

Purchase Order

West Virginia State University
 Purchasing Office
 PO Box 368.
 Institute, WV 25112-0368
 Direct all inquiries regarding this order to:
 (304)-766-3010

Purchase Order #
WSC4607

To:
 AVI FOODSYSTEMS, INC
 2590 ELM ROAD NE
 WARREN, OH 44483-2997
 FEIN: 340939177

Vendor Code
30134

Dept.
 STUDENT AFFAIRS

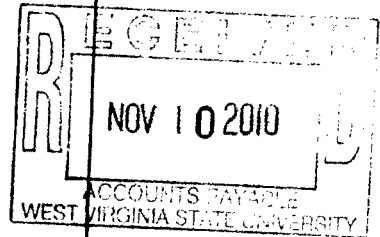
THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS PRESENTED ON REVERSE SIDE HEREOF AND AS SET FORTH HEREIN.

Bldg.
 Sullivan Hall

WVFIMS Account #:
 VARIOUS
 P #

P.O. Date	Buyer	Ship Via	Terms	Date of Change
8/1/2003	JANIS BENNETT	NA	NET 30	8/1/2010

Item #	Quantity	Unit Price	Extended Price
<p align="center">FOOD SERVICE PROGRAM CHANGE ORDER #11</p> <p>RENEWAL OF CONTRACT AUGUST 1, 2010 TO JULY 31, 2011 RENEWALS REMAINING: 2</p> <p>REVISED BOARD RATES ATTACHED FOR ACADEMIC TERM 2010-2011</p>			
BANNER			\$ OPEN-END
FUND VAR	ORG VARIOUS	ACC/OBJ VAR	



Authorized Signature: *Janis Bennett* 10/12/10

Mail Original Invoice and 1 copy to:
 West Virginia State University
 PO Box 368
 Institute, WV 25112-0368

APPROVED AS TO FORM THIS 1344
 DAY OF October 2010
 DARRELL V. McGRAW, JR.
 ATTORNEY GENERAL

By: *Dawn E. Workfield*
 DEPUTY ATTORNEY GENERAL

**APPROVED FOR
 ONE FISCAL YEAR**

WEST VIRGINIA STATE UNIVERSITY

"A Living Laboratory of Human Relations"

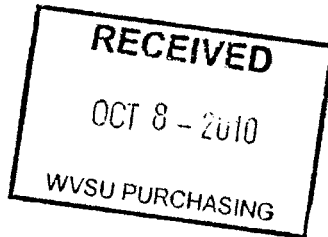
MEMORANDUM

TO: Janis Bennett
Director of Purchasing

FROM: Vicki Barnes *VB*
Foodservice Manager

RE: **Contract Renewal / Rate Adjustment
WVSC4607**

DATE: September 16, 2010



I am attaching an "Intent to Renew" agreement and fee adjustment proposal formulated between West Virginia State University and AVI FoodSystems. The proposal reflects terms for contract continuation formulated among AVI Director, Rod Martin, corporate representatives, and the WVSU Student Affairs Division.

On behalf of WVSU Foodservices, and in conjunction with AVI, I am in concurrence with the attached rate proposal and Meal Option changes. I am requesting such amendment to WVSC4607. The FY'11 Dining Services fee proposal has been developed and approved incorporating the proposed adjustments with the one exception of altering the 'default plan' for freshmen. The 'default' plan for all students will remain Option #3 (19 meals per week) as previously determined.

I am recommending that a change order be processed for extension of our current contract, sustaining all other previous terms and commitments of our existing contractual agreement.

Attachment

cc: Joey Oden *JO*
Rod Martin

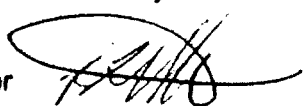
Food Services
138G Prillerman Hall
P.O. Box 1000
Institute, WV 25112-1000
Phone: (304) 766-5758
Fax: (304) 766-5174

Monday, July 1, 2010


To: Mr. Joseph Oden
Assistant Vice President
Student Affairs
West Virginia State University



From: Roderick Martin
Resident Director
AVI Fresh Inc.



Subject: 2010-2011 Billing Rates



Please accept this memo the as billing rates for 2010-2011 school year to the contract for West Virginia State University.

Residential Student Meal Plans
Option #1 Premiere

- 19 meals per week (Monday – Sunday) \$78.75
- 4 Late night meals per week (Monday – Thursday)
 - \$11.25 per day will be invoiced weekly
 - \$125 Flex dollars per plan will be billed at the beginning of each semester

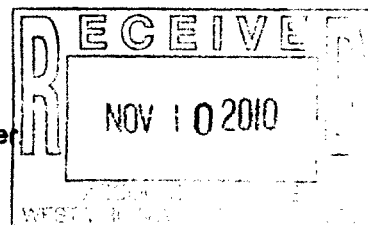
Option #2

- 15 meals per week (Monday – Sunday) \$68.81
 - \$9.83 per day will be invoiced weekly
 - \$150 Flex dollars per plan will be billed at the beginning of each semester.

