

Schedule  
Fairmont State Board of Governors  
August 14, 2008

219 Hardway Building  
Fairmont State University

2:00 P.M. Full Board Meeting

*219 Hardway Building*

**Committee:** ACADEMIC AFFAIRS/ADMISSIONS (Admissions, Degree Programs)

**MEMBERS:** Bob Kittle, *Chair*  
Janet Crescenzi, *Vice Chair*  
Galen Hansen  
Jim Kettering

**STAFF RESOURCES:** Maria Rose  
VP Enrollment Services

**Committee:** STUDENT LIFE (Student Affairs, Athletics, Auxiliary)

**MEMBERS:** Skip Tarasuk, *Chair*  
Donna Trickett, *Vice Chair*  
Shawn Ragsdale  
Ron Tucker  
Mark Pallotta

**STAFF RESOURCES:** Michael Belmear  
Rusty Elliott

**Committee:** EXECUTIVE (Finance, Audit, Personnel, FSU/Pierpont Joint Affairs)

**MEMBERS:** Andy Kniceley, *Chair*  
Rocco Muriale, *Vice Chair*  
Shirley Stanton, *Secretary*

**STAFF RESOURCES:** FSU President  
Blair Montgomery  
Rick Porto

**Fairmont State University Board of Governors**  
**Meeting of August 14, 2008**  
**219 Hardway Hall**  
**2 p.m.**

**AGENDA**

**Call to Order**

1. Opening Comments
2. Last Call for Public Comment Sign-up
3. Approval of Minutes (July 23, 2008)

*Tab 1    Action Item*

**Operations Reports**

1. Faculty Senate Report (*Chuck Shields*)
2. Classified Staff Report (*Ann Lester*)
3. Student Government Report (*Kelley Bronson*)
4. Foundation Report (*Jean Ahwesh*)
5. Alumni Association Report (*Devanna Corley*)
6. Athletic Association Report (*Rusty Elliott*)

**Committee of the Whole**

1. FY 2008 Financial Report
2. Locust Avenue Project
3. Aladdin Contract
4. Housing Capacity Status and Plan
5. Salary Policy #25: Notice of Public Comment Period
6. Enrollment Projections – Fall 2008
7. Update on Enrollment Services Concerns
8. RFP Presidential Search
9. Approval of Presidential Search Committee
10. President's Report
11. Chairman's Report

*Tab 2    FYI*

*Tab 3    Action Item*

*Tab 4    FYI*

*Tab 5    FYI*

*Tab 6    Action Item*

**Old Business**

**New Business**

**Public Comment**

**Possible Executive Session**

\_\_\_\_\_ moved pursuant to 6-9A-4(b)2A of the WV Code that the Board shall go to into Executive Session to discuss personnel and personnel matters, which if discussed in public might adversely affect the reputation of any person.

**BOG Summit at Stonewall Resort - Friday, August 22 - Saturday, August 23<sup>rd</sup>**  
**Next meeting date is Thursday, September 11, 2008 in the Board Room – Falcon Center**

**Fairmont State University**  
**BOARD OF GOVERNORS**  
**MINUTES**  
July 23, 2008

**1. Call to Order**

A meeting of the Fairmont State University Board of Governors was held on July 10, 2008 beginning at 2:00 p.m. in 219 Hardway Building. Present at the meeting were Board Members: Janet Crescenzi, Galen Hansen, Andy Kniceley, Rocco Muriale, Mark Pallotta, Shawn Ragsdale, Shirley Stanton, Skip Tarasuk, Donna Trickett and Ron Tucker. Those Board members not in attendance were: James Kettering and Robert Kittle. Also in attendance were: Pierpont C&TC President Blair Montgomery and Sarah Hensley.

Ron Tucker made a motion to call the meeting to order. Skip Tarasuk seconded. Motion carried.

**2. Approval of Minutes**

Rocco Muriale moved the minutes of July 10, 2008 meeting be approved. Galen Hansen seconded. Motion carried.

