

Glenville State University
Request for Proposals
GSU25-001 Beverage Services

Glenville State University
200 High St., Glenville, WV 26351
Request for Proposals
RFP Number/Name: GSU25-001 Beverage Services
September 26, 2024

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1.0. General Information

Glenville State University, hereinafter referred to as “University”, is requesting proposals from qualified Vendors to provide professional beverage services for the patrons of the “University”. Patrons include faculty, staff, students, guests, and the general public. The “University” employs approximately 222 full-time employees, 53 part-time employees, and enrolls approximately 1,000 students. The location of the “University” campuses are as follows:

Campus	Street Address	City	State	Zip Code	County
Main Campus	200 High Street	Glenville	WV	26351	Gilmer
Waco Center	921 Mineral Road	Glenville	WV	26351	Gilmer
Pioneer Village	916 Mineral Road	Glenville	WV	26351	Gilmer
Riverfront Residence	100 Conrad Court	Glenville	WV	26351	Gilmer
Morris Criminal Justice Training Center	103 Academy Street	Glenville	WV	26351	Gilmer

1.1. Nature & Intent of the RFP

This Request for Proposals (RFP) outlines the nature and scope of services desired by the “University”. The intent of the “University” is to enter into a contract with a single Vendor. However, the “University” has the right to award a contract to more than one (1) Vendor. The “University” reserves the right to cancel the (RFP) at the sole discretion of the “University”.

1.2. Addendum

Changes or revisions to this RFP will be made by an official written addendum. Proposers should acknowledge receipt of all addenda issued for this RFP by completing an “Addendum Acknowledgment Form” and including it with each proposal. Failure to acknowledge addendum may result in proposal disqualification.

1.3. Contact Information

The contact person for this Request for Proposals is Mr. Clay Chesser. All communication should be sent via email at clay.chesser@glenville.edu. Please reference the (RFP) name and number in the subject line of the email as follows: RFP GSU25-001 Beverage Services. Failure to communicate in accordance with the (RFP) may result in the disqualification of a proposer or proposal.

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1.4. Schedule of Events

Schedule of Events (Subject to Change)		
Event	Date	Time
1 st Advertisement.	09/26/2024	
2 nd Advertisement.	10/03/2024	
Question Period	10/04/2024 – 10/09/2024	
Answer Period	10/10/2024 – 10/16/2024	
Proposals Due	11/06/2024	by 3:00 pm EST
1 st Evaluation.	11/07/2024	
Discussions or Interviews	11/08/2024 – 11/12/2024	
2 nd Evaluation.	11/13/2024	
Negotiation Period.	11/14/2024 – 12/03/2024	
Final Award.	12/06/2024	

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2.0. Eligibility

2.1. U.S. Government - Debarment – West Virginia Code §5A-3-33 through §5A-3-33F

As provided in West Virginia Code §5A-3-33 through §5A-3-33F, vendors that have been debarred are not eligible to offer on or receive contracts to supply goods or services to the state and its subdivisions for a specified period of time. The vendor's status can be verified on the United States government "System Award Management" (SAM) website: <https://www.sam.gov>

2.2. West Virginia Secretary of State – Business Registration

The proposer's business must be registered with the Secretary of State. The proposer must provide proof of compliance with the West Virginia Secretary of State. For more information, contact the West Virginia Secretary of State. <http://www.sos.wv.gov/Pages/default.aspx>

2.3. West Virginia Tax Division – Purchasing Affidavit – West Virginia 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 the debt owned is an amount greater than one thousand dollars in the aggregate. The vendor must provide proof of compliance with the West Virginia Tax Division. For more information, contact the West Virginia Tax Division: <https://tax.wv.gov/Pages/default.aspx>

2.4. West Virginia Purchasing Division - Vendor Registration – West Virginia Code §5A-3-12

The West Virginia Code requires that all vendors be registered with the West Virginia Department of Administration, Purchasing Division, prior to receiving a purchase order for competitive products and/or services exceeding \$25,000 from the Commission, the Governing Boards and their institutions. An annual vendor registration fee, payable to the West Virginia Department of Administration, is required from vendors who have received a purchase order for competitive products and/or services exceeding \$25,000.00 per order. For more information, contact the West Virginia Purchasing Division: <https://www.state.wv.us/admin/purchase/>

