To: Mr. Randall Farley, Superintendent  
DATE: September 6, 2019  
SUBJECT: Bid Approval

Produce bids received from the following vendors for the 2019-20 school year.

Crook Brothers - $27,941.10  
Jebbja's Market, Inc. – No Bid  
Robrecht Produce – No Bid  
Speedway Market – No Bid

Requesting approval to continue to purchase from Crook Brothers.

Terri Atha  
School Nutrition Program Director
Marion County
Attn: Terri Atha
500 11th Street
Fairmont, WV 26554-
Telephone: (304) 367-2106

Marion County
NOTICE INVITING BIDS
BID #2020

NOTICE IS HEREBY GIVEN that sealed bids for distribution of Fresh Fruit and Vegetable Products will be received at the Marion County Board of Education, 500 11th St., Fairmont, WV 26554, on or before September 6, 2019.

Please label your envelope:

"Marion County
Bid #Produce 2020
Fresh Fruit and Vegetables"

Quotations will be opened at the Marion County Board of Education, 500 11th St., Fairmont, WV 26554 on Sept. 6, 2019 at 9:30AM by the Marion County Board of Education. Bids may be hand carried to the opening. The successful vendor will be notified in writing within ten (10) working days of the opening. Marion County reserves the right to reject any and all quotations received.
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## Return the Following

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Contract Section I – Bid Overview

BID #Produce 2020

ITEMS: Fresh Vegetable & Fruit Products

CONTRACT PERIOD: Beginning: September 7, 2019
Ending approximately: September 6, 2020

PROPOSAL OPENING: September 6, 2019 at 9:30AM

PROPOSAL DELIVERY: Hand deliver or mail to:
Marion County Board of Education
Child Nutrition
500 11th Street
Fairmont, WV 26554
304-367-2106

CONDITIONS: In compliance with Federal procurement regulations and in strict accord with Sections I through III of this Contract, Marion County SHALL NOT honor the West Virginia State Code (§ 5a-3037a) permitting resident vendor percentage preference during this bid period.

CONTACT: If you have any questions concerning this bid, please contact:

Terri Atha
School Nutrition Program Director
Marion County Schools
Phone: (304) 367-2106
Marion County Schools Bid #Produce Bid 2020

Contract Section II - BID PROPOSAL

Date Issued: August 6, 2019

Submitted to: Marion County
Attn: Terri Allen
500 11th Street
Fairmont, WV 26554

Submitted by:
Name of Firm:
Address:
Telephone:

Our bottom line proposal for fresh produce products included in this bid proposal is $_______

Market documentation to be used: ______________________________________

Addendum Numbered ___ through ___ were received prior to my signing this proposal document.

I certify by my signature below that the costs quoted in this proposal are correct and that I have the authority to obligate the company to perform under the conditions outlined in Contract Sections III and IV.

_________________________
Signature

Print or Type:

Date

Name

Title/Position

Telephone
Marion County Schools Bid #Produce Bid 2020

Marion County
500 11th Street
Fairmont, WV 26554

NO BID REPLY FORM

BID #Produce 2020  BID TITLE: Fresh Fruit & Vegetable Products

To assist us in obtaining good competition on our bid proposals, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) and return this form. This information will not preclude receipt of future invitations unless you request removal from bidders list by so designating below, or do not return this form or bid.

Unfortunately, we must offer a "NO BID" at this time because:

1. We do not wish to participate in the bid process.
2. We do not wish to bid under the terms and conditions of the Invitation for Bid document.
   Our objections are:
   
3. We do not feel we can be competitive.
4. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
5. We do not wish to sell to the School District.
   Our objections are:

6. We do not sell the items/services on which bids are requested.
7. OTHER:
   
FIRM NAME

SIGNATURE

___ WE WISH TO REMAIN ON THE BIDDERS LIST
___ WE WISH TO BE DELETED FROM THE BIDDERS LIST
CONTRACT SECTION III
BID CONDITIONS

SPECIAL CONDITIONS

1. This bid is for Fresh Fruit and Vegetable Products to be delivered to all 19 Marion County Schools for the 2019-2020 school year.

2. The contract period will begin 9/7/19 and end 09/06/20.

3. It is acknowledged the market for fresh produce is volatile. It is our intention that bid quote is lump sum bottom line using cost plus fixed fee basis. Cost shall be firm for thirty (30) days and fixed fee will be held constant. Thereafter, because of market conditions, the successful vendor will be able to adjust either upward or downward in verifiable market conditions a price adjustment to take effect on the following month of said notice. Requires appropriate documentation to support the price adjustment must be provided to Marion County School officials. (Verifiable resources for documentation include supplier/distributor invoices, Food Institute Report, AMS Baltimore Terminal Market Report). Please indicate the market documentation you will use during the contract period. At no time shall the requested price adjustment reflect an increase in the overall fixed price mark-up amount of the original pricing structure achieved on an item as originally bid by the vendor. Prices at BID shall reflect the price you would be selling Marion County Schools, fresh bulk, pre-cut produce and portion packed produce for the month of September. The selling prices quoted should utilize the formula you will use to determine all future selling prices for remainder of the contract period if you are selected as the successful bidder.

4. Terms of the contract will include the Summer Food Service Program.

GENERAL INSTRUCTIONS

1. BID SUBMISSION: Sealed bids will be received by Marion County Schools Child Nutrition at the time and place specified on the invitation at which time they will be publicly opened. Neither dating of the bid form nor mailing on the due date will meet these requirements. The bid form must be received on or before the date and time stated.

2. REFERENCES: References from three (3) customers may be requested with the Bid. Marion County may reject the bid based on failure to provide such references or negative responses to reference checks.

3. CORRECTION OF MISTAKES: All quotations must be in ink or typewritten. No erasures or correction fluid permitted. Mistakes may be crossed out and corrections inserted adjacent. The person signing quotation must initial corrections in ink.

4. SIGNATURES ON INVITATION: Bids must be signed by a responsible officer of the firm or corporations.

5. RETURNING INSTRUCTIONS:
A. No Alteration: The bid forms, Sections II and V, must be used without alteration.
Marion County Schools Bid #Produce Bid 2020

B. Bid Section II BID PROPOSAL shall be returned in a sealed envelope, marked "Marion County, Bid #Produce 2020 Fresh Fruit and Vegetable Products and shall include the company name. It shall include the signature of an officer of the company. If references are requested they are to be included with this section of the bid.

C. Bid Section IV, "working papers." shall be enclosed in a separate, sealed envelope marked "Marion County, Bid # Produce 2020 Fresh Fruit and Vegetable Products Section V and shall include the company name.

D. Required Documents: The attached Affidavit of Non-Collusion and the Certification Regarding Debarment shall be properly completed, signed, and returned prior to the award of this bid. You may wish to consider returning these documents with your quotation.

6. QUANTITIES: It shall be understood that any contract established as a result of this Notice Inviting Bid will not obligate the school system to receive any quantity in excess of actual requirements.

Estimated quantities are based on historic data from prior school year.

7. REVIEW AND AWARD.
   A. After the public opening of Invitation to Bid, school system officials will require ten (10) working days for review.