Option #3

(Resident Default Plan)

- 19 meals per week (Monday – Sunday) \$66.99
 - \$9.57 per day will be invoiced weekly
 - \$150 Flex dollars per plan will be billed at the beginning of each semester.



Yellow Jacket Dining Dollars

Gives you access to all WVU Dining Facilities. Open an account with a minimum of \$150.00. Add to your account at any time in \$25/ \$50 increments. Dining Dollars carry over from fall to Spring Semesters with the purchase of a new plan or by adding funds to your existing Yellow Jacket Dining account, but do not carry over from spring to subsequent summer or fall semesters.

Child Care

- Breakfast, lunch and snack
- \$4.01 per day

Faculty Plans

- **Block 25:** Any 25 meals (breakfast, lunch, dinner) Monday through Friday throughout the semester (excludes premium/special theme meals)
 - \$93.95 per semester
- **Block 50:** Any 50 meals (breakfast, lunch, dinner) Monday through Friday throughout the semester (excludes premium/special theme meals)
 - \$184.67 per semester

Summer Board Plan

	<u>Daily Rate</u>	<u>Weekly Rate</u>
○ 200 and above	\$13.46	\$ 94.23
○ 151 to 199	\$14.25	\$ 99.67
○ 150 and below	\$15.97	\$111.77

Summer Camps and Conference Rate

- Daily Rate \$19.39

Board Casual Meal Sales Rates

Breakfast	\$4.75
Brunch	\$6.24
Lunch	\$6.24
Dinner	\$7.46
Premium Night	\$9.01
Faculty/Staff Lunch	\$4.20
Late Night	\$4.75

Terms and Conditions
Revised 3/20/96

1. **ACCEPTANCE:** Seller 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 Seller are objected to and are hereby rejected, unless otherwise provided for in writing by the Buyer and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the Governing Board having jurisdiction 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 Seller without the Buyer's consent.
4. **BUYER:** For the purpose of these Terms and Conditions, the "Buyer" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Seller.
5. **CANCELLATION:** The Buyer may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
6. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the W. Va. Division of Labor, if applicable.
7. **DELIVERY:** For exceptions to the delivery date as specified in the Order, the Seller shall give prior notification and obtain the approval of the Buyer. Time is of the essence of this Order and it is subject to termination by the Buyer for failure to deliver on time.
8. **DISPUTES:** Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
9. **HOLD HARMLESS:** The Buyer will not agree to hold the Seller or any other party harmless because such agreement is not consistent under 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 Buyer.
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 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 AND INTEREST ON LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.
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 Buyer. Any rejections of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, whether held by the Buyer or returned to the Seller, will be at the Seller's risk and expense.
16. **SELLER:** for the purposes of these Terms and Conditions, the "Seller" means the vendor whose quotation, bid, proposal or expression of interest has been accepted and has received lawfully issued Purchase Order from the Buyer
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 Buyer.
18. **TAXES:** The State of West Virginia (the Buyer) 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 Seller of any of the provisions of this contract, the Buyer reserves the right to cancel and terminate the contact forthwith upon giving written notice to the Seller. The Seller shall be liable for damages suffered by the Buyer resulting from the Seller's breach of contract.
20. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other descriptions furnished or specified by the Buyer; (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.

FOOD SERVICE OPERATIONS

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

1. INTRODUCTION

- 1.1 The vendor, as an agent of the College, will purchase, prepare and serve food products on the campus and provide nutritionally balanced meals for the students, faculty, staff and guests on a continuous service schedule as agreed upon. The vendor will provide such food and food products as may be requested for receptions, banquets, conferences, symposiums, concessions and summer groups/camps.
- 1.2 The vendor will, in conjunction with the College, design a food service program that enhances the students' quality of life and contributes significantly to the total educational experience. These specifications are intended to preserve the integrity of the food service operation.
- 1.3 The College's food service program currently operates in the following campus locations:

Gwendolyn Goldston Cafeteria (Main Dining Facility)

Cafeteria Area includes 5 additional Catering Areas

Erickson Alumni Center (Catered Events)

James C. Wilson College Union (Catered Events)

WVSC Child Development Center (Lunch / 2 Snacks Daily During Academic Year)

Home of the West Virginia State College President (Catered Events)

Additional Facilities/Functions as deemed appropriate by West Virginia State College

* Denotes exclusivity*

2. WEST VIRGINIA STATE COLLEGE'S FOOD SERVICE POLICY

- 2.1 The College presently offers meal plans and provides meals on a cash basis in a student cafeteria.
- 2.2 The first meal covered by the board plan in each regular semester will be lunch on the day the residence halls open. Board plans coverage for summer session will begin on the day of registration. The last meal covered by the board plan for the regular semesters will be dinner on the day of graduation. Board plan coverage will end for the summer session with dinner on the last day of exams.

