

REQUEST FOR PROPOSAL

for

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

Issued by:

**West Virginia State University
Business & Finance**

June 2023

1.0 INTRODUCTION

1.1 SCOPE OF WORK

West Virginia State University (WVSU) is seeking proposals from qualified vendors to provide comprehensive dining services for our campus community. We are committed to enhancing the overall dining experience and meeting the diverse culinary needs of our students, faculty, staff, guests, and community. WVSU is committed to providing a high level of customer service, satisfaction, and preeminent value to our patrons.

The areas that must be serviced include the following: the campus cafeteria, multiple retail food locations on campus. In addition to these operations, the vendor must also provide campus-wide catering services, special events, and dining services to on-campus conference patrons.

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;
- 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;
- 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.

1.2 UNIVERSITY BACKGROUND

WVSU 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.

WVSU'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 University is a public, non-profit, HBCU, land-grant academic university located in Institute, WV. WVSU enrollment is approximately 1,500 students. WVSU had 1,230 full time students (those taking at least 12 hours' coursework) of which 950 are commuter students for Fall 2022. Residence halls have a capacity of 700 students of which 450 were occupied in the Fall 2022 semester. All the students living in a dorm unit are required to have the full meal plan. The University has approximately 275 faculty and staff.

1.3 INQUIRIES

Vendors shall consider the Director of Purchasing as the first and primary point of contact on all matters related to the procedures associated with this RFP. Communications with other employees of West Virginia State University concerning this request, either by the proposer or on their behalf, would not be appropriate during the submission and selection processes.

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

West Virginia State University
PO BOX 368
Institute, WV 25112
Attn: Hope Fout, Director of Purchasing
Email: Purchasing@wvstate.edu

Inquiries may be taken by phone at 304-766-3009, however no substantive information will be provided to vendors verbally or on an individualized basis. All inquiries submitted in writing will be consolidated and posted in the Addenda. The deadline to submit questions is listed in Section 1.4, and all responses to questions will be provided to all participating vendors by date listed in Section 1.4.

Failure to abide by these requirements may result in disqualification in solicitation.

1.4 REQUEST FOR PROPOSAL SCHEDULE

The following schedule outlines key dates and milestones for the bidding process:

RFP Schedule (Subject to Change)	
6/9/2023	RFP Release Date
6/14/2023 10am	Pre-Bid Meeting & Site Visit (Mandatory)
6/16/2023	Deadline for Submitting Questions
6/21/2023	Addenda Due
6/26/2023 3pm	Proposals Due and Opened Immediately
6/26/2023-6/30/2023	Review & Evaluation of Vendor Proposals
6/30/2023	Opening & Evaluation of Cost
7/1/2023-7/7/2023	Contract Negotiation Period
7/7/2023	Target Final Contract

Please note that these dates are subject to change at the discretion of West Virginia State University. All bidders are encouraged to adhere to the given schedule to ensure a timely and efficient evaluation process. Any changes to the schedule will be communicated promptly to the participating vendors.

1.5 MANDATORY PRE-BID MEETING

Interested vendors must attend a mandatory pre-bid meeting to familiarize themselves with the campus facilities, discuss the specific requirements of the dining services, and address any questions or concerns. The pre-bid meeting will be held on 6/14/23 at 10:00 AM EST in the Ann Brothers Smith Conference Room located in Keith Hall Rm 111 across from the Starbucks cafe. Failure to attend the pre-bid meeting will result in the disqualification of the vendor's proposal. Additional information pertaining to the pre-bid meeting are listed below:

- a. Each vendor is limited to three (3) representatives.
- b. Vendors 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 provided 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.
- h. After the pre-bid meeting occurs, the only vendor questions that will be submitted as part of the addenda will be questions from eligible vendors who attended the pre-bid meeting as required.

1.6 CONTRACT TERMS 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 one (1) year, commencing on August 1, 2023 and continuing until July 31, 2024. At the sole discretion of the University, a request for renewal shall be delivered sixty (60) 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 nine (9) 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.

2.0 PROPOSAL REQUIREMENTS

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.

2.1 PROPOSAL SUBMISSION DUE DATE

Proposals are due by 3:00 PM EST on 6/26/2023.

2.2 PROPOSAL DELIVERY REQUIREMENTS

Proposals must be received in two distinct parts: technical and cost.

- Technical proposal must not contain any cost information relating to the project.
- Cost proposal must be sealed in a separate envelope and will not be opened initially.

All proposals must be submitted to the University prior to the date and time stipulated in the RFP as the proposal due date. All bids will be dated and time stamped to verify official time and date of receipt.

Vendors should allow for sufficient time for delivery. In accordance with West Virginia Code 5A-3-11, the University cannot waive or excuse late receipt of a proposal, which is delayed or late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law.

Vendors responding to this RFP shall submit:

One(1) original technical and one(1) original cost proposal – plus six (6) convenience copies. Vendor must provide one (1) electronic copy of the technical proposal in PDF or DOC format on a USB drive or compact disc to be included in the technical proposal envelope. The Vendor must also provide one (1) complete cost proposal in PDF, DOC, or XLS format on a USB drive or compact disc to be included in the cost proposal envelope. Electronic submissions **will not** be accepted via email. 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.

The outside of the sealed opaque envelope of package(s) for both technical and cost should be clearly marked as such:

Request for Proposal

RFQ # WVSU23006

Opening Date: 6/26/23

Opening Time: 3:00 PM EST

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 services, staffing, materials, and other services specified.

Special Instructions for Delivering Bids:

- Bids delivered by UPS and Federal Express: The UPS and FedEx drivers will deliver bids to the mail room at West Virginia State University PO Box 368, Institute, WV 25112.
- Hand Delivered Bids. Deliver bids to the following address:

WVSU, Hope Fout Ferrell Hall Room 301, Institute, WV 25112

This is the preferred method to deliver bids

- Delivering Bids via U. S. Postal Service is not recommended. Bids may or may not arrive on time.
- Electronically transmitted Bids and late Bids will not be accepted.

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 company's 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.

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

2.3 TECHNICAL PROPOSAL

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. **All items submitted as part of the proposal are part of the agreement and must be executed by Vendor.**

COST PROPOSAL

After the evaluation of the technical proposals, the Purchasing office will open the cost proposals.

The Cost 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.

The offer in the Cost 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. **All items submitted as part of the proposal are part of the agreement and must be executed by Vendor.**

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. Board Meal Plan rates for Fiscal Year 2023-2024 are listed in Appendix C.

2.4 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.

2.5 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. Erasures, interlineations, or other changes in the proposal must be initialed by the person(s) signing the proposal. Changes during contract negotiations will be outlined in an Addenda to the contract.

The University reserves the right to add concession and food truck services at a later date. These changes would be requested and negotiated during the annual change request process.

