate Plan Proposed D	N/A	

**Annual Meal Plan Rate Increase (%) Beginning in 2024-2025 Academic Year	Not to Exceed _____ % Per Academic Year
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****Vendor should provide details in response on rate increases–**

NOTE: All rate increase are subject to the mutual agreement of the University and the vendor

***Commissions	Rate
Retail Restaurant Sales	
Concessions (If Awarded)	
Food Truck	
Catering	
Flex/Dining Dollars	
Yellow Jacket Dining Dollars	
Other Commissions Offering A (Please Describe)	
Other Commissions Offering B (Please Describe)	
Other Commissions Offering C (Please Describe)	

***Please Describe Commissions in response

Dining Pricing (Non-Meal Plans)	Price
Breakfast	
Lunch	
Dinner	
Brunch	
Premium	

****Investment	
Dining Hall	
Retail (A)	
Retail (B)	
Retail (C)	

Technology	
Equipment	
Other (A)	
Other (B)	
Other (C)	

****Please Describe Investment in response

*****Other Forms of Support	
Scholarships (Annually)	
Unrestricted Contributions (Annually)	
Repairs & Maintenance (Annually)	
University Catering Allowance	
Presidential Catering Fund (Annually) (Minimum \$10,000 Annually)	
Meal Plan Waivers (Per Semester)	
Meal Plan Scholarships (Per Semester)	
Complimentary Meals (Annually)	
Complimentary Picnic (Annually)	
Other (A)	
Other (B)	
Other (C)	

*****Please Describe Forms of Support in response

Value of Non-Cash Support	
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All Non-Cash Support should be detailed in the response.