2.5. WorkForce WV - Unemployment Compensation – West Virginia Code §21A-2-6

West Virginia Code §21A-2-6 and the Bureau of Employment Programs' Exempt Legislative Rule (Title 96, Series 1) prohibit granting, issuing, or renewing any contract, license, permit, certificate, or other authority to conduct trade, profession, or business to or with any employing unit whose account is in default with the Commissioner of Work Force West Virginia in regard to the administration of Chapters 21A or 23 of the West Virginia Code. The vendor must provide proof of compliance with WorkForce WV. For more information, contact WorkForce WV: <https://workforcewv.org/>

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2.6. WV Office of the Insurance Commissioner - Workers Compensation

The vendor must provide proof of compliance with the West Virginia Office of the Insurance Commissioner. For more information, please contact the West Virginia Office of the Insurance Commissioner: <https://www.wvinsurance.gov/>

2.7. U.S. Internal Revenue Service - Taxpayer Identification Number

The Internal Revenue Service (IRS) requires the “University” to request the taxpayer identification number (TIN) for tax reporting purposes. IRS form W9 is generally used to obtain this information. You may contact the “University” Purchasing Division at 1-304-462-6184 to verify if you have a W9 on file or are if you are required to submit a W9 to the College. Form W9 may be downloaded from the website listed below.

<https://www.irs.gov/>

2.8. Local Governing Authorities

This project is located in the State of West Virginia, County of Gilmer and City of Glenville. The vendor must comply with the local authorities of the project location. For more information, please contact the West Virginia Gilmer County Commission, the West Virginia City of Glenville or other West Virginia authorities as required.

2.9. Resident Vendor Preference – West Virginia Code §5A-3-37

West Virginia vendors may claim an in-state resident vendor preference in accordance with §5A-3-37 of the West Virginia Code on purchases of materials, supplies, equipment and printing that are competitively offer; however, this resident preference is not applicable for services, including construction services.

2.10. Interested Party Disclosure

West Virginia Code § 6D-1-2 requires that the vendor submit a “Disclosure of Interested Parties to Contracts” form for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award.

3.0 Scope of Services

3.1. Rights

The successful proposer may be granted exclusive rights to provide non-alcoholic beverage services and non-alcoholic beverage products to include, but not be limited to, the following types of beverage services:

- 3.1.1. Vending machines.
- 3.1.2. Concession stands.
- 3.1.3. Fountain beverages.
- 3.1.4. "University" Club Activities.
- 3.1.5. Special "University" Events.
- 3.1.6. The "University" food services contractor.
- 3.1.7. Other services and products as requested by the "University".

3.2. Scope of Services

The "University" expects excellent services that will:

- 3.2.1. Comply with all relative governing authority's laws, rules, codes, regulations, etc.
- 3.2.2. Be performed in a cooperative effort with the "University".
- 3.2.3. Promote the "University".
- 3.2.4. Be tailored and designed to fulfill the needs and desires of the "University".
- 3.2.5. Be performed in a safe, professional, courteous manner.
- 3.2.6. Be performed on a regular, pre-established schedule.
- 3.2.7. Maintain equipment and respond quickly to all service and maintenance issues.
- 3.2.8. Enhance the patrons experience.
- 3.2.9. Provide refund policies and procedures.
- 3.2.10. Encourage the growth of sales.
- 3.2.11. Provide various financial and sales reports.

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3.3. Cost of Services

The successful proposer will be responsible for any and all costs to perform the beverage services and supply the beverage products which will include, but not be limited to, all labor, equipment, materials, appliances, tools, supplies, devices, products, travel, advertising, and the disposal/removal of any trash generated when performing the services except for the following:

- 3.3.1. Space. Any space that is to be occupied by the successful proposer must be agreed upon, in writing, by both parties, hereinafter, referred to as “occupied space”. The “University” will not charge rent for the “occupied space”.
- 3.3.2. Utilities. The “University” will be responsible for making the source of the electricity and the water that is necessary to provide the beverage services available for hook-up for the “occupied space”. The beverage service provider will be responsible for any hook-ups from the source to any equipment.

The addition, modification, or removal of any space or utility is solely up to the discretion of the “University”.

3.4. Equipment, Materials, Appliances, or Other Types of Tools, Supplies, & Devices

The beverage service provider must provide any or all equipment, materials, appliances, or other types of tools, supplies, or devices necessary to perform the services. Examples: Vending machines, coolers, fountain dispensers, cold barrels, coffee pots, carafes, and air pots. All equipment must be in new or like new condition. Vending Machines must be:

- 3.4.1. Strategically located for convenience and patron traffic.
- 3.4.2. Attractive.
- 3.4.3. Easy to use.
- 3.4.4. Be of the proper size for the “occupied space”.
- 3.4.5. Offer a variety of secure payment options (cash, coin, credit/debit card, etc).
- 3.4.6. Be kept in proper working order.
- 3.4.7. Adequately stocked with a wide variety of products.
- 3.4.8. Provide contact information for refunds, comments, or complaints.