**3. Executive Session**

Janet Crescenzi moved pursuant to 6-9A-4(b)2A of the WV Code that the Board shall go into Executive Session to discuss personnel and personnel matters, which if discussed in public might adversely affect the reputation of any person. Rocco Muriale seconded. Motion carried.

**6. Return to Regular Session**

Rocco Muriale moved to return to regular session. Skip Tarasuk seconded. Motion carried.

Rocco Muriale moved that the Board offer Candidate A the position of Interim President of Fairmont State University. Skip Tarasuk seconded. Motion carried.

Rocco Muriale moved that the Board grant Vice President Rick Porto signatory authority for the time period between when President Bradley leaves office and the Interim President can be in place. Shirley Stanton seconded. Motion carried.

Rocco Muriale moved the Board adjourn. Shirley Stanton seconded. Motion carried.

Andy Kniceley, Chair

## Board of Governor's Report

### Restricted Fund:

Please find attached the budget change analysis for July 2008 and the Restricted Fund reports for the University.

**University:**

**Revenues:**

Breakdown of Restricted Revenues is as follows:

Federal, State and Private Financial Aid	\$33,479,098
Federal Grants	\$ 8,508,027
State Grants	\$ 207,885
Private	\$ 166,009
Other	\$ 835
Total Revenues	\$42,361,854

**Expenditures:**

Breakdown of Restricted Expense is as follows:

Federal, State and Private Financial Aid	\$33,313,360
Federal Grants	\$ 7,479,779
State Grants	\$ 380,872
Private Grants	\$ 191,656
Other	\$ 835
Total Expenses	\$41,366,502

The expense budget for Federal Work-Study was not entered in July; this will be corrected on the August Reports.

The Fund Balance for restricted funds at July 31, 2008 was (\$542,728.85). Due to the nature of restricted funds, audit entries will continue to affect the fund balance until the audit is complete.

**Fairmont State University**  
**Actual Vs. Budget Statement of Revenues and Expenses**

		Current Year 09	Prior Year 08	Period Jul	Current Restricted LEVEL 2		
		Budgeted Current year	Actual Current Year	Actual To Budgeted Current Year	Prior Actual To Prior Year End		
<b>OPERATING REVENUES</b>	Federal Grants and Contracts	32,897,064.77	610,101.50	1.85	-1.33		
	State/Local Grants and Contracts	6,178,170.25	0.00	0.00	0.01		
	Private Grants and Contracts	3,285,783.79	45,000.00	1.37	4.73		
	Other Operating Revenues	835.00	0.00	0.00	0.00		
	<b>Subtotal:</b>	<b>42,361,853.81</b>	<b>655,101.50</b>	<b>1.55</b>	<b>-0.69</b>		
<b>OPERATING EXPENSES</b>	Salaries	1,280,640.93	90,119.70	7.04	11.31		
	Benefits	282,450.92	21,132.64	7.48	8.34		
	Student financial aid - scholarships	33,375,760.00	0.00	0.00	0.14		
	Utilities	19,757.00	49.00	0.25	0.00		
	Supplies and Other Services	4,833,287.74	119,743.20	2.48	0.71		
	Equipment Expense	1,574,605.84	229,914.74	14.60	1.06		
	<b>Subtotal:</b>	<b>41,366,502.43</b>	<b>460,959.28</b>	<b>1.11</b>	<b>0.83</b>		
<b>NONOPERATING REVENUES (EXPENSES)</b>	Investment Income	0.00	0.00				
	<b>Subtotal:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		
<b>OTHER CHANGES</b>	Cumulative Effect of Change in Accounting Policy	0.00	0.00		0.00		
	<b>Subtotal:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		
<b>EXCLUDE OPERATING ACCOUNT</b>	Exclude - Assets	-206,508.68	-112,065.94	54.27	0.00		
	Exclude - Transfers for Financial Aid Match	118,644.00	0.00	0.00	0.00		
	Exclude - Indirect Cost Recoveries	-629,973.71	-27,048.68	4.29	4.09		
	Exclude - Transfers - Other	0.00	0.00		23.84		
	<b>Subtotal:</b>	<b>-717,838.39</b>	<b>-139,114.62</b>	<b>19.38</b>	<b>4.88</b>		
<b>OPERATING INCOME/LOSS</b>		<b>995,351.38</b>	<b>194,142.22</b>	<b>19.50</b>	<b>-267.87</b>		
<b>BALANCE</b>		<b>277,512.99</b>	<b>55,027.60</b>	<b>19.83</b>	<b>230.2</b>		