- 2.3 Vendors should expect to have some food service available on campus 365 days per year.
- 2.4 Students residing on campus are currently required to purchase a meal plan except those students residing in the Prillerman Hall Complex. Students may not discontinue a meal plan as long as they remain enrolled during a semester, except in the case of marriage or circumstances, which are determined by the College to be beyond the student's control.
- 2.5 Although a system is not currently in place, a declining balance system is a requirement. The suggested system must tie in with the Biometric Reader currently being used and be the responsibility of the vendor. Resident students may, in addition to their required board plan, open a declining balance account with a minimum balance to be determined. Students may open a declining balance account, without purchasing a board plan, with a minimum initial payment to be determined. A declining balance account may be used in any of the student food service locations. Additions to any declining balance account may be made after the close of registration in even dollar amounts to be determined.

3. GENERAL INFORMATION

NA

4. STUDENT DINING SERVICE

4.1 Minimum Menu Specifications

Breakfast

Fresh frozen orange juice and 2 other juices
A choice of 3 fresh fruits
Choice of 2 meatless entrees with eggs always available
Choice of 2 meats with bacon always available
Turkey Meats (i.e. bacon and/or sausage) always available
At least 4 kinds of "homemade" baked pastries
At least 2 kinds of "homemade" baked specialty breads
Assorted beverages including coffee, tea, hot chocolate and milk (whole, skim and chocolate)
Breakfast bar with at least 25 choices including cereals, condiments and fruits
Hot cereal

Continental Breakfast

Choice of at least 6 assorted dry cereals
Fresh frozen orange juice and 2 other juices
A choice of 3 fresh fruits
At least 4 kinds of "homemade" baked pastries
At least 2 kinds of "homemade" baked specialty breads
Assorted beverages including coffee, tea, hot chocolate and milk (whole, skim and chocolate)

LunchA. Hot Line

Choice of at least 3 hot entrees (one Vegetarian option)
Choice of at least 2 vegetables with a minimum of 1 starch

B. Deli Line

Minimum of 2 hot sandwiches
Minimum of 3 sliced meats, 1 of which will be roast beef, turkey, ham, pastrami or corned beef
Minimum of 2 sandwich spreads (tuna salad, ham salad, chicken salad, pimento cheese, etc.)
Sliced American and Swiss cheese
At least 3 "homemade" sliced breads for sandwiches
Choice of 3 "homemade" rolls daily
French fries daily
Daily choice of 2 kinds of potato chips

C. Soup and Salad Bar

At least 2 hot soups daily
At least 2 kinds of greens on salad bar
At least 10 salad toppings
Choice of 4 salad dressings
Choice of at least 3 prepared salads
Assorted "homemade" breads, spreads, jelly, jam, preserves and appropriate condiments
Choice of 3 desserts with soft serve ice cream always available and at least 3 fresh fruits

D. Beverages

Includes existing carbonated drinks, teas, fruit punch, lemonade, etc. milk (whole, skim and chocolate), hot chocolate and coffee

Light Lunch

Same specifications as the regular lunch deli line and soup and salad bar

Dinner

Choice of at least 2 hot soups

Choice of at least 3 entrees (one Vegetarian option)

Choice of at least 2 vegetables with a minimum of 1 starch

Selection from at least 10 toppings and 2 kinds of greens on salad bar

Choice from at least 3 prepared salads

Choice from at least 4 salad dressings

Specialty "homemade" breads, including rolls, biscuits or muffins at each dinner meal with appropriate condiments

Choices of 4 desserts with soft serve ice cream always available

Choice of 3 fresh fruits

Assorted beverages, including existing carbonated drinks, tea, coffee, and milk (whole, skim and chocolate), hot chocolate and at least 2 juices with orange juice always available

Study Break

Light baked dessert items

Assorted beverages including punch, coffee, tea, hot chocolate and milk (whole, skim and chocolate)

Nutritional information must be available to members of the College community on receiving reasonable notice for such information.

4.2 GENERAL SPECIFICATIONS

4.2.1 Each daily hot line dinner and lunch menu shall contain a minimum choice of one solid meat entree and two other hot entrees.