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3.5. Products

The “University” expects the provision of a wide variety of fresh products including an adequate ratio of healthy products that will please the patrons of the “University”.

Alcoholic beverages are prohibited.

3.6. Personnel

The “University” expects the beverage service provider’s personnel who will perform the services as it relates to the task or requirement to be properly educated, certified, trained, experienced, and vetted by the beverage service provider. Personnel who perform services or deliver product must wear a company uniform with a name badge or applique.

3.7. Technology

The successful proposer must have the ability to facilitate the “University’s” current and future technology desires as it relates to the beverage services in a manner that is effective, efficient, and enhances the customer’s experience. For example, a one-card system.

3.8. Financial Offers

The successful proposer may offer a variety of types of financial offers such as, but not limited to:

- 3.8.1. A Guaranteed Commission.
- 3.8.2. Commission based on Sales.
- 3.8.3. A combination of a Guaranteed Commission and Sales.
- 3.8.4. Incentives.
- 3.8.5. Sponsorships.

3.9. Reporting

The successful proposer must provide financial reports for the “University” beverage service operations such as, but not limited to, balance sheets, income statements, sales reports, or a detailed commission report to the “University” Chief Financial Officer immediately after the end of each month but no later than the 15th of the following month.

3.10. Period of Service

The initial period of service will be a five (5) year period with the option to renew for either party for an additional five (5), one-year periods.

The desired begin date of service is January 1, 2025.

4.0 Proposals

All proposals are governed by the West Virginia Code and the Procedural Rules of the Commission.

4.1. Representation

The proposer, by submitting a proposal, represents that the proposer has read and understands the request for proposal documents, terms and conditions and the proposal is made in accordance therewith and is based on the goods and/or services specified in the Request for Proposal documents. Proposals must be signed by an authorized agent of the proposer and include the business name, business address, printed name, title, and the date of signature.

4.2. Multiple Proposals, Proposal Options, and Number of Copiers

Multiple proposals or options within a proposal may be submitted if desired. Five (5) copies of each proposal are required.

4.3. Trade Secrets or Other Proprietary Data

Do not include trade secrets or other proprietary data. Any information is subject to disclosure in a "Freedom of Information Act" request.

4.4. Modification or Withdrawal of Proposals

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

4.5. Rejection of Proposals

The "University" reserves the right to reject any or all proposals, in whole or in part; to reject a proposal not accompanied by the required proposal documents; or reject a proposal which is in any way incomplete or irregular at the sole discretion of the "University".

4.6. Acceptance of Proposals

The "University" reserves the right to accept one or more proposals, in whole or in part, at the sole discretion of the "University".

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4.7. Informalities and Irregularities

The “University” reserves the right to waive informalities or irregularities in a proposal that is received by the “University” at the sole discretion of the “University”.

4.8. Technical Proposal Requirements (Part “A”) & Financial Proposal Requirements (Part “B”)

Each proposal must be prepared in a two (2) separate parts. The offer number and the part letter must be clearly indicated on each proposal. Example: Technical Proposal Part “A” Offer No. 1 of 1. Financial Proposal Part “B” Offer No. 1 of 1.

Part “A” must be the Technical Proposal. The purpose of the Technical Proposal is to provide information about the business and the services being offered. The Technical Proposal may not disclose any information about the Financial Proposal.

Part “B” must be the Financial Proposal. The purpose of the Financial Proposal is to present a financial offer.

Proposals must be organized as follows and must contain the following information at a minimum. Other information may be provided.

Technical Proposal Part “A”	
Section No.	Section Description
Section 1	General Information about the business -The official name of the business -The physical address of the business -Number of Years in business -Financial Data (Balance Sheet & Income Statement for the past three (3) years -At least three (3) references - A list of current higher education accounts that are comparable in size and nature to the “University” which includes the client’s point-of-contact
Section 2	Services -The plan for performing the services -A description of the services
Section 3	Equipment -A list and a description of the type of equipment, materials, appliances, or other types of tools, supplies, & devices
Section 4	Products -A list and a description of the types of products
Section 5	Personnel -A list and a resume for each key personnel who will manage the services
Section 6	Reporting -A description of the types of reports
Section 7	Addendum Acknowledgement Form
Financial Proposal Part “B”	
Section No.	Section Description
1	Financial Proposal Form

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4.9. Proposal Package Preparation

The Technical Proposal must be enclosed separately from the Financial Proposal in a sealed, opaque envelope or package.