FZRPR03

Fund %

JUL-30-08

Board of Governor's  
Financial Report  
July 30, 2008

Unrestricted Fund:

Budget Change Analysis for July 2008

Since the 2009 budget was approved at the June 18<sup>th</sup> BOG meeting, a number of actions have taken place that created a change to the 2009 budget. Budget change from month to month during the fiscal year has been standard practice for some time now. It is my belief that when a commitment to spend is made it needs to be recognized as an annual commitment and reported. This is why the report on the annual budget is dynamically changing day to day and reporting period to reporting period. Please keep in mind that the annual budget is a plan (or prediction) of outcome, and if milestones are not met like enrollment goals adjustments to budget must be made.

When you review this report please do not get excited about the change in budget balance to a negative condition for the University or the deficit balance condition on the Auxiliary report. We are able to make budget adjustment to assure our budget is balanced or positive. I elected not to attempt to fix the current conditions but to bring this information as is to share what happened to us since the 2009 budget was approved on June 18, 2008.

The following narrative explains the budget changes that occurred. In some cases this change occurred as staff performed their normal duties at year end, some change occurred based on decisions you have entrusted to the Presidents, and some are system automation driven. Here goes:

Fairmont State University:

The budget balance for the University turned to a negative balance condition of -\$206,657.92. The balance condition as of June 18<sup>th</sup> was a positive value of \$8,155.88. This represents a swing of \$214,814.00 in balance. This swing occurred for the following reasons (not all detailed in this narrative)

Revenues

- Operating Cost Revenues increased by \$11,993.00
- Support Service Revenue increased by \$97,390.00 due to the Community and Technical College President agreeing to share in the costs of the positions (Assistant VP for Enrollment Services, Director of Marketing position, and salary adjustment for the Director of HR). This agreement was sought by the Budget Director at my request.
- Other Operating Revenue increased by \$14,760.00 due to an increase to the online adjunct training program and the Vanderbilt University liaison.

## Expenses

- Salaries increased by \$178,518.00 (see attached report titled “WV-11 notes”). These salary budget adjustments were completed for several reasons caused by actions primarily requested by senior leadership and approved by the Presidents (both of them were needed)
- Benefit Budget increased by \$189,025.00 due to automated benefit programs that react to changes in salaries, benefit coverages, and creation of new and/or vacant positions. An example of this is employee X who has single family coverage and decides to get married and changes their coverage plan from single to married – we are required to pick-up additional employee paid cost for this employee.
- Supplies and Services expense was decreased by -\$12,503.00 due to \$108,914.00 in transfers to labor and equipment expense as well as an increase to the online adjunct training program which was offset by an increase to revenue. The indirect cost budgets also increased supplies by \$96,411.00.
- Equipment expense was increased by \$25,106.00 primarily due to a transfer from supplies and other.
- Exclude-Assets decreased by \$10,387.00 due to transfers to labor.
- Exclude-Indirect Cost Recoveries increased by \$34,096.00 due to changes in grant related budgets.

These changes to budget will need reacted to so the budget balance is brought back to at least a \$0.00 balance condition (surplus conditions are okay) for each respective financial report. Later in this presentation we will be making recommendations to the University Board (and later to the Community and Technical College Board) to allow financial presentations to be separated into two reports, one for Fund Manager Fund Type reporting and one for President’s Control reporting (to be continued).