2.6 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 company submitting the proposal;
- E. Failure of the company to successfully negotiate a contract, if applicable;
- F. Submitting an incomplete Financial and/or Cost Proposal page;
- G. Submitting a proposal that is not signed; or
- H. Failure to demonstrate that the Vendors is qualified to carry out the obligations of the contract and to implement and support the work specified herein.
- I. Conflict of Interest: Proposals from entities or individuals who have a potential conflict of interest with the [Organization/Company] may be rejected. The [Organization/Company] reserves the right to determine and evaluate any potential conflicts of interest and take appropriate action accordingly.
- J. Evaluation Criteria Not Met: Proposals that fail to meet the evaluation criteria set forth in this RFP may be rejected. WVSU will evaluate proposals based on the predetermined criteria, and those not meeting the specified standards may not proceed to the next stage of the selection process.

2.7 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.

2.8 WVSU Picture Usage

The University grants permission for vendor's submitting proposals for this dining service contract to use images that are posted on the WVSU official website at the following site in their response:

<https://www.wvstateu.edu/>

3.0 INSTRUCTIONS FOR PREPARING PROPOSAL

3.1 GENERAL

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in paragraph 3.2, RFP Response Outline. Paragraph 3.2 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.

3.2 RFP RESPONSE OUTLINE

- 3.2.1** Response Sheet (Attachment A): The Proposer Response Certification shall be attached to the front of the proposal and shall contain proposer's certification of the submission. 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.
- 3.2.2** Vendor's Qualifications and Relevant Experience: To ensure the highest quality of dining services, all services furnished under this contract shall be from vendors 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. Provide detailed information about the following items relating to the company's qualifications and relevant experience.
 - 3.2.2.1** 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.
 - 3.2.2.2** 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. This list should include details of the scope of services provided, duration of the engagements, and any notable achievements or recognitions received. Provide at least 3 references for these accounts including contact name, phone number, and email address for these references.
 - 3.2.2.3** 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.
 - 3.2.2.4** Provide any pending litigation against your company which could reasonably jeopardize your execution of this contract? If so, please describe.

- 3.2.2.5** Are there any significant changes expected in your company's client base or company operations that would affect your ability to provide services to the University?
- 3.2.2.6** Provide proposed vendors organization chart and regional and national management and administrative support along with proposed West Virginia State University management organization chart:
- A. Describe the company'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 company, 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.
- 3.2.3** West Virginia State Dining Services Staffing Plan: Personnel that will staff the foodservice operations are an important part of the contract. Provide information about the following:
- 3.2.3.1** Provide a description about how your company retains good employees or minimizes turnover of personnel. Include information about the wage structure, benefits packages, and other incentives used to retain good employees.
- 3.2.3.2** Delineate how students can be recruited and successfully incorporated into the service team. The vendor should establish a student employment program that includes proper training, flexible scheduling, and opportunities for career growth and development. Provide your company's vision for our campus dining management organizational chart with identified positions and proposed candidates including current dining services managers.
- 3.2.3.3** The vendor shall provide an experienced management team responsible for overseeing the daily operations of the dining services. This team should include a designated on-site manager who will serve as the primary point of contact for West Virginia State University and be readily available to address any concerns or issues that may arise. Provide your company's vision for our campus dining management organizational chart with identified positions and proposed candidates including current dining services managers. The daily on-site manager should regularly visit the dining hall and interact with guests.
- 3.2.3.4** A district manager must 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:

- 3.2.3.4.1** Performance of routine reviews and operations inspections;
- 3.2.3.4.2** 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;
- 3.2.3.4.3** Establishment of reasonable performance standards for employees, managers, and supervisors with periodic discussions or meetings with individuals to assist them in achieving the standards;
- 3.2.3.4.4** Consult with University on current and future trends in the foodservice industry and propose and/or initiate new programs provided by the Vendor;
- 3.2.3.4.5** Support nutritional, dietary, and culinary production needs of the University;
- 3.2.3.4.6** Fill staff vacancies as necessary;
- 3.2.3.4.7** Act with full authority on the Vendor's behalf on any matters pertaining to the specifications of the Contract.
- 3.2.3.4.8** Meet with WVSU Staffing committee monthly.

Describe in your proposal how your company will comply with these requirements.

- 3.2.4** The vendor must provide appropriate uniforms and identification badges for their staff members, including student employees. All staff members should be easily identifiable and present a professional appearance while on duty.
- 3.2.5** The vendor shall conduct thorough background checks, including criminal background checks, on all employees assigned to work at West Virginia State University. The vendor should ensure that all staff members have undergone the necessary screening procedures and are deemed suitable to work on a college campus.
- 3.2.6** The vendor must have a comprehensive training and development program in place to continuously enhance the skills and knowledge of their staff, including student employees. This program should cover food safety and sanitation practices, customer service, diversity and inclusion, and any other relevant training areas to uphold high standards of service.
- 3.2.7** Provide information about the vendor's business and customer service philosophy. Clearly communicate your expectations for customer service, including friendly and attentive staff, timely service, and a welcoming atmosphere. Provide information on your company's training programs for staff members to ensure they are equipped with the necessary skills to provide excellent customer service.
- 3.2.8** 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.
 - 3.2.8.1** 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.

3.2.8.2 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.

3.2.8.3 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 believes that management consistency is critical to a successful program. The University retains the right to request management changes at all times.

3.2.9 Transition Plan and Schedule: Vendor must provide a transition plan and transition schedule including employee training before and after contract execution.

3.2.9.1 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.

3.2.9.2 The vendor must employ a well-trained and qualified staff capable of providing high-quality food preparation, customer service, and operational support. All staff members, including chefs, cooks, servers, and other service personnel, should possess the necessary skills and knowledge to deliver exceptional dining experiences.

3.2.9.3 The vendor must ensure that the dining facilities are adequately staffed during operational hours to meet the demands of the campus community. The staffing levels must consider peak meal times, special events, and other anticipated needs to provide prompt service and maintain customer satisfaction.

3.2.9.4 The vendor must provide a schedule of initial opening of all services and dining locations. WVSU requires that the dining hall as well as at least one retail location be opened on or before the first day of the fall semester. Early arrival students must have an option for meals when they arrive.

3.2.10 Financial Response (Appendix B):

3.2.10.1 Profit and Loss Financial Model

Proposer must provide a cost proposal for dining services based on a sliding scale from 750 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. Identify how the investment will be amortized by the company.

The base contract will include the board plan and retail operations at WVSU. The contract will also include campus wide catering, and conference services. Board rates for Fiscal Year 2024 have been set by the Board of Governors, so selected 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. Please provide the benefits of going with a profit and loss structure at WVSU.

3.2.10.2 Management Fee Model

Proposer must provide a cost proposal for dining services based on a management fee structure as described below:

The management fee structure for a dining services account refers to the method by which the service provider charges for their management and administrative services related to operating the dining facilities. This fee is typically separate from the actual cost of the food and beverages provided.