4.2.2 A deli line identical to lunch deli lines shall be provided for all dinner meals with the exception of Premium Nights.

- 4.2.3 Except for special occasions, to be worked out by mutual agreement between the College and the Vendor, all board plans will be cafeteria style. Additional agreements between the College and the Vendor to provide National Branding opportunities are acceptable.
- 4.2.4 The Vendor, working with authorized staff members of the College and student committees, shall provide a variety of programs and special dinners for students at no additional charge. These shall range from holiday dinners to special "theme" dinners, complete with costumes, decorations and music appropriate for the occasion. These shall occur a minimum of six times during the academic year. These meals shall be served and adequately promoted to encourage maximum student participation.
- 4.2.5 Premium night dinners will be served twice each month during the academic year. Premium night will rotate between Monday, Tuesday, Wednesday and Thursday nights.
- 4.2.6 Exam treats will be provided at no extra charge to students usually one (1) week per semester.
- 4.2.7 Salad bars shall include tuna salad, ham or chicken salad, cottage cheese, fruit salad (canned and fresh fruit mixed), cheese, peanut butter, chopped egg, raw vegetables, catsup, pickles and at least four (4) kinds of salad dressings including low calorie and oil and vinegar.
- 4.2.8 Breads should include white, wheat, rye, French, pumpernickel, Jewish rye, buttermilk and diet.
- 4.2.9 Breakfast meats (for example): bacon, sausage, ham, turkey alternatives.
- 4.2.10 Lunch meats (for example): hamburger, roast beef, cold cuts, ham, hot dogs, fish and a variety of Chicken choices. Lunch Menu should also include fast food options i.e. Pizza/Bread Sticks, etc.
- 4.2.11 Dinner meats (for example): steak, roast beef, poultry, ham, pork roast, chops, fish, liver, shrimp and a variety of Chicken options. Dinner Menu should also include fast food options i.e. Pizza/Breadsticks, etc.
- 4.2.12 Vegetables (for example): corn, green beans, peas, carrots, asparagus, and broccoli.
- 4.2.13 Hot food should be hot; cold food should be cold. Progressive cooking will be the normal method of operation, staggering the hot entrees and vegetables so that relatively small amounts become ready for serving at progressive periods during the meal.
- 4.2.14 Certain food accompaniments will automatically be served with some dishes and placed on the condiment table. Examples include applesauce with pork, cranberry sauce with turkey, tartar sauce and lemon slices with fish, vinegar with greens and mint jelly with lamb.

- 4.2.15 Sauces, cream, sugar and appropriate sugar substitutes will always be available next to coffee cups; ice will be available next to the tea; and butter will be available next to the bread.
- 4.2.16 All bakery items are to be of the freshest quality.
- 4.2.17 The Vendor will have and utilize a standard recipe service. Cooks and bakers will be required to follow standardized recipes for all production items.
- 4.2.18 Each day's menu will be written with nutrition and eye appeal considered as important as cost and popularity. All foods on the service line must have Professional Identification.
- 4.2.19 Daily and weekly menus will be prominently posted at each station in the kitchens and in the dining rooms. Additional menus will be prepared and distributed to the Director of the WV State College Child Development Center, which covers meals prepared for that location.
- 4.2.20 The Vendor will provide the daily menu on an automatic telephone-answering device. In addition to a Web Site with information about services should be available.
- 4.2.21 A month prior to the beginning of the fall, spring and summer sessions, the Vendor will submit to the College for approval a four (4) week cycle menu for board plans. Particular attention should be directed to weekend menus, which will not consist of leftovers and convenience items. An additional cycle should be provided covering Child Development Center Options.
- 4.2.22 Care will be taken to provide balanced diets for vegetarian students.
- 4.2.23 Special diets for students will be provided when prescribed and approved, in writing, by a medical doctor.
- 4.2.24 The following minimum food specifications are established and shall be maintained:
- Beef and Veal, USDA Choice
 - Pork and Lamb, USDA "1"
 - Poultry, USDA Grade "A"
 - Eggs and Dairy Products, USDA Grade "A"
 - Frozen Foods, USDA Grade "A" Fancy
 - Fresh Produce, USDA "1" Quality
 - Canned Goods, USDA Grade "A" Fancy
- The College reserves the right to periodically review all invoices to ensure these specifications are being met.
- 4.2.25 The Vendor will provide for a Welcome Picnic/Reception in a location to be designated by the College President for all Resident Hall Students during Residence Hall Orientation Week for the fall and spring semesters at no cost to the College or to the student patrons.