## Auxiliary Fund:

Note: The Auxiliary Fund (which consists of Athletics, Falcon Center, Housing, and Parking and Safety entities) are supervised by the University Staff but have been financially supported by Auxiliary fees assessed to both the University and Community and Technical College students. This fee assessment activity will need to continue for the next 26 plus years to protect the Bonds sold to build the new buildings on campus. This fee assessment is also needed to pay for the operating costs of these facilities. In the next several months, this Board and the Community and Technical College Board will be making decisions managing these Auxiliary enterprises with future student fee revenues. HB3215 requires that a plan be made to address this matter.

The budget balance for the Auxiliary Fund decreased by \$24,115.00 from \$14,213.00 to a negative \$-9,902.00. The primary reasons for this change were:

- Overall, revenue increased by \$39,456.00. This was due to an increase in Dining Service revenue and a decrease in Xerox revenue.



- Salaries and Benefits decreased by \$52,485.00. This was due to Athletics' position funding being moved to state appropriated dollars leaving \$37,572.00 excess, a decrease in a Safety and Security position benefits of \$14,037.00, a reclassification leaving \$2,001.00 excess, all offset by various increases to benefits of \$1,125.00.
- Student Financial Aid – Scholarships increase by \$30,400.00 due to addition of the Participation Enhancement Scholarships of \$25,000.00 and an increase to Athletic scholarships of \$5,400.00.
- Supplies and Other Services increased \$76,330.00 due to changes in the Xerox budget of \$65,648.00 and changes in the custodial budget of \$10,682.00.
- Transfers out to plant increase by \$8,246.00. This was due to the Dining revenue changes resulting in \$18,928.00 additional dollars being transferred out to plant, which was offset by the custodial budget changes decreasing transfers by \$10,682.00.

The deficit budget balance condition found in the Auxiliary Fund is typically adjusted for by adjusting the planned transfer to plant reserves. Staff will make this happen once final approval of any adjustment to these budgets are received.

This concludes my report of the Unrestricted/Auxiliary Fund.

Fairmont State University  
 Actual vs Budget Statement of Revenues and Expenses  
 - Current Year 2009 Prior Year 2008 Current Unrestricted