   B. Bids will be awarded to the distributor with the lowest bottom line total price who has met the requirements as set forth in the bid document.

   C. The low bid will be checked for accuracy of mathematical extensions and additions. All bids shall be subject to verification. If the errors on math and brands are within tolerance described in this contract, the bottom line will be corrected and if the bid is still low, the bid disclosure procedure will continue.

   D. Mathematical Accuracy of Bid Offered: Ninety percent (90%) of the mathematical calculations shall be correct. The following items will be classified as mathematical errors:
      1. Any error in a line item in conversion, addition or multiplication, which results in an incorrect extension, will be counted as one error.
      2. Any error in addition to arrive at the bottom line will be counted as follows: Each one percent (1%) change in the bottom line will count as an error.

   E. Charges for Inconvenience to the County: After acceptance, the successful contractor will be liable for any damages or expenses, including attorney fees, incurred as a result of its violations or attempts by the school district to enforce this contract.

8. DECIMALS: Any mathematical calculation that involves decimals shall be treated as follows: All decimals shall be carried only two (2) places in the final extension. Unit price may be extended four (4) decimal places.

9. RIGHT TO REJECT BID: Marion County reserves the right to reject any and all bids or any part thereof. They reserve the right to make such selection as, in their judgment, is in the best interest of county boards of education. They also reserve the right to eliminate those bids where specifications have not been met, where incorrect extensions exceed the tolerance level and where references were not provided or negative references were received.

10. SERVICE LEVEL: The contractor shall fill all original orders at a monthly average of 100% on the scheduled delivery day.
11. DELIVERY CONDITIONS.

A. Drop Ship Products are being bid for drop shipment to each school a county map with school locations may be found on Page 18.

B. Expiration Date Lead Time: All fresh produce must be delivered to each school with at least seven (7) days before the expiration date marked on the case/package.

C. Delivery Frequency: Monday or Tuesday deliveries are the desired day between the hours of 6:00 AM – 1:30 PM to all sites. Alternative days shall be arranged with the School Nutrition Program Director. Deliveries that are late and cannot be made will be delivered the next day.

D. Holiday deliveries (holiday shall be defined as any week that has less than five (5) school days.) If the holiday falls on a scheduled delivery day, the delivery shall be made on a day mutually agreed upon by the county school food service director and the successful vendor. School calendars designating all holidays may be found in page 19.

E. Snow Days: Counties shall not be obligated to receive deliveries scheduled on declared snow days.

F. Special Deliveries: Special or intermediate deliveries shall be required only if a contractor fails to deliver a product on a regularly scheduled delivery.

G. Delivery Verification: Verification of deliveries cannot be made before school opens, after school closes or during meal service. Designated food service personnel shall verify deliveries made during these times upon arrival at school or immediately after meal service. Any shortages or damaged product shall be noted at this time and the county office and the vendor called. When deliveries are made during school hours, drivers and helpers shall request the authorized school receiver, or the designated representative, to verify the accuracy of quantities of each item and condition of merchandise. Each delivery ticket shall be signed by a designated school receiver. Variations from the norm, i.e., shortages, damages, etc., shall be noted on each ticket by the designated school receiver. The contractor shall not be required to issue credits for errors not detected at the time of delivery, except for hidden damage.

H. Facilities and Equipment: Vendor facility and delivery vehicles will have proper refrigeration in compliance with AFDOS code as recommended by the Federal Food and Drug Administration.

I. Pre-cut Packaged Items: Packaged items must be processed in a facility that has a state license. Any facility should be ISDA approved and have in place a HACCP Recall Program. Copy of the most recent audit inspection should be provided.

12. FOOD SAFETY: A current Global Food Safety Initiative (GFSI) – benchmarked independent third party audit that included Food Safety Management System, Good Manufacturing Practices and a HACCP system. Such audit must have a post-corrective action score of 95% or higher. The audit must include all relevant operations involved in providing service to Marion County Schools, including agricultural production, warehousing and/or processing.

13. PURCHASE ORDERS AND INVOICING:

In as much as program funding is a county responsibility, vendors must agree to accept a county purchase order.

A. Each delivery ticket must be pre-numbered and include the delivery date, school's name and itemized quantity delivered. Delivery tickets shall be left at the school.

B. Statements shall be sent monthly to Child Nutrition.
Marion County Schools Bid #Produce Bid 2020

Page 9 of 19

C. Payment shall be rendered within ninety (90) days after receipt of statement from the contractor.

14. Product Labeling and Container Fill: The contractor shall reimburse the county for any lot that fails to pass federal inspection regarding product labeling and fill of containers. In addition, the contractor shall reimburse the county for any loss in federal reimbursement resulting from the supplier's failure to provide products that contain minimum quantities and components required by USDA for a reimbursable meal.

15. **TERMINATION OF CONTRACT:**
   
   **A.** The contract may be cancelled only for cause by either party upon issuance of written notice. Marion County will terminate the contract if the successful contractor fails to perform at the level specified in the contract document, and the successful contractor may terminate the contract if the county board of education fails to meet the specified payment terms. Each party shall follow the procedure outlined below, if a contract is to be terminated.

   **Step 1:** Issue a warning letter outlining the violations and the intent to cancel the contract if the problem is not resolved within the length of time specified in the letter of not less than three (3) days.

   **Step 2:** Issue letter of Intent to Cancel Contract, if the problem is not resolved by the given date.

   **Step 3:** Issue Letter of Contract Cancellation.

   **B.** In the event that the physical facilities of the contractor are destroyed or a labor dispute makes performance under the terms of this contract impossible, the contractor will not be held liable by Marion County. In the event of a labor dispute, which continues for more than ten (10) working days, Marion County may cancel the contract, and the contractor will not be responsible for damages due to labor dispute. During the ten days, Marion County will discuss alternatives with the contractor.

   **C.** Vendor's performance will be evaluated. Unsatisfactory performance may result in removal from the eligible vendor's list.

16. **STANDARD CONTRACT CONDITIONS.**

   **A.** This contract shall be governed in all respects as to validity, construction, capacity, performance or otherwise by the laws of West Virginia and the United States.

   **B.** Vendors providing service under this Invitation to Bid, herewith, assure the school system that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.

   **C.** Contractors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Labor regulations (41 CFR Part 60).

   **D.** The contractor agrees to retain all books, records and other documents relative to this agreement for three (3) years after final payment. The school system, its authorized agents, State and/or Federal representatives shall have full access to, and the right to examine and audit any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

17. **AVAILABLE FUNDING**

   If the effective dates of this bid extend beyond the current state or federal fiscal year, it is understood that purchases in the next fiscal year are conditional on the receipt of federal and/or state funds. In the event of the discontinuance or a decrease in federal and/or state funds, the school system reserves the right to change the item identifications, decrease the quantities and/or items.

18. **TAXES**

   Marion County Board of Education is registered as a taxpayer under the Blanket Exemption Certificate Number 3-C and exempt from the payment of West Virginia state and local taxes.
19. **PROMPT PAYMENT DISCOUNT**
   The County may be able to negotiate early payment, such as, within ten (10) days; therefore, the County will entertain proposals for a prompt payment discount. The School Nutrition Program Director will contact the successful bidder regarding such terms. Bidders should enclose such terms with the completed bid package.