- 4.2.26 Cold box lunches will be provided to contract board students when official field trips, athletic trips, student work assignments/internships, and other College-sponsored or related functions as authorized by the President or Vice-President(s), would not allow the student to eat during normal service hours or within normal service areas.
- 4.2.27 As a contributor to the College's continuous efforts to attract students to live in the Residence Halls and to utilize on-campus dining options, the vendor agrees to provide a minimum of 19 meals each per week free to a maximum of 12 academic scholarship recipients as selected by the College.
- 4.2.28 The vendor shall provide a minimum of 19 meals per week free to each Resident Hall Director and Assistants.
- 4.2.29 Certain College Administrators are assigned the responsibility for making periodic visits to the Dining Hall for purposes of evaluating/observing the food service operation. When these staff members do so, they will receive courtesy meals at no charge. Courtesy meals will not exceed 19 meals per week and will be utilized over the full week's menu. No more than three courtesy administrator's meals shall be consumed during any one particular meal period.
- 4.2.30 The vendor will provide 150 complimentary meal passes each, for use by the Admissions Office and the Director of Residence Life to be used for the purpose of recruiting potential students to the institution.

5. SANITATION

- 5.1 The utmost importance is placed on proper sanitation standards. National Sanitation Foundation (NSF) standards for food service establishments must be maintained. In addition, a health department Grade "A" rating must be maintained at all times. Copies of most recent ratings/inspections and any additional company specific information should be contained within this RFP.

- 5.2 The Vendor shall examine all food handlers visually, at least daily, to ensure that they are following established hygiene practices in the handling of food:
- a. Bathing daily
 - b. Wearing clean outer clothing
 - c. Keeping fingernails short and clean
 - d. Using hairnets, caps or lacquer spray when hair is longer than six (6) inches (applies to both male and female employees)
 - e. Removing wristwatches and rings, except plain wedding bands, during the preparation and service of food
 - f. Washing hands with warm water and soap upon reporting for duty, after each visit to the restroom, and after handling raw meat, fish or fowl
 - g. Reporting symptoms of infectious diseases, including colds, to medical authorities.
- 5.3 The kitchen will be immaculate. The floors will be kept clean throughout the day and there will be no trash such as cardboard boxes, towels, books, etc. lying on top of refrigerators, range shelves or dish tables. Each department will have quick and easy access to a mop and other necessary cleaning utensils and supplies.
- 5.4 The pot room and dish room will be clean and sanitized, with little or no excess water spills on the floor. The trashcans in the kitchens will all be lined with plastic liners; none will be overflowing, and all will have covers on them.
- 5.5 The restrooms in the dining hall will be kept in immaculate condition with documented inspections and cleaning every eight (8) hours.
- 5.6 The receiving dock will be clean and sanitary.
- 5.7 All food in the walk-in refrigerators and freezers will be labeled, dated and properly covered with plastic wrap or aluminum foil.
- 5.8 Floors will be cleaned by vacuuming, washing or mopping. Spray wax and buff tile floors as necessary to maintain their appearance. At least semi-annually, thoroughly strip and wax all tile floors and shampoo carpet.
- 5.9 Steam tables, coffee urns, griddles, condiment containers and tables, etc. will be cleaned at least daily.
- 5.10 Kitchen tables, meat grinders, knives, etc. will be cleaned and sanitized after each use.
- 5.11 Dining room tables, beverage counters and salad bars will be constantly wiped and kept in spotless condition throughout each meal.

5.12 Cooking surfaces of grills, griddles and similar cooking devices shall be cleaned at least once a day and shall be free from encrusted grease deposits and other debris.

6. CATERING

6.1 Catering is an extremely important operation. The Vendor must demonstrate the knowledge, experience and capability necessary to perform each scheduled catering opportunity in a firm, consistent, highly professional manner.

6.2 Catering menus, portions and prices will be approved by the College for all such services offered.

6.3.1 Catering for student and College functions shall be from a menu and pricing schedule developed for that clientele.

6.3.2 Outside the catering services exclusivity defined in Section 1.3 of this Agreement, West Virginia State College reserves the right to go off contract for catered events.

7. PERSONNEL

7.1 The Vendor will maintain an adequate staff of its employees on duty in all dining facilities and provide such expertise as needed (e.g., administrative, dietetic, purchasing and equipment consultation, personnel advice and supervision).

7.2 The Vendor will assign for duty only employees acceptable to the College. The College must approve assignments of management personnel and no changes in management personnel will be made without prior consultation and consent.

7.3 The College reserves the right to require the replacement of any management personnel because of operating difficulties determined to be the result of on-site management.