Under a management fee structure, the vendor charges a predetermined fee or a percentage of the total revenue generated by the dining services. This fee is intended to cover various costs associated with managing the dining facilities, such as labor, training, supervision, equipment maintenance, overhead expenses, and administrative support. Please provide the annual fee amount proposed by your company with a breakdown of estimated costs as well as the benefits of going with a management fee structure at WVSU.

3.2.10.3 The University reserves the right to change between fee structures at the annual renewal negotiation period.

3.2.11 Meal Plans and Menus: Information regarding the proposed meal plans and menus regarding specific events and areas.

3.2.11.1 The proposer should identify realistic and desirable changes to residential and voluntary meal plans including rates and policies that may be instituted in fiscal year 2024. 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.

3.2.11.2 The cafeteria should offer a variety of stations and food options on a daily basis. Please include the following, at a minimum, as permanent offerings:

Breakfast and Brunch

- Eggs cooked in different ways
- Variety of Fruits
- Cereal
- Variety of Bakery Items
- Grab N Go options
- Beverage Station: Milk/Juice/Coffee/Soda
- Vegetarian Option

Lunch, Dinner, and Brunch

- Salad Bar: A well-stocked salad bar featuring fresh vegetables, fruits, assorted toppings, and a variety of dressings.
- Pizza Station: A dedicated station offering freshly prepared pizzas with a range of toppings and crust options.
- Entrée Station
- Beverage Station: The University has a contract with Pepsi. The food service provider must also use this contract.
- Dessert Station
- Vegetarian Option

3.2.11.3 The menu must be posted on the university website and must be available at least 7 days prior to the preparation of the food. Menu changes should be limited and must be updated 24 hours in advance.

3.2.11.4 Serving sizes should be reasonable, and students should be able to obtain adequate portions without needing to stand in line twice for items such as hash browns, rolls, and other similar food items.

3.2.11.5 The cafeteria should incorporate themed dining days to provide a diverse and enjoyable dining experience that must include the following theme days:

- Soul-Food Wednesday: A designated lunch each Wednesday in the cafeteria where the menu highlights soul food cuisine, featuring dishes such as fried chicken, collard greens, cornbread, and other traditional soul food favorites.
- Fish Friday: A designated lunch in the cafeteria each Friday where the menu includes a variety of fish and seafood options, prepared in different styles to cater to diverse palates.
- Provide a list of offerings for special theme days. Include at least one special event per month in your submission in addition to those listed above. These events may include themed meals, holiday celebrations, cultural food festivals, chef demonstrations, and other creative dining experiences.

- Within the first two weeks of the fall semester, the University holds a welcome event in which the dining vendor must provide a cookout. The food at the cookout should be located and served outside. The menu for the cookout should be pre-approved by the WVSU Dining Services team. In the event of inclement weather an alternative location may be selected. The vendor must provide this cookout free of charge to the university.
 - Vendor should propose options for dining additions and/or activities during the week before Finals, some examples include late night breakfast option and a grab and go study snacks such as trail mix.
- 3.2.11.6** The vendor should outline their strategies for ensuring the availability of high-quality ingredients, including the sourcing of fresh produce, sustainable seafood, and locally sourced products whenever possible. Furthermore, provide details on the menus and rotation plans to demonstrate the ability to offer a wide variety of healthy, nutritious, and appealing meal options throughout the contract term.
- 3.2.11.7** 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.
- Many students have expressed the desire for healthier food options in the dining hall. Please include healthy alternatives such as grilled versus fried foods.
- 3.2.11.8** Vendor must provide a clear and comprehensive breakdown of all costs associated with the proposed services, including any additional fees, pricing models, and payment terms.
- 3.2.11.9** The vendor must propose an “Employee Meal Plan” Option including payroll deduction. The vendor should outline the following in their proposal:
- 3.2.11.9.1** Proposed discount structure for faculty and staff members, including percentage or amount of the discount offered on meals, food items, or dining services.
 - 3.2.11.9.2** Which dining location venues the discount is applicable at.
 - 3.2.11.9.3** The verification process to identify faculty and staff.
 - 3.2.11.9.4** Discount Exclusions and limitations (promotions, special events, blackout dates or restriction during peak dining hours or high-demand periods.
- 3.2.11.10** The vendor must present retail options that include both national brands and local retail partner selections. The proposal should include information about available national brands, startup costs

associated with each option, and provide the University with a variety of choices to consider.

3.2.11.11 Retail locations spaces must offer a range of meal options that can be purchased using one meal plan swipe. At a minimum each retail space must have a selection of 3 to 5 pre-approved meals that can be purchased **with one meal swipe**. These meals must be approved by the vendor as well as the WVSU dining committee. This option must be available for all student meal plans.

3.2.11.12 The vendor must provide your company's policy on the carryover of meal plans swipes and flex dollars from semester to semester and year to year. At a minimum the University requires unused flex dollars to roll from fall semester to spring semester.

3.2.11.13 The minimum number of academic board billing days is equal to 212 days for Fiscal Year 24 this excludes the following exception weeks (APPENDIX D):

- Early Arrival-8/2/23-8/13/23 in Fiscal Year 24
- Spring Break – 3/9/24-3/16/24 in Fiscal Year 24
- Thanksgiving – 11/18/23-11/25/23 in Fiscal Year 24
- Christmas Break – 12/9/23-1/14/24 in Fiscal Year 24

The University is seeking vendors to propose different pricing structures that accommodate exception weeks. One approach is to offer reduced services during those periods, which can include limited dining options, reduced staffing, or altered operating hours. Vendors should also propose special event menus or meal packages to account for the holiday periods. The University retains the right to request services during exceptions weeks, however it is important to note that the University is not obligated to do so. If the exception weeks are identified as required by the University, the University will notify the vendor at least 30 days in advance. The University requires at a minimum of a brunch and dinner option daily during exception weeks. The quantity of food, schedule of food delivery, and variety of options served during the exception period will be discussed and agreed upon at the WVSU dining committee monthly meetings.

3.2.11.14 The University reserves the right to bring external food trucks from outside vendors onsite at a minimum of once per month. These food trucks will be available to the campus community by using cash and credit cards as methods of payment. These payments will be made directly to the food truck vendor.

3.2.11.15 The University reserves the right to bring outside food vendors to all sporting events.

3.2.12 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. Provide a comprehensive catering menu that offers a wide variety of options suitable for different event types, dietary preferences, and cultural considerations. Include menus for breakfast, lunch,

dinner, snacks, and desserts. Clearly specify any customization options available, such as vegetarian, vegan, gluten-free, or allergen-free choices.