20. **MONTHLY PRICING**
   Prices shall be submitted by 9:00 am the Friday before the next month to the Child Nutrition Office. Price is then firm for one calendar month. In months where there is a split week, the new month and new prices begin the next week where all the days of the week are in the new month. The fixed mark-up shall remain the same for the duration of the contract.
CONTRACT SECTION IV – PRODUCT REQUIREMENTS & LOCAL INSTRUCTIONS

1. All produce items shall be of the quality standards as listed below unless otherwise noted:
   a. Fresh Fruits: US Grade “A” or US Fancy
   b. Fresh Vegetables: US Grade “A” or US Fancy

2. All Pre-Cut produce should have minimum of seven (7) day shelf life remaining upon receipt at the school.

3. All product supplies must be grown in the United States with the exception of Bananas. When product is not available in the United States market, approval must be obtained from the Child Nutrition Department before a substitute product is delivered from a foreign market, the contractor and/or contractor’s processor must assume total responsibility for the safety of this product.

4. The District reserves the right to purchase local produce unprocessed agricultural products directly from the producer (farmer), when in season, for the purpose of promoting the USDA Farm to School Program to connect schools with local or regional farmers.

Local Instruction

Extension of contract: Upon mutual agreement of both parties, this contract may be extended for a period not to exceed two years. Pricing shall remain constant or the vendor may petition for increases based on documentation and manufacturing or delivery escalations. Documentation will be a third party cost comparison.
Marion County Schools B'd Produce Bid 2020

WEST VIRGINIA DEPARTMENT OF EDUCATION
U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549. Debarment and Suspension, 7 CFR Part 3017, Section 3017.510. Participants’ responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Firm (Vendor)  PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature  Date

C/F:018
INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form, that it will include this clause titled “Certification Regarding Department, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render it in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

C/F018
WEST VIRGINIA DEPARTMENT OF EDUCATION  
U.S. DEPARTMENT OF AGRICULTURE  
NON-COLLUSION AFFIDAVIT

State of ______________________________  Contract/Bid No. ______________________________  s.s.
County of ______________________________

I state that:

I am ______________________________  Title ______________________________
and that I am authorized to make this affidavit on behalf of the firm and its owners, directors, and officers. I am the firm's representative responsible for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) The above named firm (vendor), its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency, and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract except as follows:

________________________________________

I state that the firm (vendor) mentioned above understands and acknowledges that the above representations are material and important, and will be relied on by Name of Child Nutrition Sponsor

In awarding the contract(s) for which this bid is submitted, I understand and the firm (vendor) understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Child Nutrition Sponsor of the true facts relating to the submission of bids for this contract.

________________________________________  Name of Firm's (Vendor's) Representative

________________________________________

SWORN TO AND SUBSCRIBED BEFORE ME THIS _______ DAY OF ___________, 20__

________________________________________
Notary Public

My Commission Expires:

C/fsmc/003

https://outlook.office.com/mail/inbox/id/AAQkACUzMiDFkMDA3LTBIbINTAmG1U1Z51hODBmLTkSNzIwZDUwNzU3AAQAHZWJhZGU5E1B9Li9GVyJDI3Glc... 1/1
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END SECTION
AGREEMENT ADDENDUM

See Attached
PURCHASING POLICIES AND PROCEDURES MANUAL
FOR LOCAL EDUCATIONAL AGENCIES

WV-96
Rev. 5/94

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control.

1. ARBITRATION. Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.

2. HOLD HARMLESS. Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.

3. GOVERNING LAW. The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State’s governing law.

4. TAXES. Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals. Nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.

5. PAYMENT. Any references to prepayment are deleted. Payment will be in

6. INTEREST. Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.

7. RECOURSE. Any language in the agreement waiving the Agency’s right to set-off, counterclaim, recourse, or other defense is hereby deleted.

8. FISCAL YEAR FUNDING. Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.

9. STATUTE OF LIMITATION. Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.

10. SIMILAR SERVICES. Any provisions limiting the Agency’s right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.

11. ATTORNEY FEES. The Agency recognizes an obligation to pay attorney’s fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.

12. ASSIGNMENT. Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.

13. LIMITATION OF LIABILITY. The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor’s liability for direct damages or limiting the Vendor’s liability under a warranty to a certain dollar amount or the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it prejudices any action for injury to persons or for damages to personal property.

14. RIGHT TO TERMINATE. Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.

15. TERMINATION CHARGES. Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to remount a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.

16. RENEWAL. Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.

17. INSURANCE. Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.

18. RIGHT TO NOTICE. Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.

19. ACCELERATION. Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.

20. AMENDMENTS. All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY: VENDOR:

Local Education Agency: ___________________________ Company Name ___________________________

Signed ___________________________ Signed ___________________________

Title ___________________________ Title ___________________________

Date ___________________________ Date ___________________________

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PURCHASING AFFIDAVIT

See Attached
STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: 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 exceed 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 neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor’s Name: __________________________________________

Authorized Signature: ________________________________ Date: __________________________

State of ________________________________

County of ___________________________, to-wit:

Taken, subscribed, and sworn to before me this ___ day of ________________________________, 20__

My Commission expires _____________________________, 20__

AFFIX SEAL HERE

NOTARY PUBLIC

Purchasing Affidavit (Revised 07/01/2012)
County Map & School Directions
## Marion County
### SCHOOL INFORMATION
#### 2019-2020