		Budgeted Current Year July fy09 061308	Budgeted Current Year July fy09 073008	DIFFERENCE	Actual Current Year July fy09 073008
<b>OPERATING REVENUES</b>	Tuition & Fees	19,580,567.00	19,580,567.00	0.00	8,752,451.87
	Tuition and Fees Support Services Revenue	520,127.00	520,127.00	0.00	0.00
	Faculty Services Revenue	1,359,124.00	1,359,124.00	0.00	0.00
	Federal Grants and Contracts	0.00	0.00	0.00	0.00
	State/Local Grants and Contracts	0.00	0.00	0.00	0.00
	Auxiliary enterprises revenue	0.00	0.00	0.00	0.00
	Operating Costs Revenue	2,577,913.32	2,599,906.19	11,992.87	0.00
	Support Services Revenue	3,675,117.38	3,772,507.83	97,390.45	0.00
	Other Operating Revenue	349,837.00	364,597.00	14,760.00	49,937.62
<b>Sub Total</b>		<b>28,062,685.70</b>	<b>28,186,829.02</b>	<b>124,143.32</b>	<b>8,802,389.49</b>
<b>OPERATING EXPENSES</b>	Salaries	21,589,357.50	21,767,876.06	178,518.56	1,203,708.12
	Benefits	5,431,965.82	5,620,990.81	189,024.99	267,694.51
	Student Financial Aid-Scholarships	1,322,425.00	1,322,425.00	0.00	697.50
	Utilities	1,350,000.00	1,350,000.00	0.00	47,869.49
	Supplies and Other Services	6,942,626.37	6,930,123.41	-12,502.96	228,918.80
	Equipment Expense	856,025.24	881,131.56	25,106.32	87,377.34
	Loan Cancellations and write-off	0.00	0.00	0.00	0.00
	Fees retained by the Commission	167,829.00	167,829.00	0.00	0.00
	Assessment for Faculty Services	1,568,485.00	1,568,485.00	0.00	0.00
	Assessment for Support Services	196,017.23	199,309.62	3,292.39	0.00
	Assessment for Tuition, Aux, & Capital Costs	2,732,234.00	2,732,234.00	0.00	0.00
	Assessment for Operating Costs	195,748.66	195,748.67	0.01	0.00
<b>Sub Total</b>		<b>42,352,713.82</b>	<b>42,736,153.13</b>	<b>383,439.31</b>	<b>1,836,265.76</b>
<b>NONOPERATING REVENUES (EXPENSES)</b>	State Appropriations	13,769,754.00	13,769,754.00	0.00	2,753,950.00
	Gifts	25,000.00	25,000.00	0.00	12,500.00
	Investment Income	458,998.00	458,998.00	0.00	17,427.17
	Interest on capital asset related debt	0.00	0.00	0.00	0.00
<b>Sub Total:</b>		<b>14,253,752.00</b>	<b>14,253,752.00</b>	<b>0.00</b>	<b>2,783,877.17</b>
<b>EXCLUDE OPERATING</b>	Exclude - Assets	-484,049.00	-473,662.46	10,386.54	0.00
	Exclude - Construction	0.00	0.00	0.00	0.00
	Exclude - Transfers for Debt Service	0.00	0.00	0.00	0.00
	Exclude - Transfers for Fin Aid Match	-170,107.00	-170,107.00	0.00	0.00
	Exclude - Indirect Cost Recoveries	601,610.00	635,705.65	34,095.65	27,048.68
	Exclude - Transfers to Capital Projects	96,978.00	96,978.00	0.00	0.00
	Exclude - Transfers - Other	0.00	0.00	0.00	0.00
<b>Sub Total:</b>		<b>44,432.00</b>	<b>88,914.19</b>	<b>44,482.19</b>	<b>27,048.68</b>
<b>OPERATING INCOME/LOSS</b>		<b>-14,290,028.12</b>	<b>-14,549,324.11</b>	<b>-259,295.99</b>	<b>6,966,123.73</b>
<b>BALANCE</b>		<b>8,155.88</b>	<b>-206,657.92</b>	<b>-214,813.80</b>	<b>9,777,049.58</b>