- 3.2.12.1** Explain the vendor's flexibility in customizing catering menus to suit specific event requirements or themes. Outline any procedures for working closely with event organizers to design tailored menus that align with their vision and preferences. Outline flexibility of options that are not included in the catering guide provided.
- 3.2.12.2** Detail the vendor's approach to food presentation and setup at catering events. Describe the display options, including serving stations, labelling of items on buffet, buffet setups, and plated meals. Explain any additional services provided, such as table linens, utensils, serving staff, and event coordination.
- 3.2.12.3** Highlight the vendor's capability to accommodate dietary restrictions and special requests, including allergies, religious considerations, and cultural preferences. Clarify the procedures in place to ensure accurate and safe handling of special dietary requirements.
- 3.2.12.4** Describe the procedures for fulfilling catering orders, including food preparation, packaging, and delivery. Outline the vendor's delivery radius, any associated delivery fees, and the estimated time required for setup before the event. Ensure that all catering deliveries are prompt, reliable, and adhere to the agreed-upon schedule. Provide details regarding the available methods for ordering catering services, as well as the process for notification following an order, including the timing and means of communication.
- 3.2.12.5** Provide transparent and competitive pricing for catering services. Explain any factors that may affect pricing, such as guest count, menu selections, or additional services. Specify the accepted forms of payment and outline any payment terms or policies that apply to catering orders. WVSU requires vendors to submit timely invoices for their services.
- 3.2.12.6** Describe the vendor's approach to gathering feedback from clients who have utilized their catering services. Explain any mechanisms for continuous improvement based on client feedback and the steps taken to ensure customer satisfaction.
- 3.2.12.7** The process for placing catering orders involves specifying the preferred method of communication, such as an online platform, email, or phone. It is important to adhere to the required lead time for submitting orders, and any applicable deadlines or cutoff times should be clearly outlined. Additionally, please provide information regarding the timeframe cutoff for ordering. In the case of emergency short notification orders, please detail the exception policy. Lastly, include the expected response time from our company for acknowledging the order once it has been placed.
- 3.2.12.8** The proposer should submit a Catering Guide with prices to be used upon commencement of a contract. The university would like the ability to customize catering. Please provide a percentage markup for a la carte menu items not offered in the catering guide. The

vendor must supply supporting documentation detailing the cost of requested items before the percentage markup. The vendor is also asked to provide snack options in the catering guide such as cans of soda, bottles of water, and grab and go options.

3.2.12.9 WVSVU desires the flexibility to conduct interviews with Catering leads if deemed necessary and to have input regarding the catering staff.

3.2.13 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 with in a contract. West Virginia State University recognizes the importance of providing late-night dining options to accommodate the diverse schedules and preferences of students and the campus community. Please address the following requirements:

3.2.13.1 Extended Hours: The selected vendor must offer late-night dining options to ensure access to food during evening hours from Monday-Thursday weekly. Late night hours are defined as the timer period of 7 PM to 9:30 PM. Vendor must describe how they will meet this requirement and provide a variety of food option for late night dining.

3.2.14 The proposer should submit details on how the vendor intends to present menus and signage in the dining areas. Explain any innovative approaches to technologies that you plan to use for displaying menu options and nutritional information.

3.2.15 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, and pre-game meals. Please include costs per meal for early arrival and pre-game meals.

3.2.16 The proposer should identify how it will support the needs of West Virginia State University summer camp participants.

3.2.17 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.

3.2.18 Additional Incentives: The vendor is encouraged to propose additional incentives that can further contribute to the success of the dining services and benefit the university community. These incentives may include, but are not limited to, the following examples:

- Presidential Catering Fund: A fund dedicated to providing catering services for official university events and functions. The university is requesting a \$15k minimum for Presidential catering.
- Dining Services Scholarships for RAs: Scholarships awarded to Resident Assistants (RAs) who demonstrate exceptional leadership and contribution to the university community. – 12 at a minimum
- Financial Need Dining Service Scholarships – 6 at a minimum

- Facility Upgrades: Investments in facility upgrades and renovations to improve the dining environment, seating areas, technology integration, or other enhancements.
- Community Campus Ambassador dining pass. The University requests a dining pass for one community campus ambassador that builds campus morale, lifelong friendships, and a positive home atmosphere for our students.
- The proposer must identify the ability to support meal plan needs for key University support staff such as Campus Security and Physical Facilities.
- Recruitment one- time meal passes.

3.2.19 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:

3.2.19.1 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).

3.2.19.2 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.

3.2.19.3 Demonstrate how regional and corporate support for menu and recipe development can be realized as a benefit at the University level.

3.2.19.4 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.

3.2.19.4.1 USDA-Approved Meat: All meat products used in the dining services must be sourced from suppliers that are approved by the United States Department of Agriculture (USDA). The vendor must demonstrate their commitment to ensuring the highest standards of food safety and quality by sourcing only USDA-approved meat.

3.2.19.5 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. The selected vendor must adhere to high-quality food sourcing standards and provide a diverse range of options to meet the dietary preferences and needs of West Virginia State University's students, faculty, and staff.

3.2.20 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. Vendors are required to demonstrate a commitment to upholding high standards of quality assurance, safety, and sanitation in the provision of dining services at West Virginia State

University. Describe your approach to ensuring the quality and consistency of the food and services provided. Explain any quality control measures, standard operating procedures, or quality improvement initiatives that you have in place. Highlight any certifications, awards, or recognition received for maintaining high-quality. Please provide detailed information on your policies, procedures, training programs, and any other relevant initiatives that demonstrate your dedication to maintaining a safe and sanitary dining environment.

3.2.20.1 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.

3.2.20.2 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.

3.2.20.3 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.

3.2.20.4 The Vendor should identify processes in training to reduce accidents for employees and guests within the operations it supports.

3.2.20.5 Describe your staff training programs related to safety, sanitation, and food handling. Outline any certifications or licenses held by your staff members, such as ServSafe or equivalent food safety certifications. Highlight ongoing training initiatives to ensure staff competency and adherence to safety and sanitation standards.

3.2.20.6 Outline your protocols for incident and crisis management, including emergency response procedures, business continuity plans, and communication strategies in the event of unforeseen circumstances or emergencies.

3.2.21 **MARKETING Plan:** The 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 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. Vendors are requested to provide a comprehensive marketing plan outlining their strategies for promoting the special dining events and services offered at West Virginia State University. The marketing plan should aim to increase awareness, engagement, and participation among the campus community. Please address the specific requirements for the marketing plan as outlined below:

3.2.21.1 The vendor must provide a detailed overview of the vendor's marketing strategy for promoting dining services to the target audience.

3.2.21.2 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.