<table>
<thead>
<tr>
<th>SCHOOL</th>
<th>PHONE</th>
<th>PRINCIPAL</th>
<th>CAFÉ MGR</th>
<th>MAILING ADDRESS</th>
<th>SCHOOL LOCATION</th>
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<tr>
<td>Barrackville</td>
<td>367-2128</td>
<td>Vicki Bombard</td>
<td>Kim Raschella</td>
<td>P.O. Box 150</td>
<td>Pike St. Barrackville</td>
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<td>Blackshear Elem</td>
<td>386-2707</td>
<td>Jane Devaul</td>
<td>Tammy Berry</td>
<td>77 Blackshear Dr.</td>
<td>Blackshear Drive, Behind McDonalds</td>
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<td>East Dale Elem</td>
<td>367-2132</td>
<td>Melissa Dewitt</td>
<td>Sonya Holt</td>
<td>57 East Dale Rd.</td>
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<td>367-2123</td>
<td>J. Michael</td>
<td>Diane Gorman</td>
<td>221 Mason Street</td>
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<td>367-2134</td>
<td>Jessica Waley</td>
<td>Cindy Cole</td>
<td>1025 Fairfax St.</td>
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<td>Fairmont Senior High School</td>
<td>367-2150</td>
<td>Karen Finaamore</td>
<td>Mike Hayes</td>
<td>Loop Park</td>
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<td>449-1752</td>
<td>Mel Coleman</td>
<td>Lita Wilson</td>
<td>P.O. Box 39</td>
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<td>449-1312</td>
<td>Steve Rodriguez</td>
<td>Jeanne McIntosh</td>
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<td>Jayenne Elem</td>
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<td>Scott Morris</td>
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<td>Dorothy Lint</td>
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<td>Monongah Middle</td>
<td>367-2164</td>
<td>Brad Harker</td>
<td>Amy Huff</td>
<td>1 Camden Dr.</td>
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<td>North Marion High School</td>
<td>886-3063</td>
<td>Rusty Devito</td>
<td>Lisa Hayes</td>
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<td>Rt. 250 North</td>
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<td>Pleasant Valley</td>
<td>357-2148</td>
<td>Kim Middemas</td>
<td>Monia Wolfe</td>
<td>1858 Valley School Rd</td>
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School addresses 2018-2019
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<td>278-5331</td>
<td>Tyson Ferguson</td>
<td>Shawna Ortloff</td>
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<td>Watson Elem</td>
<td>367-2156</td>
<td>Karen Decker</td>
<td>Tammy Myers</td>
<td>1579 Mary Lou Retton Dr, Fairmont, WV 26554</td>
<td>Turn by Pizza Hut, Pass Armory, School on Road</td>
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<td>West Fairmont</td>
<td>366-5631</td>
<td>Rob Shaffer</td>
<td>Melissa Harr</td>
<td>1010 Tenth St, Fairmont, WV 26554</td>
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<td>White Hall Elem</td>
<td>367-2158</td>
<td>Nan Murray</td>
<td>Pam Morton</td>
<td>Rt. 7 Box 65, Fairmont, WV 26554</td>
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School Calendar
### SCHOOL CALENDAR - 2019-2020 School Year

**For Marion County Schools**

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#### First and Last Dates
- **First day of school:** Aug 19, 2019
- **Last day of school:** May 20, 2020

#### Faculty Senate Meetings
- **1st Meeting:** Aug 20, 2019
- **2nd Meeting:** Oct 11, 2019
- **3rd Meeting:** Dec 19, 2019
- **4th Meeting:** Feb 13, 2020
- **5th Meeting:** Apr 10, 2020
- **6th Meeting:** May 15, 2020

#### School Holidays Within Instructional Term
- **Labor Day:** Sep 2, 2019
- **Veteran's Day:** Nov 11, 2019
- **Thanksgiving Day:** Nov 28, 2019
- **Christmas Day:** Dec 25, 2019
- **New Year's Day:** Jan 1, 2020
- **Martin Luther King Jr.'s Birthday:** Jan 20, 2020
- **Memorial Day:** May 27, 2020
- **Primary Election Day:** May 17, 2020

#### Non-Instructional Days Recap
- **Total Out-of-Calendar Days:** 180
- **Total Non-Instructional Days:** 20

#### Dates of Graduation
- **East Fairmont High:** Graduation date 5/18/2020
- **Fairmont Senior High:** Graduation date 5/19/2020
- **North Marion High:** Graduation date 5/20/2020

#### End of Terms Dates
- **End of 1st Quarters:** 10/23/2019
- **End of 2nd Quarters:** 1/14/2020
- **End of 3rd Quarters:** 3/13/2020
- **End of 4th Quarters:** 5/18/2020

---

Gary L. Price
Date: 3/4/2019
Name of County Superintendent: [Name]
MEMORANDUM

To: Robin Haught
From: Randall Farley
Subject: Board Agenda
Date: 9/9/2019

Please request approval to order and install 3M Blast Window Film for the entrances at Watson Elementary, White Hall Elementary and East Dale Elementary. Some window repair to take place at all three sites also.

Fund – Title IV - $21,913.00
July 25, 2019

RE: Watson Elementary School

We are pleased to provide a quote to provide and install 3M Blast Window Film with attachment:

- Marion County Board of Education has the Choice of Ultra Night Vision 25 or Ultra S600 Clear, Both are 6 Mil Thick

  Total Installed: $6,241.00

- To Replace Two Pieces of Wire Glass Units with ¾” Laminated Glass at Front of Building (Beside Door). We must Remove Metal “Patch” at Sill and Replace Glazing Beads as Necessary.

  Add: $1,690.00

*Standard 3M policies apply. We will replace any unsatisfactory film that has imperfections that can be seen from 6’ away.

*3M recommends that you look through the glass not at the glass. After the film is applied the appearance of the film is milky while the glue is drying. There could be some minor imperfections in the film that is found typically in this type of installation.*
Please see the attached care and cleaning directions attached.

Respectfully Submitted

Ron Henderson
Project Manager
July 25, 2019

RE: White Hall School

We are pleased to provide a quote to provide and install 3M Blast Window Film with attachment:

- Marion County Board of Education has the Choice of Ultra Night Vision 25 or Ultra 5600 Clear, Both are 6 Mil Thick

  Total Installed: $21,956.00

- Alternate: Security Film all Glass with Attachment at Doors and Sidelites Only

  Total Alternate Cost: $6,800.00

- To Replace Two Pieces of Wire Glass Units at Playground Side (Emergency Windows) due to BB Gun Holes

  Add: $500.00

*Standard 3M policies apply. We will replace any unsatisfactory film that has imperfections that can be seen from 6' away.

*3M recommends that you look through the glass not at the glass. After the film is applied the appearance of the film is milky while the glue is drying. There could be some minor imperfections in the film that is found typically in this type of installation.*

Please see the attached care and cleaning directions attached.

Respectfully Submitted

Ron Henderson
Project Manager
September 14, 2018

RE: East Dale Elementary

We are pleased to provide a quote to provide and install 3M Blast Window Film with attachment:

- Marion County Board of Education has the Choice of Ultra Night Vision 25 or Ultra S600 Clear, Both are 6 Mil Thick

Total Installed: $6,182.00

- To Replace Two ¾” Tempered Glass at Left Side of Building (Facing Main Entry) and Four Insulated Pieces of Glass at Rear, Behind Main Entry

Add: $500.00

*Standard 3M policies apply. We will replace any unsatisfactory film that has imperfections that can be seen from 6’ away.

*3M recommends that you look through the glass not at the glass. After the film is applied the appearance of the film is milky while the glue is drying. There could be some minor imperfections in the film that is found typically in this type of installation.*
Please see the attached care and cleaning directions attached.

Respectively Submitted

Ron Henderson
Project Manager
WINDOW PREPARATION:

- There is no need to clean your glass in advance as this is part of the process during installation.
- *Removal of window treatments, blinds or shades* may be necessary for a clean result and in order to protect these items from damage due to the water used during installation.
- *Clear access to the window area* is needed to install the film. Please have any furniture or other obstacles moved in advance.
- Our employees will respect your property and possessions, however if it is necessary for us to move furniture or other items to complete your installation we will not be responsible for any damage that results.