The Financial Proposal must be enclosed separately from the Technical Proposal in a sealed, opaque envelope or package.

The outside of each envelope or package must be labeled as follows:

Part "A" Package Instructions Technical Proposal		Part "B" Package Instructions Financial Proposal	
Glenville State University 200 High Street Glenville, WV 26351 Louis Bennett Hall – Room 200 Attention: Clay Chesser		Glenville State University 200 High Street Glenville, WV 26351 Louis Bennett Hall – Room 200 Attention: Clay Chesser	
RFP No:	GSU25-001 Beverage Services	RFP No:	GSU25-001 Beverage Services
Proposal Due:	11/06/2024 by 3:00 pm EST	Proposal Due:	11/06/2024 by 3:00 pm EST
Technical Proposal (Part "A") Offer No. 1 of 1		Financial Proposal (Part "B") Offer No. 1 of 1	

The Technical Proposal and the Financial Proposal must then be enclosed in a sealed, opaque envelope or package. The outside of the envelope or package must be labeled as follows and include a return address:

Outer Envelope or Package Instructions
Glenville State University 200 High Street Glenville, WV 26351 Louis Bennett Hall – Room 200 Attention: Clay Chesser RFP No: GSU25-001 Beverage Services Proposal Due: 11/06/2024 by 3:00 pm EST Offer No: 1 of 1

If submitting more than one (1) proposal, change the offer number accordingly.

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4.10. Submitting a Proposal

4.10.1. Proposals must be properly received by the “University” on or before the proposal due date and time.

4.10.2. The proposer shall assume full responsibility for the timely delivery of their proposal.

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

4.10.4. Proposals may be delivered via a mail service or in person.

4.10.5. If the proposal is being delivered in person, the proposal must be delivered to the contact person for the RFP.

Name:	Clay Chesser
Address:	200 High Street Glenville, WV 26351
Location:	Louis Bennett Hall Room 200

4.10.6. If the proposal is being delivered via a mailing service, See Section 4.9. Outer Envelope or Package Instructions for the correct mailing information.

4.11. Proposal Due Date and Time

Proposals are due on/at the following date, time and location.

Date:	11/06/2024
Time:	By 3:00 pm EST

4.12. Late Proposals

Proposals received after the proposal due date and time will be returned unopened.

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5.0. Evaluations, Discussions and Interviews

The Technical Proposal Part “A” will be opened, evaluated and scored before the Financial Proposal Part “B” is opened, evaluated and scored.

5.1. Evaluation Committee

A committee of three (3) to five (5) persons shall be established by the “University” to evaluate and score the proposals.

The proposer or anyone on behalf of the proposer is prohibited from contacting any evaluation committee member prior to the award of the contract. The proposer may be disqualified if the proposer or anyone on behalf of the proposer contacts a member of the evaluation committee. Exceptions are listed below:

- 5.1.1. To participate in an interview or discussion initiated by the “University”.
- 5.1.2. The proposer is currently providing services for the “University”. In this case, the proposer may only contact the designated “University” contact person and only discuss matters pertaining to the current service being provided by the proposer. The proposer should limit any contact or interaction to that which is necessary to perform such services.

5.2. Evaluation Factors

Proposals shall only be evaluated on the following factors: (See Section 5.3.)

No.	Factor	Number of Points Available
1	General Information about the Business	15
2	Services	20
3	Equipment	20
4	Products	20
5	Personnel	10
6	Reports	10
7	Financial Offer	5
	Total Points Available	100

5.3 Discussions or Interviews

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

6.0 Negotiation, Intent to Award, and Award/Non-Award of a Contract

6.1. Negotiation & Intent to Award

The proposers will be short-listed based upon the evaluation score.

The “University” will begin the negotiation process with the proposer who received the highest score. A Best and Final Offer may be submitted by the proposer at the end of the negotiation effort.

An “Intent to Award Letter” may be issued by the “University” to disclose the “University’s” intent to award a contract to the proposer and to outline any issues that must be resolved before an “Award Letter” can be issued and/or the “University may enter into a contract with the proposer.

If the negotiation effort fails with the proposer who received the highest score, the “University” will begin the negotiation process with the proposer who received the second highest score and so on and so forth.