- 3.2.21.3** The vendor must identify ways to grow on campus dining services sales and retail location sales.
- 3.2.21.4** The vendor must, in conjunction with the University, review the retail offerings on a regular basis and provide feedback and suggestions for brand refresh.
- 3.2.21.5** The vendor must work with the University to develop proposed board plan modifications and price increases each spring for the following fiscal year.
- 3.2.21.6** Promotional Channels: Identify the marketing channels and platforms you intend to utilize to reach the West Virginia State University community. This may include digital platforms (website, social media, email marketing), traditional advertising (print, banners, flyers), on-campus signage, and other creative promotional tactics.
- 3.2.21.7** Event Promotion: Provide a detailed plan for promoting the special dining events, such as outdoor cookouts, themed dinners, and other unique dining experiences. Include strategies for generating excitement, creating buzz, and driving attendance. Consider targeted promotions, partnerships with campus organizations, and collaborations with student groups or clubs. The vendor will be an active partner in promoting the conference services to potential clients.
- 3.2.21.8** The vendor must actively promote catering services across campus and to the outlying community. The 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).
- 3.2.21.9** Online Presence: Outline your proposed strategies for leveraging online platforms to promote the special dining events and services. This may include creating engaging content, sharing event highlights through social media, and encouraging user-generated content through hashtags or contests. The vendor will utilize updated technology offerings for marketing and communications and will be responsible for continual review and modernization.
- 3.2.21.10** The University would like the vendor to include in their proposal options such as:
 - A. Mobile Ordering
 - B. Mobile Pay
 - C. Mobile App including daily menu and hours
 - D. Other technology that enhances the student experience.
 - E. All expenses associated with Mobile options would be at the expense of the vendor.
- 3.2.21.11** Identify ways in which the vendor will engage with customers both in an ongoing manner (such as food committees) and periodic ways (such as surveys).
- 3.2.21.12** What are ways the vendor engages with students to insure satisfaction and continual engagement?
- 3.2.21.13** How has the client been able to utilize student and stakeholder dining committees to improve service? Collaboration with College Dining Committee: Describe how you intend to collaborate with the College Dining

Committee to align marketing efforts with their objectives and leverage their networks and resources. Highlight any past experiences of successful collaborations with similar committees or student groups.

- 3.2.21.14** How is digital technology accessible via mobile devices being used to capture customer feedback that leads to the development of campus marketing strategies?
 - 3.2.21.15** How will you use data captured from feedback to address concerns?
Feedback and Evaluation: Explain your approach to gathering feedback and evaluating the success of the marketing initiatives. Include methods for collecting customer feedback, measuring engagement metrics, and adjusting strategies based on the insights gained.
 - 3.2.21.16** Examples of successful marketing campaigns or initiatives implemented by the vendor in similar contexts.
 - 3.2.21.17** Inquire about the vendor's approach to branding and visual identity for the dining services. Branding and Messaging: Describe your proposed branding and messaging strategies that effectively communicate the unique value proposition of the special dining events and services. Highlight the key attributes, themes, or experiences that set your offerings apart and resonate with the target audience. Propose sales strategies for meal plans and retail locations.
 - 3.2.21.18** Please provide examples of successful partnerships with organizations and stakeholders to increase and improve dining service utilization
- 3.2.22** Facility and Equipment: Vendors are encouraged to provide a vision for facility improvement options that can enhance the overall dining experience at West Virginia State University. These improvement options may include, but are not limited to, the following areas:
- 3.2.22.1** Dining Space Design: Propose innovative and functional designs for the dining spaces, including the cafeteria, retail spaces, catering areas, and the coffee shop. Consider concepts that promote a welcoming atmosphere, efficient traffic flow, seating arrangements, and aesthetic appeal. Describe any plans for incorporating technology, sustainability features, or interactive elements.
 - 3.2.22.2** Equipment Upgrades: Suggest upgrades or additions to the existing kitchen equipment, serving stations, and food preparation areas. Highlight any energy-efficient, time-saving, or space-maximizing equipment that can improve the efficiency and quality of food production and service.
 - 3.2.22.3** Sustainability Initiatives: Present ideas for integrating sustainable practices into the dining services. This may include strategies for waste reduction, composting, recycling, energy conservation, and the use of locally sourced or organic ingredients. Describe any plans for implementing eco-friendly packaging, utensils, or cleaning supplies. West Virginia State University is committed to environmental sustainability and reducing single-use plastic waste. As such, the selected vendor must prioritize sustainable practices in their dining services. Please address the following requirement: The vendor must eliminate the use of single-use plastic items, such as plastic cups, plates, and utensils, within the dining facilities. Instead, dining services should utilize reusable glassware for beverage service and other appropriate food items. This includes glass cups,

glasses, and bottles that can be washed and reused, thereby minimizing the environmental impact associated with single-use plastics. The vendor should outline their strategies for implementing this requirement, including the procurement of glassware, the handling and washing processes, and any necessary adjustments to operational procedures. It is essential that the vendor demonstrates their commitment to sustainable practices by promoting the use of glassware throughout the dining facilities.

3.2.22.4.1 The vendor must provide to go container options for all dining locations. The containers should be durable, leak-proof, and microwave-safe to ensure the safe transportation and reheating of food. The dining hall should offer an adequate supply of these to-go containers and ensure they are readily accessible to customers for convenient takeaway meals. Include your options for to-go containers options for all dining locations including the dining hall. This is a requirement that must be met.

3.2.22.4 Technology Integration: Outline proposals for incorporating technology solutions that enhance the dining experience. This may include self-service kiosks, mobile ordering and payment systems, digital menu boards, or other innovative technologies that streamline operations and improve customer convenience.

3.2.22.5 Seating and Common Areas: Provide suggestions for improving the seating and common areas within the dining spaces. This may involve optimizing seating capacity, creating collaborative or study spaces, incorporating comfortable seating options, or enhancing the overall ambiance and functionality of the common areas. Please include your ideas and proposals for facility improvement options in your proposal. Provide detailed descriptions, conceptual designs, anticipated costs, and any additional considerations or benefits associated with your proposed facility improvements.

3.2.23 FACILITIES AND SUSTAINABILITY: The vendor must 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 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 vendor.

3.2.23.1 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.

3.2.23.2 Responses should include typical maintenance schedules for equipment and mechanical infrastructure such as exhaust systems and hoods.

3.2.23.3 The vendor should demonstrate ongoing best practices for recycling and other sustainable practices.

3.2.23.4 What sustainable practices are in place regarding use of local foods and programs that incentivize sustainable harvesting practices?

3.2.23.5 Identify ongoing practices that promote and realize energy conservation.

3.2.23.6 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 Affairs & Enrollment Management, and the Director of Facilities.

3.2.23.7 The University will provide adequate utilities to the Dining Services areas including water, HVAC, electricity, and local 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 Vendor shall be responsible for all additional communications services, including internet access, and the Vendor shall work with the University to ensure the proper installation of these services. 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.

3.2.23.8 The **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).

3.2.24 The vendor is responsible for purchasing the point-of-sale (POS) system utilized and it must be RFID compatible. The University further desires the POS include mobile payment?

3.2.24.1 The selected vendor will be responsible for providing and maintaining a comprehensive point of sale (POS) system to support the efficient and accurate transaction processing within the dining services. The POS system should be modern, reliable, and capable of integrating with various payment methods. Additionally, the POS system must be RFID compatible to enable seamless identification and authentication of users. Please note that our current point of sale system is Atrium.