IMPORTANT PRODUCT INFORMATION

- Window film *drying time is 30 days*. Longer with colder temperatures. The film should not be cleaned during this time. Thereafter normal, nonabrasive, glass cleaner can be used along with a soft cloth such as a T-shirt. Some large windows may have a seam, so while cleaning wipe with the seam not against it.
- During the drying process you may see haze, cloudiness, distortion, and water in the film. This is normal and will diminish as the film dries.
- The window film has a *scratch resistant* coating, however it is not scratchproof. Normal care and maintenance will not harm it.
- You may detect what may appear as *tiny particles or pinpoints* upon close inspection. These are contaminants from the air or window frame that may get in the film during installation. Unlike glass which is produced in an atmospherically controlled environment, the window film adhesive is exposed to the air and any other contaminants.
  You are encouraged to view your windows as you always have. *Look through the glass not at it.*
- 3M recommends up to a 1/8 inch border around the film to allow for expansion and contraction from varying temperatures. This may be noticeable under some conditions.

WARRANTY INFORMATION

All 3M window films carry a *Lifetime Residential* warranty or a *10 year Commercial* warranty, unless otherwise specified. This covers defects in the product itself or installation.

As with any material applied to glass window film can put added stress on the window which can increase the chance of glass breakage or seal failure due to increased pressure. This would generally only occur if the glass contains some defect already. Although other factors can contribute to this, such as settling of a structure, 3M also provides a *60 month glass breakage*, and a *40 month seal failure* warranty. Coverage is limited to five hundred dollars per panel of glass. Additional warranty coverage is available.

Your warranty certificate will arrive in the mail directly from 3M which contains more complete details of coverage.
CARE AND CLEANING INSTRUCTIONS FOR YOUR 3M WINDOW FILM

Care must be taken not to scratch the film. Do not use bristle brushes or abrasive cleaning materials.

Common window cleaning solutions, such as Windex or other ammonia-based products, are recommended.

A soft cloth or clean synthetic sponge is recommended for washing. Do not use the same towel or sponge for wiping sills or frames. Paper towels or newspapers are not recommended.

A soft squeegee is recommended for removal of cleaning solution for the film.

Do not apply heavy pressure in any cleaning operations.

Do not leave the film wet.

Make sure you use a different sponge, cleaning cloth and water bucket for cleaning the outside and the inside of the windows.

To maintain your warranty, do not use tape or other adhesive products on the film.

Important Notice about Temporary Appearance:

After installation, there may be a hazy appearance on your window. This condition is temporary and is caused by the moisture that is present when applying the film. This hazy appearance will disappear after the film dries which may take up to thirty (30) days for the film to completely dry. Cold weather conditions may require additional time.
August 30, 2019

Dr. Randy Farley, Superintendent
Marion County Schools
1516 Mary Lou Retton Dr.
Fairmont, WV 26554

Dear Dr. Farley,
Bluefield State College has clinical partnerships with local schools where we place our students for observations, field experiences and student teaching. Having our students in classrooms where they learn current teaching practices and interact with faculty and students is an integral part of our Teacher Education Program.

This year we have students from your area and I am requesting that we have such a partnership with your county so our students might be placed in schools closer to where they live. If you agree to be one of our partners in helping our students become more skillful and knowledgeable as beginning teachers, I would ask that you sign this agreement and send it back to me at the Bluefield State address. You may also fax it to my attention at 304-327-4576. If you should have questions or concerns, please do not hesitate to contact me at 304-327-4174. Thank you for your support of our program.

Sincerely,

Darrell Thompson, Ed. D.

Darrell Thompson, Ed. D.
Coordinator of Field/Placement
Bluefield State College School of Education
Bluefield State College  
College of Education and County Partnership Agreement

A. Purpose Statement

The county and schools will provide supervised clinical experience to assist in the translation of theory and research into practice. These schools will provide an environment where current research-based instructional practices and programs can be observed and experienced by those preparing for professional careers in education.

The partnership is collaboration among school/college faculty and students to enhance public education. This partnership is founded on the premise that both learners of public schools and learners from the college can benefit this partnership.

We seek to achieve the following goals:

- The best possible environment for student academic learning and personal self-fulfillment
- Opportunities for pre-service and career-long professional learning and development of teachers
- Ongoing access to the best knowledge and talent related to student learning and development
- To create opportunities for enhancing the professional nature of teaching

B. The School Should Be Prepared to Provide:

- Placement for Bluefield State college students
- A cadre of teachers to be invited to participate in in-service seminars on current practices of teaching/ supervision
- Flexible field experiences with access to a wide range of grade levels and facilities
- Access to curriculum materials and instructional technology
- Access with necessary approval to school information/data for clinical related work
- Opportunities for school faculty to voluntarily participate on the EPPAC and other committees

C. The Teacher Education Unit Should Be Prepared to Provide:

- Consultant services and technical assistance in a variety of educational activities
- Workshops and seminars related to selected educational topics
- College staff to serve on committees as requested
- Assistance in grant writing for collaborative projects
- Student teachers and pre-student teachers

Marion County Schools  
Schools/County

________________________________________
Superintendent or Designee

Darrell Thompson, Ed. D.  
BSC Placement Coordinator

August 30, 2019  
Date
AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT ("Agreement"), by and between the WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS on behalf of WEST VIRGINIA UNIVERSITY and its SCHOOL OF MEDICINE ("WVUSM") and MARION COUNTY SCHOOLS ("Affiliate").

WITNESSETH:

WHEREAS, the West Virginia University Board of Governors governs West Virginia University and its School of Medicine; and

WHEREAS, the West Virginia University Board of Governors employs qualified physicians as members of the faculty of WVUSM; and

WHEREAS, the West Virginia University Board of Governors also employs resident and fellow physicians; and

WHEREAS, the object and purposes of this Agreement are in furtherance of WVUSM’s mission; and

WHEREAS, Affiliate is located in Fairmont, WV, and is qualified to provide concentrated clinical rotation experiences for residents and/or fellows; and

WHEREAS, the parties share the mutual goal of optimum patient care and graduate medical education.

NOW, THEREFORE, in consideration of the premises and the covenants and conditions herein contained, WVUSM and Affiliate do hereby agree as follows:
1. **RESPONSIBILITIES OF WVUSM.**

1.1. WVUSM shall be responsible for the planning and implementation of the clinical education programs for its residents and/or fellows at Affiliate, and for determining adequate preparation in theoretical knowledge, basic skills, professional ethics, attitude, and behavior. For purposes of this Agreement, the term “resident and/or fellow” shall mean a resident or fellow physician employed by WVUSM enrolled in post-graduate educational programs with WVUSM.

1.2. WVUSM shall assume responsibility for assuring continuing compliance with the educational standards established by professional associations, and governmental and state agencies, as applicable.

1.3. WVUSM shall notify, at a time mutually agreed upon, the designated program supervisor of its planned schedule of resident and/or fellow assignments, including the name of the resident and/or fellow, their respective levels of academic preparation, and the length and dates of the resident’s and/or fellow’s participation in the clinical rotations at Affiliate.

1.4. WVUSM shall refer to Affiliate only those residents and/or fellows who have satisfactorily completed the prerequisite didactic portion of the curriculum.

1.5. WVUSM shall be responsible for the resident’s and/or fellow’s scheduling and for monitoring to ensure that hours worked do not exceed accepted guidelines.