If all negotiations fail, the RFP will be canceled and the “University” reserves the right to issue a new RFP at the sole discretion of the “University”.

6.2. Award/Non-Award of a Contract

The “University” reserves the right to award or to not award a contract at the sole discretion of the “University”.

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7.0 Contract Documents and Conditions of the Contract

The Request for Proposals will be incorporated into and become part of the contract by reference.

Contract Documents		
Source	Type of Document	Exhibit
Glenville State University	Purchase Order	A
Vendor	Contract (modified as negotiated)	
State of West Virginia	WV-96 1/1/2019 "State of West Virginia Addendum to Vendor's Standard Contractual Forms" Form (cannot be modified)	B
Conditions of the Contract		
Source	Type of Document	Exhibit
Glenville State University	Standard Terms and Conditions	C
West Virginia Ethics Commission	Disclosure of Interested Parties to Contracts	D
West Virginia Secretary of State	Proof of Compliance -Certificate of Existence -Certificate of Authority -Exemption Certificate -Other as issued by the West Virginia Secretary of State	NONE
West Virginia Tax Division	Proof of Compliance -Business License -Letter of Good Standing -Purchasing Affidavit	E
West Virginia Purchasing Division	Proof of Compliance -Documentation issued by the West Virginia Purchasing Division	NONE
WorkForce WV	Proof of Compliance -Letter of Good Standing	NONE
WV Office of the Insurance Commissioner	Proof of Compliance -Letter of Good Standing	NONE
U.S. Internal Revenue Service	W9 Form Rev. March 2024 "Request for Taxpayer Identification Number and Certification	F
Local Governing Authorities	As required	NONE
State of West Virginia	Drug Free Workplace Conformance Affidavit	G
State of West Virginia	Certified Drug-Free Workplace Report Coversheet	H
Vendor	Certificate of Liability Insurance (on Acord form)	I
Vendor	Performance Bond with Acknowledgements	J

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8.0 Exhibits

Exhibits	
A	Purchase Order (Example)
B	WV-96 1/1/2019 "State of West Virginia Addendum to Vendor's Standard Contractual Forms" Form (cannot be modified)
C	Standard Terms and Conditions
D	Disclosure of Interested Parties to Contracts
E	Purchasing Affidavit
F	W9 Form Rev. March 2024 "Request for Taxpayer Identification Number and Certification
G	Drug Free Workplace Conformance Affidavit
H	Certified Drug-Free Workplace Report Coversheet
I	Certificate of Liability Insurance (must be presented on an Acord form) (minimum required limits)
J	Performance Bond with Acknowledgements
K	Addendum Acknowledgement Form with Acknowledgement & Instructions (to be submitted with each proposal)
L	Financial Proposal Form

[illegible]

WV-96
1/1/2019

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

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

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service:

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

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**

2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.

8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.

10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.

11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

WV-96
1/1/2019

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~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: _____

TERMS AND CONDITIONS

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

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

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

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

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

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

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

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

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

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

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: _____ Address: _____

Name of Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

☐ Check here if this is a Supplemental Disclosure

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

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

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

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

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

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

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

Signature: _____ Date Signed: _____

Notary Verification

State of _____, County of _____:

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

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

 Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

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

My Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	6 City, state, and ZIP code
7 List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
					-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



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

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

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

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

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

Printed Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

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

By Commission expires _____

(Seal)

(Notary Public)

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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

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

Contract Identification:

Contract Number: _____

Contract Purpose: _____

Agency Requesting Work: _____

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

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

Vendor Contact Information:

Vendor Name: _____

Vendor Telephone: _____

Vendor Address: _____

Vendor Fax: _____

Vendor E-Mail: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

Insert Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insert the Name & Address of the insurance broker.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Insert</td> </tr> <tr> <td>PHONE (A/C, No, Ext): Insert</td> <td>FAX (A/C, No): Insert</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: Insert</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Insert</td> <td>NAIC # Insert</td> </tr> <tr> <td>INSURER B: Insert</td> <td>Insert</td> </tr> <tr> <td>INSURER C: Insert</td> <td>Insert</td> </tr> <tr> <td>INSURER D: Insert</td> <td>Insert</td> </tr> <tr> <td>INSURER E: Insert</td> <td>Insert</td> </tr> <tr> <td>INSURER F: Insert</td> <td>Insert</td> </tr> </table>	CONTACT NAME: Insert		PHONE (A/C, No, Ext): Insert	FAX (A/C, No): Insert	E-MAIL ADDRESS: Insert		INSURER(S) AFFORDING COVERAGE		INSURER A: Insert	NAIC # Insert	INSURER B: Insert	Insert	INSURER C: Insert	Insert	INSURER D: Insert	Insert	INSURER E: Insert	Insert	INSURER F: Insert	Insert
CONTACT NAME: Insert																					
PHONE (A/C, No, Ext): Insert	FAX (A/C, No): Insert																				
E-MAIL ADDRESS: Insert																					
INSURER(S) AFFORDING COVERAGE																					
INSURER A: Insert	NAIC # Insert																				
INSURER B: Insert	Insert																				
INSURER C: Insert	Insert																				
INSURER D: Insert	Insert																				
INSURER E: Insert	Insert																				
INSURER F: Insert	Insert																				
INSURED Insert the Name & Address of the person or entity. Must be the legal name.																					