3.2.24.2 The POS system must facilitate fast and secure transaction processing, supporting various payment options such as meal swipes, debit/credit cards, mobile payments, and cash transactions. It should have the ability to process transactions in real-time and generate detailed electronic receipts. The POS system must be RFID compatible, allowing for the integration of RFID technology for user identification and

authentication. This compatibility is crucial for seamless and efficient access to meal plans and other services provided by West Virginia State University.

3.2.24.3 The vendor must provide adequate training and support to university staff members who will be using the POS system. This may include initial onboarding, ongoing training sessions, and responsive customer support to address any technical issues or inquiries.

3.2.24.4 The vendor must maintain the Payment Card (PCI) compliance and data security.

3.2.24.5 The vendor's POS system must ensure PCI compliance and enable the secure transfer of data to West Virginia State University. Please provide detailed information on how your POS system meets these requirements, including security measures, data transfer protocols, and compliance monitoring processes.

3.2.24.6 West Virginia State University retains ownership and control over the data collected through the POS system. The vendor must not use or disclose the data for any purposes other than those necessary to provide the agreed-upon services. The data should be handled in accordance with applicable privacy laws and regulations. In the event of disentanglement, all data will be transferred to the University.

3.2.24.7 The University desires to own and house any system containing student data, but the Vendor will be responsible for maintenance agreements and/or upgrades.

3.2.25 Reporting : 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.

3.2.26 Sample Contract: Provide a sample copy of any contract, service level agreement, or other agreement.

3.2.27 Purchasing Affidavit (Attachment B): 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.

3.2.28 Agreement Addendum (Attachment C: WV-96): This form amends any terms submitted in the proposal that would conflict with the State of West Virginia Terms and Conditions.

3.2.29 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.

3.2.30 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:

3.2.30.1 Workers' compensation insurance valid and 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. This coverage should protect the vendor's employees against work-related injuries or illnesses.

- 3.2.30.2** Vendor must carry comprehensive general liability insurance 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.
- 3.2.30.3** 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.
- 3.2.30.4** West Virginia State University should be named as an additional insured on the vendor's general liability and automobile liability insurance policies with right of notice of any cancellation. The endorsement should state that coverage will be primary and non-contributory.
- 3.2.30.5** Submit valid and current certificates of insurance that clearly state the coverage amounts, policy numbers, effective dates, and expiration dates for each of the required insurance policies.
- 3.2.30.6** 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.
- 3.2.30.7** The Vendor must 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. Failure to provide the necessary proof of insurance or maintain adequate coverage throughout the contract term may result in disqualification from the bidding process or termination of the contract if awarded.

4.0 TERMS AND CONDITIONS

4.1 TERMS AND CONDITIONS

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.

4.2 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.

4.2.1 A dining committee will be established for this contract at WVSU. It is mandatory for the Vendor's local management staff and district management to attend monthly one-hour meetings of this committee. These meetings will serve as a platform for sharing ideas, reviewing upcoming activities, and addressing concerns. The Business and Finance office will oversee and lead the dining committee, which will include various campus groups, fostering effective communication between the dining team and WVSU employees. Additionally, an online attendance option will be available for these meetings.

4.3 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.

The university may conduct periodic evaluations of the vendor's performance to ensure compliance with the terms and conditions of the agreement. These evaluations may involve assessing the quality of food and service, adherence to established schedules, customer satisfaction, cleanliness, and overall operational efficiency.

Based on the evaluation findings or changing needs of the university, the university reserves the right to request modifications to the vendor's services. This may include changes in menu offerings, meal plans, operating hours, staffing levels, equipment upgrades, facility improvements, and any other aspects necessary to meet the evolving demands of West Virginia State University.

The university will provide reasonable notice to the vendor when requesting changes in the operation and conditions of the services. The vendor shall collaborate and work in good faith with the university to address the requested modifications and implement necessary adjustments within a mutually agreed timeframe.

In the event that substantial changes are required, the university and the vendor may need to negotiate and execute formal amendments to the contract to reflect the revised terms and conditions. These amendments shall be agreed upon in writing and signed by both parties.

The university's evaluation and request for changes are intended to ensure the continued delivery of high-quality dining services that meet the evolving needs and expectations of the West Virginia State University community. The vendor shall cooperate and actively engage in the evaluation process and implement requested changes in a timely manner.

Please note that the evaluation and request for changes do not constitute grounds for contract termination unless mutually agreed upon by both parties or as outlined in the termination clauses of the contract.

4.4 INVENTORY

The University will work with the awarded vendor to develop 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 the award of the contract.

4.4.1 The ongoing maintenance and replacement of small ware inventory will be the financial responsibility of the vendor.

4.4.2 The vendor is responsible for the purchase of any new equipment via the initial capital investment offered in the proposal. The 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, 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.

4.4.3 The 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.

4.4.4 The University will provide existing levels of office furniture at no charge to the 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.

4.5 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.

4.6 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.

4.7 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.

4.8 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.

4.9 PAYMENTS

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

4.10 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

4.11 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.

5.0 EVALUATION CRITERIA

5.1 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.

5.2 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.

5.3 VENDOR INVESTIGATION

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

5.4 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.

5.5 CONTRACT TERMINATION

The contract may be terminated by the State with thirty (30) days prior notice pursuant to West Virginia State Code of State Rules 148-1-7.16.2.

6.0 EVALUATION AND AWARD

6.1 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 company to provide the work as specified herein.

6.2 EVALUATION CRITERIA

The evaluation criteria are listed below:

1. Technical Proposal (25 Points)
SECTIONS 3.2.1 – 3.2.10 (25 POINTS)
SECTIONS 3.2.11-3.2.17 (25 POINTS)
SECTIONS 3.2.18-3.2.26 (20 POINTS)
2. Financial and Cost Proposal (30 Points)

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

Company Name

Street Address

City, State, Zip

Telephone

Facsimile Number

ATTACHMENT B: PURCHASING AFFIDAVIT

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(f), 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 C: 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 create 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 as 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 become 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 law 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.