1.6. WVUSM shall advise resident and/or fellow participating in the clinical rotations at Affiliate that they are responsible for complying with the applicable rules and regulations of Affiliate and shall provide to each resident and/or fellow health, safety, and any other policy information provided by Affiliate to WVUSM.
1.7. WVUSM shall establish and maintain ongoing communications about the clinical experience with the program supervisor of Affiliate and other designated Affiliate personnel including, but not limited to, a description of the curriculum, policies, faculty, and major changes to the information pursuant to Section 1.6 hereof. On-site visits may be arranged when feasible.

1.8. In accordance with applicable laws, regulations, and West Virginia University policy, WVUSM shall immediately notify Affiliate about any physical, mental, or emotional problem, including chemical dependency, which would serve to impair the resident’s and/or fellow’s performance and/or represent a threat to the health and safety of patients or Affiliate employees or physicians in the event WVUSM becomes aware of such a problem. Also, WVUSM shall immediately notify Affiliate of any action taken because of substandard academic or clinical performance of any resident and/or fellow when that substandard performance could have an adverse impact on patient care in Affiliate. In the event WVUSM cannot legally share such information, it shall immediately withdraw its resident and/or fellow from the Affiliation if such information could impair a resident’s and/or fellow’s performance and/or represent a threat to the health and safety of patients or Affiliate employees or physicians.

1.9. WVUSM will continue to pay all salaries and benefits to residents and/or fellows taking part in the Affiliate rotation.

2. **RESPONSIBILITIES OF AFFILIATE.**

2.1. Affiliate agrees that an Affiliate staff member will be responsible for the supervision, planning, and implementation of the clinical educational experience.

2.2. Affiliate agrees to serve as a cooperating entity with WVUSM in the development and implementation of clinical educational experience for its residents and/or
fellows, and shall provide clinical and/or observational opportunities as well as the clinical facilities and equipment necessary for the conduct of such experiences.

2.3. Affiliate shall provide the residents and/or fellows participating in the clinical rotations, whenever possible, access to the parking, library and cafeteria facilities of Affiliate when appropriate.

2.4. In the event a resident and/or fellow suffers an injury or experiences a health threatening exposure while on the premises of the Affiliate, the Affiliate will provide emergency care including the administering of acute antiviral therapies or referral therefore as recommended by protocols adopted by the Centers for Disease Control and Prevention. Such care will be at the resident’s and/or fellow’s expense.

2.5. Affiliate reserves the right to require the immediate withdrawal from the Affiliate rotation any resident and/or fellow whose health or performance or conduct is deemed detrimental to patient well-being or to the achievement of the stated objectives of the experiences.

2.6. Affiliate shall advise WVUSM of any changes in its personnel, operation, or policies which may affect the clinical educational experiences.

2.7. Affiliate shall advise WVUSM of any incident that occurs involving WVUSM residents and/or fellows that represents a threat to the health and safety of WVUSM residents and/or fellows.

2.8. Affiliate agrees to provide clinical experience which meets the standards of recognized professional associations, and governmental or state agencies, if applicable.

2.9. Affiliate agrees to provide orientation for WVUSM’s resident and/or fellow and clinical faculty as to its policies and procedures.
2.10. Affiliate assumes the responsibility and authority for those aspects of patient care which are customarily provided to its patients.

2.11. The clinical designee of the Affiliate shall provide a written evaluation of each resident and/or fellow under the training jurisdiction of the Affiliate in the format provided for evaluation by WVUSM. Resident and/or fellow shall likewise be provided the opportunity to evaluate their training.

2.12. Affiliate shall notify WVUSM of any reported complaints about mistreatment of residents and/or fellows, in writing, upon occurrence. Affiliate shall provide mechanisms for reporting complaints that ensure that the complaints may be documented and investigated without fear of retaliation. In addition, Affiliate shall notify WVUSM immediately upon initiation of an investigation of a complaint related to a WVUSM resident and/or fellow.

3. MUTUAL RESPONSIBILITIES.

3.1. The parties shall establish the educational objectives for the clinical educational experience, devise methods for their implementation, and continually evaluate to determine the effectiveness of the clinical educational experience. The clinical educational experience that is developed by the parties must be placed in writing in the form of a Program Letter of Agreement, and shall address all relevant aspects of the rotation at the Affiliate as required by the Accreditation Council for Graduate Medical Education, or other accrediting body.

3.2. The parties shall determine, in advance, the specific educational programs/residencies which Affiliate can accommodate.

3.3. The parties hereby warrant that each party is, and shall continue to be, in compliance with the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 as well as the applicable Federal, State, and local statues, rules and
regulations. No person shall, on account of race, color, national origin, ancestry, age, physical or mental disability, marital or family status, pregnancy, veteran status, service in the uniformed services (as defined in state and federal law), religion, creed, sex, sexual orientation, genetic information, gender identity, or gender expression, be unlawfully excluded from participation in any programs sponsored by either of the parties to this Agreement. The parties shall not discriminate on the basis of race, color, national origin, ancestry, age, physical or mental disability, marital or family status, pregnancy, veteran status, service in the uniformed services (as defined in state and federal law), religion, creed, sex, sexual orientation, genetic information, gender identity, or gender expression in any of the services provided hereunder. The parties shall not affiliate knowingly with nor grant recognition to any individual, group, or organization having policies that discriminate on the basis of race, color, national origin, ancestry, age, physical or mental disability, marital or family status, pregnancy, veteran status, service in the uniformed services (as defined in state and federal law), religion, creed, sex, sexual orientation, genetic information, gender identity, or gender expression.

3.4. The parties shall have the exclusive control of policies, management, assets, and affairs of their respective facilities. Neither party by virtue of this Agreement assumes any liability for any debts or obligation of a financial, legal, or moral nature incurred by the other party to this Agreement.

3.5. Nothing in this Agreement shall be construed as limiting the right of either party to affiliate or to contract with other hospitals or educational institutions on either a limited or general basis while this Agreement is in effect.

3.6. This Agreement is not a third-party beneficiary contract, and confers no rights upon any residents and/or fellows or employees of the parties. In particular, the residents and/or
fellows assigned to Affiliate shall not be considered employees of Affiliate and shall not be
covered, by virtue of this Agreement, by any of the employee benefit programs of Affiliate,
including but not limited to Social Security, health insurance, unemployment compensation,
sickness and accident disability insurance, or workers’ compensation.

4. **TERM.** Unless terminated sooner as hereinafter provided, this Agreement shall be
effective August 15, 2019, through August 14, 2024 [a five (5) year term], and may be renewed
upon mutual written agreement of the parties.

5. **TERMINATION.**

5.1. Either party may terminate this Agreement for any reason upon ninety (90) days
prior written notice. Any resident and/or fellow already at Affiliate at the time of the termination
of this Agreement will be allowed to complete the rotation at Affiliate in accordance with the
terms of this Agreement.

5.2. Any party may terminate this Agreement for just cause. For purposes of this
Agreement, just cause shall mean the failure of any party to comply with the material terms of
this Agreement after notice by certified mail, return receipt requested, and a reasonable
opportunity of not less than sixty (60) days to cure such breach.