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

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

INSERT RELEVANT INFORMATION AND THE FOLLOWING STATEMENT:

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

CERTIFICATE HOLDER

CANCELLATION

GLENVILLE STATE COLLEGE
 200 HIGH STREET
 GLENVILLE, WV 26351

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PERFORMANCE BOND

Exhibit "J"

KNOW ALL MEN BY THESE PRESENTS:

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

as Principal, hereinafter called Contractor, and _____
(Surety name and complete address including ZIP Code)

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

as Surety, hereinafter called Surety, are held firmly bound unto _____
(Owner name, complete address including ZIP Code and legal title)

as Obligee, hereinafter called Owner, in the amount of _____

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

WHEREAS, Contractor has by written agreement dated _____
_____ entered into a contract with Owner for _____

in accordance with drawings and specifications prepared by _____

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

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

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

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

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

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

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

Principal Corporate Seal

(Contractor Name) (Seal)

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

(Title)

Surety Corporate Seal

(Surety)

BY: _____ (Seal)

NOTE: Please attach Power of Attorney.

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

APPROVED AG 07-15-2024

ACKNOWLEDGMENTS

Exhibit "J"

Acknowledgment by Principal if individual or Partnership

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

Acknowledgment by Principal if Corporation

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

Acknowledgment by Surety

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

Sufficiency in Form and Manner of Execution Approved

This _____ day of _____ 20 _____.

Attorney General
By: _____
(Deputy Attorney General)

ACKNOWLEDGMENT PREPARATION INSTRUCTIONS

Exhibit "J"

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

ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

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

ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

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

ACKNOWLEDGMENT BY SURETY

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

POWER OF ATTORNEY INSTRUCTIONS

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

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

Glenville State University
200 High St., Glenville, WV 26351
Request for Proposals
RFP Number/Name: GSU25-001 Beverage Services
September 26, 2024

Addendum Acknowledgement Form

Please acknowledge receipt of all addenda issued with this Request for Proposals by completing this "Addendum Acknowledgement Form".

Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in the disqualification of a proposal(s).

Acknowledgement: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal.

Addendum Numbers Received (Check the box next to each addendum received):

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this proposal. I further understand that any verbal representation made or assumed to be made during any oral discussion held between vendor's representatives and any Glenville State University personnel is not binding. Only the information issued in writing and added to the Request for Proposals by an official addendum is binding.

Business Name: _____

Business Address: _____

Signature: _____ Date of Signature: _____

Printed Name: _____ Title: _____

Glenville State University
200 High St., Glenville, WV 26351
Request for Proposals
RFP Number/Name: GSU25-001 Beverage Services
September 26, 2024

Financial Proposal Form

The Proposal Form is to be completed by the proposer as applicable. The proposer, by submitting a proposal, represents that the proposer has read and understands the Request for Proposal documents, terms and conditions and the proposal is made in accordance therewith and is based on the goods and/or services specified in the Request for Proposal documents. Proposals must be signed by an authorized agent of the proposer.

Financial Offers

Guaranteed Commission (In Figures): _____

Guaranteed Commission (In Words): _____

Commission based on Sales (In Figures): _____

Commission based on Sales (In Words): _____

Guaranteed Commission and Sales (In Figures): _____

Guaranteed Commission and Sales (In Words): _____

Incentives (In Figures): _____

Incentives (In Words): _____

Sponsorships (In Figures): _____

Sponsorships (In Words): _____

I, hereby certify, that I am authorized by the vendor to execute and submit this proposal or any related documents on behalf of the vendor and bind the vendor to a financial commitment that cannot be unilaterally withdrawn.

Business Name: _____

Business Address: _____

Signature: _____ Date of Signature: _____

Printed Name: _____ Title: _____