1 | Page

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 ~~strikethrough~~ 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: _____

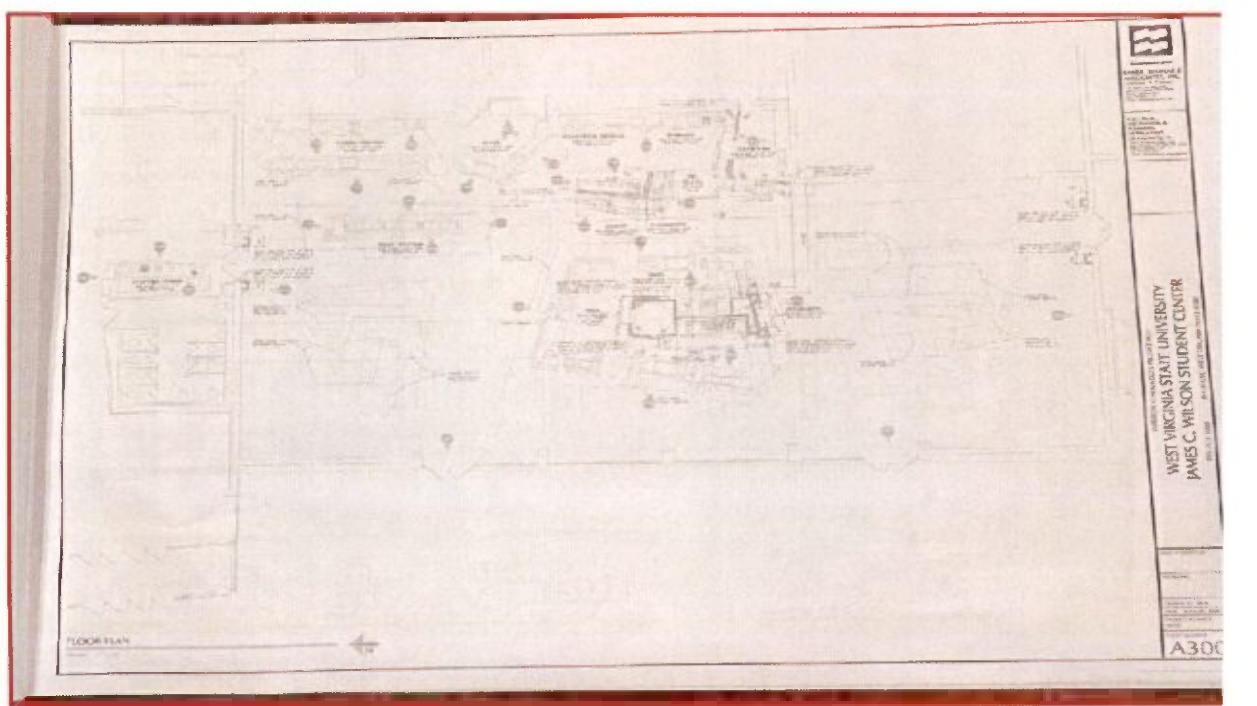
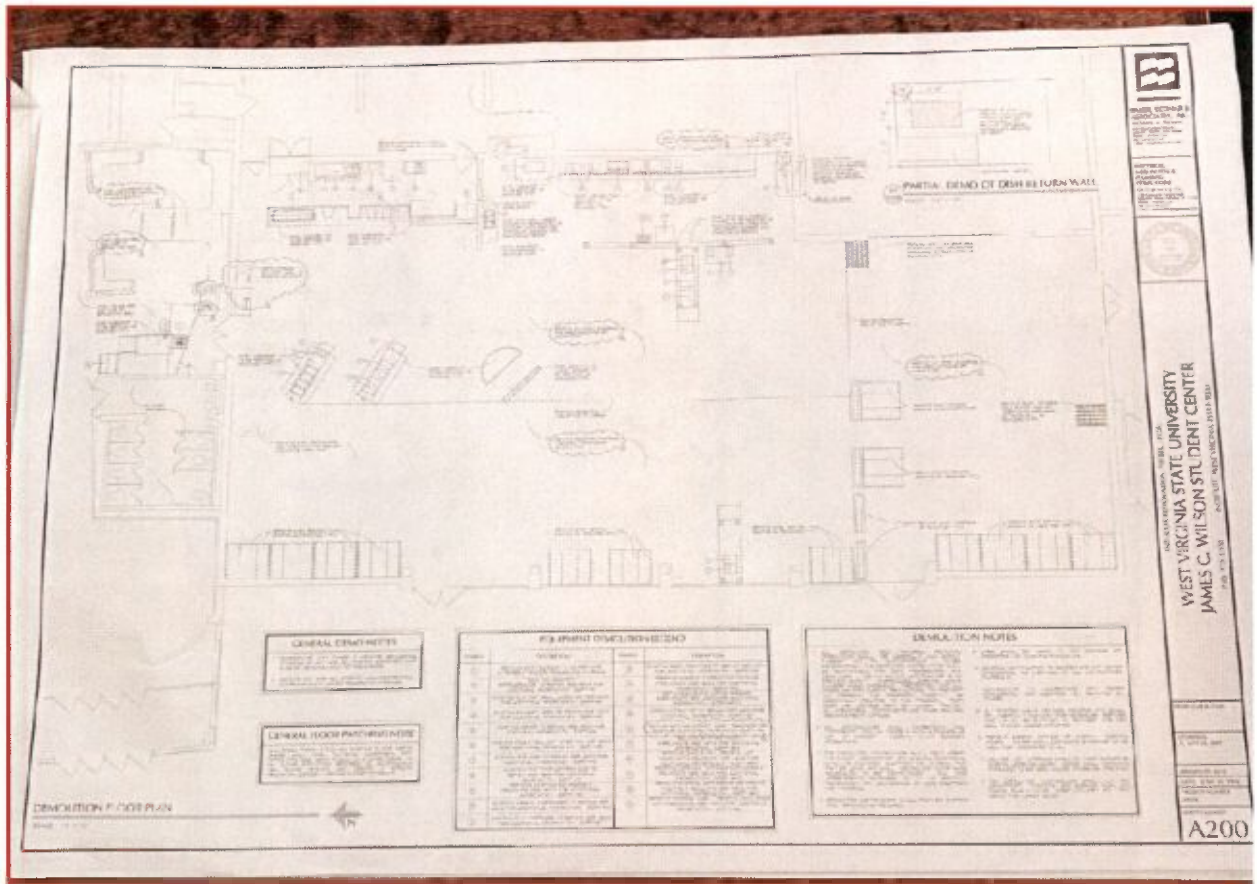
Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A: FLOOR PRINTS



APPENDIX B: WVSU VENDOR FINANCIAL RESPONSE SHEET (COST SHEET)

Daily Rates per Plan (\$'s)	Current Academic Year 2022-2023	2023-2024 Academic Year (approved by Board)	2024-2025 Academic Year
Unlimited (include Flex Dollars)	\$2,657 per semester Unlimited Dining Hall + \$150 flex 5 per week dining hall swipe can be exchanged for retail up to \$6.75.	\$2,880 per semester Unlimited Dining Hall + \$150 flex Swipe exchange determined by new vendor	
Any Fifteen (include Flex Dollars)	\$2,351 per semester in the Dining Hall + \$175 flex 5 per week dining hall swipes exchanged for \$6.75 worth of swipe	\$2,548 per semester in the Dining Hall + \$175 flex Swipe exchange determined by new vendor	
Standard 19 (include Flex Dollars)	\$2,428 per semester in the Dining Hall + \$175 flex Add exchange info	\$2,632 per semester in the Dining Hall + \$175 flex Swipe exchange determined by new vendor	
Commuter Meal Plan (mandatory) *definitely needs changed	\$367 per semester 51 Dining Hall swipes (cannot use at retail)	\$398 per semester 51 Dining Hall swipes (*****needs changed)	N/A
Summer (Camp Rate)			
Yellow Jacket Dining Dollars			
Faculty/Staff Meal Plan	N/A	N/A	
Faculty/Staff Per Meal Rate (Breakfast/Lunch/Dinner/Brunch)	discounted meal rate of XX.XX		
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
---	---

**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	
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	
---------------------------	--

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

APPENDIX C: CURRENT DINING INFORMATION SETUP

The University is providing current configuration for informational purposes only. The University desires each vendor to provide a proposal that is in the best interest of the students, faculty, staff, and vendor.