6. **NO FEDERAL EXCLUSION.** Each party represents that to its knowledge neither
it, nor any of its management or any other employees or independent contractors who will have
any involvement in the affiliation under this Agreement, have been excluded from participation
in any government healthcare program, debarred from or under any other federal program
(including but not limited to debarment under the Generic Drug Enforcement Act), or convicted
of any offence defined in 42 U.S.C. Section 1320a-7, and that to its knowledge it, its employees,
and independent contractors are not otherwise ineligible for participation in federal health care
programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal action) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.

7. NOTICES. Any written notice required by this Agreement shall be sent by certified mail, return receipt requested, to the address given below or to such later address as may be specified in writing. Any prior written notice periods required by this Agreement shall be deemed to be effective upon receipt if sent in accordance with this notice provision.

If to WVUSM:  Vice President and Executive Dean of Health Sciences
                West Virginia University
                Robert C. Byrd Health Sciences Center
                P.O. Box 9000
                Morgantown, WV 26506-9000

If to Affiliate:  Superintendent
                 Marion County Schools
                 1516 MaryLou Retton Drive
                 Fairmont, WV 26554

8. LIABILITY INSURANCE. Professional and general liability coverage provided by the State of West Virginia will apply to resident and/or fellows assigned under this Agreement while they are acting within the scope of their approved assignment. The amount of professional liability coverage is One Million Six Hundred Five Thousand Dollars ($1,605,000.00) per occurrence with no aggregate limit and the amount of general liability coverage is One Million Dollars ($1,000,000.00) per occurrence with no aggregate limit. WVUSM shall provide Affiliate with a copy of the Certificate of Insurance upon request.

9. LIABILITY. Each party agrees that it shall be responsible for all demands, claims, damages to persons and/or property, losses or liabilities, including reasonable attorney fees
arising out of or caused by the party's negligence or intentional misconduct, if assessed by a court of competent jurisdiction to be the responsibility of that party.

10. **SEVERABILITY.** If any portion of this Agreement shall for any reason be invalid, illegal, unenforceable, or otherwise inoperative, the valid and enforceable provisions will continue to be given effect and to bind the parties.

11. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia, without regard to its conflicts of law provisions and it shall be construed in a manner to conform to all federal, state, and local laws and regulations.

12. **USE OF NAME.** Neither party shall use the name or logo of the other party or their trade, assumed or true names in any advertising, promotional or other materials in any form of media without the prior written consent of that party. Requests to use WVUSM's name or logo should be sent to the Director of Trademark Licensing at trademarklicensing@mail.wvu.edu.

13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties as to this subject matter and supersedes any previous oral or written negotiations and/or agreement.

14. **HIPAA.** WVUSM states that it has trained or caused to be trained all individuals provided pursuant to the terms of this Agreement in the regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") and its implementing regulations. In the event that Affiliate becomes aware of any breach of privacy by any resident and/or fellow assigned to the Affiliate, Affiliate will immediately notify WVUSM of such breach.
15. COUNTERPARTS AND SIGNATURES. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but which together shall constitute one (1) of the same instrument. Facsimile or scanned images of signatures upon this agreement shall be binding on the party so signing as if an original signature and shall have the full force and effect thereof.

16. ASSIGNMENT. This Agreement may not be assigned by either party without the written consent of the other party hereto; provided, that WVUSM may assign this Agreement to a successor board, agency or commission of the State of West Virginia in the event of a change in law by the West Virginia Legislature changing its governing board upon thirty (30) days’ advance written notice to Affiliate.

17. MODIFICATIONS AND AMENDMENTS. This Agreement may be modified at any time upon mutual consent in writing of the parties signed by all the parties hereto. Any proposed change must be made in writing, delivered in person or by registered mail to the other party.

18. NO REQUIREMENT TO REFER. It is not a purpose of this Agreement to induce the referral of patients. The parties acknowledge that there is not a requirement under this Agreement between them that WVUSM faculty physicians refer any patients to any Affiliate or other entity providing such products or services. WVUSM faculty physicians will make such referrals, if any, consistent with the faculty physician’s professional medical judgment and the needs and wishes of the individual patients.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW ON NEXT PAGE.]
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the
date first written above.

WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS
on behalf of WEST VIRGINIA UNIVERSITY,
E. Gordon Gee, J.D., Ed.D., President, by

__________________________________________  ________________________
Clay B. Marsh, M.D.
Vice President and Executive Dean of Health Sciences

__________________________________________  ________________________
Date

MARION COUNTY SCHOOLS

__________________________________________  ________________________
Mr. Randall Farley
Superintendent

__________________________________________  ________________________
Date
MEMORANDUM

TO: Randall Farley  
FROM: Sally Morgan  
DATE: September 10, 2019

I am requesting board approval for the purchase of 30 ipads and covers for our 21st CCLC afterschool programs. This will provide an additional 10 more ipads at each site. (Blackshire, East Park and Watson) We use the ipads for many of our activities, such as Istation, coding, reading, and math. The cost of the 30 ipads will be $8,820.00 and the covers will be $878.70 for a total of $9698.70. The funding will come from the 21st CCLC grant.

Thank You.
# US Education Institution – Hardware and Software Price List

August 8, 2019

For More Information:
Please refer to the online Apple Store for Education Institutions: www.apple.com/education/pricelists or call 1-800-800-2775.

<table>
<thead>
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<th>Part Number</th>
<th>Description</th>
<th>Pricing Date</th>
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<td>7/25/19</td>
<td>14,190.00</td>
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## iPad (6th generation) – featuring Touch ID, Lightning, support for Apple Pencil (1st generation)

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<thead>
<tr>
<th>iPad</th>
<th>Wi-Fi or Wi-Fi + Cellular (Apple SIM Included)</th>
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<td>iPad Wi-Fi + Cellular for Apple SIM 32GB - Space Gray</td>
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<td>MR7CL/A</td>
<td>iPad Wi-Fi + Cellular for Apple SIM 128GB - Space Grey</td>
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<td>iPad Wi-Fi + Cellular for Apple SIM 32GB - Silver</td>
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<td>MR7EL/A</td>
<td>iPad Wi-Fi + Cellular for Apple SIM 128GB - Silver</td>
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## iPad - 10-packs Wi-Fi Only

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<th>iPad</th>
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## iPad mini (5th generation) – featuring Touch ID, Lightning, support for Apple Pencil (1st generation)

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<td>MUQX2LL/A</td>
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</tr>
<tr>
<td>MUQY2LL/A</td>
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</tbody>
</table>
i-Blason Armorbox Kido Light Weight Convertible Stand Cover Case For iPad 2/3/4, Pink
Staples Item # 1006386 | MFR Item # IPAD3KIDOPNK

Packing Slip Note
MEMORANDUM

To: Robin Haught
From: Randall Farley
Subject: Board Agenda
Date: 9/9/2019

Please request approval to order 120 iPads from Apple. This is to provide Elementary Schools more support to implement the Blueprint Program for Math in grades K-2.