7.4 The Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, age, sex or national origin, and will make a diligent and continuing effort to ensure they are afforded equal employment without discrimination. Diligent and continuing efforts will also be made to employ handicapped persons whenever possible. Such action shall be taken with reference, but not limited to recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation and selection for training. All solicitations or advertisements for employees placed by or on behalf of the Vendor will request that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, age, sex and national origin.

7.5 The Vendor will assume full responsibility for payment of all State and Federal taxes for unemployment insurance, old age pensions or any other Social Security legislation for all its employees engaged in the performance of this agreement.

- 7.6 Vendor's employees will strictly adhere to the College's regulations regarding personal behavior. Vendor's employees are subject to ALL College Rules and Regulations
- 7.7 The Vendor must provide sufficient personnel to ensure prompt service to patrons and must have adequately trained relief personnel to substitute for absent regular employees.
- 7.8 West Virginia State College students employed by the Vendor will be paid at least the prevailing federal minimum wage.
- 7.9 The Vendor will give fair trial employment at their existing rates of pay for at least 90 days to any non-management employees of the dining hall and cafeteria seeking such employment to determine their ability to perform assigned tasks. Such employees retained by the Vendor will also retain sick leave, vacation leave and other benefits at their existing levels.
- 7.10 The Vendor shall, at its own cost and expense, secure workers' compensation insurance for the benefit of each of the persons employed by it in the operation of the food service program and keep said insurance during the term of this contract.
- 7.11 The Vendor shall, at its own cost and expense, provide, per Vendor policies and guidelines, food service employees life and health insurance coverage.
- 7.12 The Vendor must schedule and conduct an ongoing employee-training program, which will ensure that all employees perform their jobs with the highest standards of efficiency, courtesy and sanitation. Documentation regarding these programs shall be made available to College Personnel.
8. FINANCIAL
- 8.1 The term "academic year" when used herein shall mean the fall and spring semesters and does not include the summer session, holidays or recess periods.
- 8.2 The term "fiscal year" when used herein shall mean the twelve (12) calendar months, beginning JULY of each year and ending JUNE of the succeeding year. The Vendor's year-to-date reports will coincide with the College's fiscal year.

8.3 Dining Hall Operations MEAL PLAN RATES FIRM FOR TWO YEARS

Dining Hall Operations, Regular Academic Year

Traditional Meal plans

Any 19+	\$8.55 per day	Student Option 1
Any 19	\$7.39 per day	Student Option 2
Any 15	\$7.58 per day	Student Option 3
Weekday 15	\$10.35 per day	Student Option 5

Dining Hall Operation, Summer Period 2004 Rates

19 Meals per week, Monday through Sunday

	Daily Rate	Weekly Rate
200 and above	\$10.24	\$71.68
151 to 199	\$10.83	\$75.81
150 and below	\$11.35	\$79.45

Block Meal Plan for Commuters and Staff/Faculty

Block 50: Any 50 meals throughout the semester

Commuters:	\$195.00
Staff/Faculty (Lunch Only)	\$142.50

Block 25: Any 25 meals throughout the semester

Commuters:	\$106.25
Staff/Faculty (Lunch Only)	\$ 72.50

B. Summer Camp and Conference Rate: \$14.75 per day

The vendor will pay a commission equal to 12% on all cash sales and 15% on all catering sales. Vendors must, if appropriate, clearly indicate a distinction between internal and external catering.

8.4 b Capital Investment

1. The vendor agrees to fund the following schedule of capital improvements to enhance the dining services:

Capital Investment or Improvements	Value
2003 Goldston Dining Construction, Galleria Enhancements and Refurbishments	\$134,200
2003 Biometric System Upgrades One Wilson Place POS & Declining Balance	\$ 10,000
2003 One Wilson Place Equipment & Refurbishments (including Subway)	\$155,800
AVI unrestricted	\$100,000

2. Vendor agrees that at the end of a ten-year period, the capital investments indicated in item 1 will have been fully amortized and shall become the property of the College, except in cases where National Brands have been established.
3. The College agrees that should this agreement be terminated for any reason by the College, the unamortized portion of these capital investments shall be repaid to the Vendor provided that the Vendor has maintained adequate records thereof and can satisfy the college that such investments have in fact been made. Only the remaining balance shall be repaid. All investments shall be equally amortized.