1.0 MEAL PLANS

Meal Plans – Residential Students:

All students living on campus are required to purchase a meal plan from one of the options below (no matter how many hours they are signed up for):

- **Premier Nineteen, Plus \$150** – This meal plan is designed for students who want a meal plan with the greatest value. Enjoy unlimited offered in the dining hall, Monday - Sunday. Plus, you will receive \$150 flex dollars to be used in the retail locations.
- **Any Fifteen, Plus \$175** – This plan is designed for students with moderate appetites. Enjoy up to 15 meals per week offered in the dining hall, Monday - Sunday. Plus, you will receive \$175 flex dollars to be used in the retail locations.
- **The Standard Nineteen, Plus \$175** – The 19 meal plan allows students greater flexibility. Enjoy up to 19 meals per week offered in the dining hall, Monday - Sunday. Plus, you will receive \$175 flex dollars to be used in our retail locations.

Meal Plan – Commuter Students:

This plan is for commuter students taking 9 credit hours or more on-campus. The plan will be automatically loaded onto your student ID card.

- **51 Meal Plan (for commuter students only)** – Enjoy 51 meals per semester in the dining hall Monday – Sunday.

Yellow Jacket Dollars:

- Yellow Jacket Dollars can be purchased *in addition to* any of the plans listed above. Yellow Jacket Dollars give students access to all WVSU dining facilities. An account can be opened with a minimum deposit of \$150.00 by visiting the Cashier's Office located at 117 Ferrell Hall.

2.0 MEAL PLAN SALES BREAKDOWN

Semester	Any 15	Standard 19	Premier 19	Commuter
Spring FY22	56	96	108	354
Fall FY23	73	130	103	505

3.0 HISTORICAL CATERING SALES

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.

In Fiscal Year 2020 (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.

4.0 STUDENT ENROLLMENT SPRING 2023

Total Enrollment (Approx) = 1,408

Full-Time Enrollment = 1,224

Commuter Student = 931

5.0 DINING VENUE INFO

Cafeteria

The Gwendolyn Goldston Cafeteria 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 three meals per day Monday-Friday breakfast, lunch, and dinner. The Cafeteria operates on a brunch/dinner schedule over the weekend.

Retail locations

Aladdin currently operates three retail dining locations on campus. Two retail locations are located on the main floor of the James C. Wilson University Union offering a casual Mexican brand restaurant that serves tacos, burritos, and bowls and a burger concept restaurant. Additionally, in Keith Scholar's Hall (one of two resident's halls in operation) operates a Café, serving a limited Starbucks menu and grab-n-go items.

6.0 PAYMENT METHODS

Dining Venue	Meal Swipes- Resident	Meal Swipes- Commuter	Flex Dollars	Cash/Credit Card	Yellowjacket Dollars
Goldstein Dining Hall	X	X	X	X	X
Chilaca	X (up to \$6.75)		X	X	X
Yellowjacket Grill	X (up to \$6.75)		X	X	X
Café(Starbucks)	X (up to \$6.75)		X	X	X

7.0 PRICING

Camp Rates including summer camps, conferences, and early arrival groups - \$22.00 per Day

- Breakfast \$6.00
- Lunch/Brunch \$7.50
- Dinner \$8.50

Casual Dining Hall Rates

- University Affiliated (Students and Guests)
 - Breakfast \$6.00
 - Lunch/Brunch \$8.00
 - Dinner \$10.00
 - Special Event \$12.00
- Non-University Affiliated
 - Breakfast \$9.00
 - Lunch/Brunch \$10.00
 - Dinner \$12.00
 - Special Event \$14.00
- Employee Rate - \$6.00 per meal all times

8.0 COMMISSION

Casual Meal Sales	5.0%
Catering	10.0%
Retail Sales	10.0%
Conference	10.0%

*Faculty and Staff meals are exempt from commissions.

9.0 CURRENT MENUS

Current retail menus and pricing can be viewed at:

<https://wvstateu.campus-dining.com/menus/>

10.0 DINING VENUE HOURS OF OPERATION

Venue	Monday-Thursday	Friday	Saturday-Sunday
Dining Hall Continuous Dining	Breakfast 7:30AM-9:30AM Continental Breakfast 9:30AM-11:00AM Lunch 11:00AM-1:30PM	Breakfast 7:30AM-9:30AM Continental Breakfast 9:30AM-11:00AM Lunch 11:00AM-1:30PM	Brunch 10:45AM-12:15PM DINNER 4:30PM-6:00PM

	Lite Lunch 1:30PM-5:00PM Dinner 5:00PM-7:00PM	Lite Lunch 1:30PM-5:00PM Dinner 5:00PM-7:00PM	
Yellowjacket Grill and Chilaca	11:00AM- 7:00PM	11:00AM-4:00PM	11:00AM- 5:00PM
Café (Starbucks)	9:00AM-9:00PM	9:00AM-9:00PM	11:00AM- 5:00PM

*Academic Calendar

11.0 DRAWINGS OF CURRENT LOCATIONS

Please see Appendix A.

12.0 CURRENT INCENTIVES

- Presidential Catering Fund - \$25,000
- Employee Discount Rate - \$6.00 per meal (All meals in Dining Hall)
- RA Scholarships – 13 per semester
- Board Scholarships – 2
- Meal Passes – 300 one time passes
- Free Picnic – 500 guests

13.0 BEVERAGE CONTRACT

The university is currently under contract with Pepsi to provide beverage services. The selected Vendor will also need to abide by the Pepsi contract.

14.0 OTHER CONSIDERATIONS

Carry Over – All meal plan balances must be used in the semester in which they are purchased. Balances will not carry over from semester to semester or year to year.

Flex Dollars – Must be used in the semester in which they are purchased and will not carry over.

APPENDIX D: ACADEMIC BOARD CALENDAR

West Virginia State University

2023-2024 Board Calendar

August 2023						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August = 19 days

September 2023						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

September = 30 days

October 2023						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

October = 31 days

November 2023						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

November = 22 days

December 2023						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

December = 8 days

January 2024						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January = 17 days

February 2024						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

February = 29 days

March 2024						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

March = 23 days

April 2024						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

April = 30 days

May 2024						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

May = 3 days

June 2024						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

June = 0 days

July 2024						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Juy = 0 days

- 212 Board Billing Days
- 14 Pre-Semester (bill per meal)
- 16 Optional bill per meal days
- 31 Semester Break
- Non-Board Days