Fund – Title V - $35,280.00
# Hardware and Software Price List

August 8, 2019

For More Information, please refer to the online Apple Store for Education Institutions: [www.apple.com/education/pricelists](http://www.apple.com/education/pricelists) or call 1-800-800-2775

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<th>Part Number</th>
<th>Description</th>
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<th>Date</th>
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<td>BN-LD 13-inch MacBook Pro with Touch Bar - 2.4GHz quad-core 8th-generation Intel Core i5/8GB/256GB SSD - Space Gray (5-pack)</td>
<td>9,295.00</td>
<td>7/25/19</td>
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<td>12,440.00</td>
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<td>NML46LL/A</td>
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<td>MUQV2LL/A</td>
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<tr>
<td>MUQX2LL/A</td>
</tr>
<tr>
<td>MUQY2LL/A</td>
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8/8/2019

U.S. Education Institution Price List

Page 3 of 20
MEMORANDUM

TO: Randall Farley
FROM: Sally Morgan
DATE: September 10, 2019

I am requesting board approval for the purchase of a 2 year Istation site license and professional development package for our 21st CCLC afterschool programs at Blackshere, East Park and Watson. It is an adaptive reading and math program. The cost is $24,393.60. The funding will come from our 21st CCLC grant and is in the budget. The quote is attached.

Thank You.
Superheroes Can Do Anything!

Every Student Deserves to Feel Powerful!
Discover hidden strengths with dynamic intervention and instruction.

Quote Q-11410-2

Prepared For:
Marion County Schools
1516 Mary Lou Retton Dr
Fairmont, WV
26554-2204

Your Istation Partner:
Lori Puckett
lpuckett@istation.com
+1 7034315413
**IR.Student - Istation Reading (Student Account)**

<table>
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<tr>
<th>QTY</th>
<th>PRODUCT</th>
<th>Start Date</th>
<th>Months</th>
<th>End Date</th>
<th>CAMPUS</th>
<th>LIST PRICE</th>
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<td>75</td>
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<td>74</td>
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<td>Watson Elementary School</td>
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**IR.Student - Istation Reading (Student Account) TOTAL:** $17,830.40

**IM.Student - Istation Math (Student Account)**

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<td>75</td>
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<td>75</td>
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<td>74</td>
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<td>24</td>
<td>Watson Elementary School</td>
<td>$3,063.60</td>
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**IM.Student - Istation Math (Student Account) TOTAL:** $9,273.60

**SUBTOTAL:** $27,104.00

**DISCOUNT:** ($2,710.40)

**TAX (if applicable):**

**CUSTOMER TOTAL:** $24,393.60
Dallas, TX 75206   Prepared For: Marion County Schools
Phone: 1-866-883-READ (7323)   Expires On: 10/6/2019
Email: orders@istation.com

DISCLAIMER: Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions.

Subscription Start Date:   Subscription Term: 24   Subscription End Date:

Please email or fax the following items to 214-291-5534 or orders@istation.com. Failure to provide the below will cause a delay in processing your order:
  • Signed Purchase Order that includes the quote number
  • Signature page of this Quote (choose subscription length)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective authorized representatives whose signatures appear below.

<table>
<thead>
<tr>
<th>Istation</th>
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<tbody>
<tr>
<td>Signature:</td>
</tr>
<tr>
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<tr>
<td>Title:</td>
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<table>
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<tr>
<td>Dated:</td>
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<tr>
<td>PO # (if available):</td>
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To ensure timely fulfillment, please provide the requested contact information below:

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<tr>
<td>Phone:</td>
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<table>
<thead>
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<tbody>
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<td>Email:</td>
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<table>
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<tr>
<td>Email:</td>
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<table>
<thead>
<tr>
<th>District Data Contact</th>
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<tbody>
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<td>Name:</td>
</tr>
<tr>
<td>Email:</td>
</tr>
<tr>
<td>Phone:</td>
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</tbody>
</table>
TO: Mr. Farley

FROM: Gia Deasy, Administrative Assistant for Special Education

SUBJECT: Board Agenda Item

DATE: September 9, 2019

Please consider the following item for the upcoming Marion County Board Agenda.

Board approval is requested for the following item that is outlined in the 2019-2020 LEA IDEA Application

**Unique Learning Curriculum Training** $5,250 from IDEA Federal Funds
Vendor: N2Y, LLC

TRAINING Special Educators for this online, standards-based set of interactive tools specifically designed for students with special needs. Used daily throughout Marion County classrooms, the Unique Learning System provides K-12 students with significant disabilities (the 1% population), with rigorous standards-based materials specifically designed to meet their instructional needs.
**Quote #**

**Q-09805**

**Date**

5/17/2019

---

**Remit To**

N2Y, LLC  
PO Box 550  
Huron, OH 44839

**Contact Info**

Toni Toothman  
ttoothm@k12.wv.us

---

**Bill To**

Marion County Board of Education  
1516 Mary Lou Retton Drive  
Fairmont, West Virginia 26554

**Ship To**

Marion County Board of Education  
1516 Mary Lou Retton Drive  
Fairmont, West Virginia 26554

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<tr>
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<td>PDE TOUR</td>
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<td></td>
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<td>$5,250.00</td>
<td>1</td>
<td>$5,250.00</td>
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</table>

Thank you for your business. In need of additional assistance, please call us toll free at 1-800-697-6575.

**Sub-Total:** $5,250.00  
**Sales Tax:** $0.00  
**Total:** $5,250.00

---

**Please Note:**

This quote is good for 90 days. Purchase Orders or payment via Credit Card must be received within 90 days from the date of this quote in order to guarantee the listed price.

n2y accepts credit cards for orders under $5,000 and cash or ACH payments for orders over $5,000. Your sales representative would be happy to address any questions you might have regarding these policies.
Dear

Quote Q-09805

- This quote is valid for 90 days. Purchase Orders or payment via credit card must be received within 90 days from the date of this quote in order to guarantee the listed price.

- Prices are subject to change without notice. All orders are subject to our standard terms and conditions. (Terms of Use & Privacy Policy)

NOTE: Your order/quote will not be processed until we receive a copy of your purchase order. Tax exempt organizations must include a copy of your state tax exempt form with your purchase order. All orders without a state tax exempt form will be charged sales tax at the applicable state rate.

There are four ways to process this quote:

1. Fax your purchase order and a copy of your quote to 419-433-9810.
2. Email your purchase order to sales@n2y.com or reply back to your sales representative.
3. Contact n2y Sales toll free at 1-800-697-6575 8:00am-4:30pm EST, Monday-Friday to pay using a credit card.
4. Mail your purchase order to the address below. Be sure to attach a copy of this quote or reference quote number Q-09805 on the purchase order.

n2y
PO Box 550
Huron, OH 44839

IF ONSITE OR WEBINAR PROFESSIONAL DEVELOPMENT IS INCLUDED ON THIS QUOTE, PLEASE CLICK TO REQUEST A TRAINING DATE

Cancellation of training day(s) requires a 30 day notification. Failure to cancel within 30 days of initial training date may result in a cancellation fee of up to [50%].

For additional assistance with your order, please call n2y toll free at 1-800-697-6575.

Sincerely,

Alan Furey
Inside Sales Executive