- 8.5 The casual meal rates for the 2003-2004 academic year and the ensuing 2004 summer session are hereby established, as follows:

Breakfast	\$3.65
Brunch	\$4.80
Lunch	\$4.80
Dinner	\$5.75
Premium Night	\$6.95
Faculty/Staff Rate	\$3.25

“Yellow Jacket” Dining Dollars – Declining Balance Option for discounted casual meal rates.
Exempt from State Sales Tax

Breakfast	\$3.45
Brunch	\$4.45
Lunch	\$4.45
Dinner	\$5.35
Premium Night	\$6.50
Faculty/Staff Rate	\$2.95

- 8.7 Proposed changes in catering a la carte prices must be submitted to the College for approval before the beginning of each semester in the academic year and before the beginning of the summer session.
- 8.8 The College shall keep a master list of all persons authorized to be on each meal plan. On a periodic basis, the College shall furnish the Vendor a current listing of the number of persons authorized to be on each meal plan.
- 8.9 Declining balance cards (debit cards or cash cards), though not currently being used, are required and must be provided by the Vendor. A complete description of the vendor system shall be included including ownership, implementation, site location, reimbursement schedules and the like.
- 8.10.1 The Vendor shall, within twenty (20) days following the close of each accounting period, submit to the College a statement covering its contract service charges, which the College shall pay net 30. In addition, the Vendor will send an operating profit and loss statement for the prior accounting period and year-to-date.

The State of West Virginia has a purchasing card program. The vendor must accept the State of West Virginia VISA purchasing card for payment by all state agencies for purchases against this contract within the credit limit of the cardholder. Vendor must have the ability to accept orders by telephone, fax or in paper form.

- 8.11 The College shall have full access to the food service facilities with or without notice. The Vendor shall keep full and accurate records and accounts in connection with the food service. All such records shall be retained by the Vendor for a period of two (2) years and may be audited by the College or their designated representatives at any time during regular working hours with or without prior notice.
- 8.12 All linen items provided by the Vendor will be laundered and/or dry cleaned at the Vendor's expense.
- 8.13 The Vendor will assume full monetary responsibility for telephone service, both voice and data, local and long distance, installation and monthly charges.
- 8.14 The College will provide adequate initial inventory levels of expendable equipment items such as china, silverware, glassware, serving trays, salt and peppershakers, pots, pans. The Vendor will maintain the initial inventory levels at its expense. New items or increased inventory level requirements will be the Vendors responsibility. The Vendor shall take such steps as may be reasonably required by the College for protection against loss by pilferage or destruction.

- 8.15 Vendor shall be responsible for the purchase of additional capital equipment as a part of physical plant renovations, which shall become the property of West Virginia State College, and shall make or authorize the repair and replacement of worn, damaged or malfunctioning equipment. The Vendor shall be responsible for determining necessary specifications and completing such required purchases, repairs and replacements.
- 8.16 The Vendor will be responsible for consulting with the College prior to the disposition or declaration as surplus of any capital equipment owned by the latter.
- 8.17 The Vendor will provide daily housekeeping and cleaning for all food service facilities and equipment used by the Vendor. This shall include, but not be limited to, receiving and storage areas, kitchens, refrigerators, freezers, dining and service areas, restrooms, offices, hallways, trash and garbage areas.
- 8.18 The Vendor will provide such trucks or vans that are required for food service usage and will be responsible for gas, oil, repairs, maintenance and insurance as required by state law.
- 8.19 The College will provide specific equipment to be determined and facilities for the use of the Vendor.
- 8.20 The College will provide trash and garbage removal.
- 8.21 The Vendor will provide insect and rodent control treatments as required and/or recommended by the College.
- 8.22 All utilities (electricity, hot and cold water, steam, air conditioning, etc.) necessary for the food service operation will be provided by the College. The College shall not guarantee, however, an uninterrupted supply of water, steam, electricity, air conditioning, etc., but it shall be diligent in restoring service following an interruption. The College shall not be liable for any product loss, which may result from the interruption or failure of any such utility services.
- 8.23 The College will provide fire and extended coverage insurance only for College-owned equipment and facilities.
- 8.24 The Vendor will procure and pay for all food and food supplies utilized by College under this agreement. In the course of such procurement, the Vendor will take advantage of all local trade discounts and credits and credit them against the purchase price. Preference will be given to local suppliers wherever practical.

- 8.25 The Vendor will indemnify, save harmless and defend the College, its Board of Governors and employees against all liability, claims and costs of whatever kind and nature for injury or death of any person or persons and from loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations or work in connection with this agreement, resulting in whole or in part from the negligent acts or omissions of the Vendor, its employees, agents or representatives.
- 8.26 The Vendor shall furnish to the College prior to the commencement of services an insurance certificate evidencing that it maintains, in companies acceptable to the College, the following coverage's:
- a. Workers' Compensation and Employee's Liability, with minimum statutory limits.
 - b. Comprehensive General Liability naming West Virginia State College and its Board of Governors and employees, as additional named insured with minimum limits of \$1,000,000 each occurrence, \$3,000,000 aggregate, combined single limit, bodily injury including death, property damage liability and coverage's for personal injury, blanket contractual liability and products liability, \$50,000 fire legal liability.
 - c. Comprehensive Automobile Liability (including owned, non-owned and hired) with minimum limits of \$500,000 each occurrence, single limit, bodily injury including death and property damage liability. The certificate shall specify the date(s) when such insurance expires and shall further provide for ten (10) days prior notification to the College of cancellation or material changes in coverage, and renewal certificates shall be in the College's possession prior to expiration dates of all policies noted therein.
- 8.27 Vendor's employees must comply with all campus registration and parking regulations and are subject to penalties for violations as prescribed.
- 8.28 The Vendor shall make available, the services of an architect or other qualified person to develop plans to renovate food service preparation and service areas as desired by the College. The Vendor will provide a cost estimate for such services and will fund said renovations, as mutually agreed upon.

8.29 FORCE MAJEURE: The Vendor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Vendor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Vendor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Vendor and subcontractor, and without the fault or negligence of either of them, the Vendor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery schedule.

9. CONTRACT TERM AND TERMINATION

9.1 Contract term commences August 1, 2003 and extends for a period of one year or until such "reasonable time" thereafter as is necessary to obtain a new contract or renew the original contract. The "reasonable time" period shall not exceed twelve (12) months. During this "reasonable time" the vendor may terminate this contract for any reason upon giving the Director of Purchasing thirty (30) days written notice.

Unless specific provisions are stipulated elsewhere in the contract document, the terms, conditions and pricing set herein are firm for the life of the contract.

This contract may be renewed upon the mutual written consent of the originating department and vendor, submitted to the Director of Purchasing thirty (30) days prior to the expiration date. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to nine (9) one year periods.

9.2 In the event the Vendor fails to maintain and keep in force the insurance coverage (including workers' compensation) required herein, the College shall have the right to immediately terminate any contract.

9.3 The Vendor shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices. Charges of poor performance against the Vendor shall be documented by the College and submitted to the Vendor for corrective action, review and file. Continued unsatisfactory performance during the subsequent 60 days shall be deemed a breach of these specifications and shall be cause for immediate termination of this contract.

- 9.4 Upon termination of this agreement, West Virginia State College shall conduct a physical inventory of all expendable and capital equipment and inspect the premises. At that time the Vendor shall surrender the buildings, expendable and capital equipment in as good a condition as at the start of the agreement, except for ordinary wear and tear and loss or damage by fire and other perils covered by the College's fire and extended coverage policy, acts of God and theft by persons other than the employees of the Vendor without negligence on the part of it or its employees.
- 9.5 Upon termination of this agreement, the College will reimburse the Vendor for all food and food products on hand which have not been accounted for previously and any unamortized investment made by the Vendor in the College's facilities.
- 9.6 Assignment

This agreement shall not be assigned by the Vendor without the expressed written consent of the College nor shall the Vendor have the right to authorize or permit the use of the College food service facilities by third parties without the expressed written consent of the College.

9.7 Termination Of Contract

- A. The College and Vendor agree that in the event of breach of the agreement is not remedied within twenty (20) days, the non-defaulting party may terminate the agreement within 30 (30) days written notice. It is further mutually agreed that either party may terminate the agreement without cause, first having given thirty (30) days written notice.
- B. In the event the Vendor fails to carry out or comply with any of the terms and conditions of the established agreement, the College reserves the right to demand remedy of any failure or default within the specified period, the Director of Purchasing shall have the right to terminate the established agreement in accordance with "A" above.
- C. In the event of termination of the agreement, it will be incumbent on the Vendor to continue operations until other satisfactory arrangements are completed by the College

10. MARKETING

- 10.1 Marketing, (on a broad scale) a food service operation is becoming more important as the number of customers increases and tastes and requirements change. Marketing should include, at a minimum, advertising food items, services offered, specials, dietary health care and information about key Vendor personnel. Marketing proposal(s) should be reflective of the various clients represented on the campus of West Virginia State College.

- 10.2 The Vendor will develop and publish a student information brochure available for distribution to all students currently enrolled.
- 10.3 The Vendor will develop, print and distribute a monthly food services calendar identifying special events, premium entree nights and food specials.
- 10.4.1 The Vendor will forward a "Client Report" to the College's designated representative. This report should include any changes in organization structure and personnel, as well as other general information such as complaints, accolades, special achievements, special projects, etc.
- 10.5 **Pepsi-Cola Exclusivity Clause**
A five-year agreement was entered between West Virginia State College Research & Development Corporation and Pepsi-Cola July 1, 2001. West Virginia State College and the vendor will honor this commitment to offer exclusively Pepsi-Cola products on the campus of West Virginia State College.

End of Contract