Fairmont State Auxiliary  
Actual vs Budget Statement of Revenues and Expenses

- Current Year 2009    Prior Year 2008    Current Unrestricted  
AUXILIARY

		Budgeted Current Year July fy09 061308	Budgeted Current Year July fy09 073008	Difference	Actual Current Year July fy09 073008
<b>OPERATING REVENUES</b>	Tuition and Fees	0.00	0.00	0.00	0.00
	Auxiliary enterprises revenue	7,542,205.94	7,696,133.94	153,928.00	3,606,618.31
	Auxiliary Support Services Revenue	4,729,255.00	4,729,255.00	0.00	0.00
	Other Operating Revenue	294,340.60	289,868.60	(4,472.00)	3,654.16
<b>Sub Total</b>		<b>12,565,801.54</b>	<b>12,715,257.54</b>	<b>149,456.00</b>	<b>3,610,272.47</b>
<b>OPERATING EXPENSES</b>	Salaries	1,990,760.00	1,958,316.00	(32,444.00)	154,988.54
	Benefits	566,732.72	546,691.72	(20,041.00)	31,461.62
	Student Financial Aid-Scholarships	425,400.00	450,400.00	25,000.00	-315.00
	Utilities	699,720.00	699,720.00	0.00	-10,521.65
	Supplies and Other Services	4,411,222.20	4,603,632.20	192,410.00	60,762.97
	Equipment Expense	92,232.00	92,232.00	0.00	709.68
	Loan Cancellations and write-off	1,131.00	1,131.00	0.00	0.00
<b>Sub Total</b>		<b>8,187,197.92</b>	<b>8,352,122.92</b>	<b>164,925.00</b>	<b>237,086.16</b>
<b>NONOPERATING REVENUES (EXPENSES)</b>	Investment Income	0.00	0.00	0.00	0.00
	Interest on capital asset related debt	-100,472.60	-100,472.60	0.00	0.00
<b>Sub Total:</b>		<b>-100,472.60</b>	<b>-100,472.60</b>	<b>0.00</b>	<b>0.00</b>
<b>EXCLUDE OPERATING</b>	Exclude - Assets	-40,000.00	-35,000.00	5,000.00	-7,210.00
	Exclude - Construction	0.00	0.00	0.00	0.00
	Exclude - Transfers for Debt Service	-3,550,202.00	-3,550,202.00	0.00	0.00
	Exclude - Transfers for Fin Aid Match	-3,425.00	-3,425.00	0.00	0.00
	Exclude - Transfers to Plant Reserves	-675,691.02	-683,937.02	(8,246.00)	0.00
	Exclude - Transfer for Scholarships	5,400.00	0.00	(5,400.00)	0.00
	Exclude - Transfers - Other	0.00	0.00	0.00	0.00
<b>Sub Total:</b>		<b>-4,263,918.02</b>	<b>-4,272,564.02</b>	<b>(8,646.00)</b>	<b>-7,210.00</b>
<b>OPERATING INCOME/LOSS</b>		<b>4,378,603.62</b>	<b>4,363,134.62</b>	<b>-15,469.00</b>	<b>3,373,186.31</b>
<b>BALANCE</b>		<b>14,213.00</b>	<b>-9,902.00</b>	<b>-24,115.00</b>	<b>3,365,976.31</b>
<b>CURRENT NET LABOR SAVINGS</b>					
<b>Planned Expenditures from Reserves</b>					
<b>Anticipated Labor Savings</b>					
<b>Anticipated Year End Balance</b>					



**Fairmont State University Board of Governors**  
**August 14, 2008**

**ITEM:** Approval of Locust Avenue Project

**COMMITTEE:** Committee of the Whole

**RECOMMENDED RESOLUTION:** *Resolved*, That the Fairmont State University Board of Governors approve the proposed three-party agreement between the WV Division of Highways, Fairmont State University and the City of Fairmont for the installation of a new traffic signal system and the modification of an existing traffic signal system.

**STAFF MEMBER:** Jim Decker

**BACKGROUND:**

The agreement is for the installation of a new traffic signal system at the intersection of US 19 with Campus Drive East and the modification of an existing traffic signal system at the intersection of US 19 with Campus Drive West. The agreement sets forth the joint responsibilities of Fairmont State University, the City of Fairmont and the Division of Highways regarding the traffic signals.

Fairmont State University's cost is based upon a cost of \$6,000 for decorative poles for the Campus Drive East traffic signal. The modification of the existing traffic signal at Campus Drive West in order to change the signal support poles to decorative poles is estimated to cost \$114,000. The total cost to FSU is estimated to be \$120,000.

The need for the traffic signal changes arises from the traffic flowing into and out of campus and the need to regulate the traffic.

**Fairmont State University Board of Governors**  
**August 14, 2008**

**ITEM:** Public Comment Period – Revision to Policy  
25, Salaries

**COMMITTEE:** Committee of the Whole

**RECOMMENDED RESOLUTION:** *Informational Item*

**STAFF MEMBER:** Sarah Hensley

**BACKGROUND:**

Chairman Kniceley has requested that we put a proposed revision to Policy 25, Salaries, out for the thirty day public comment period. The intention of the proposed revision is to suspend Policy 25 for FY2009 and to allow for a simple 3% across the board pay raise for all employees for the upcoming fiscal year.

(current policy)

Fairmont State Board of Governors  
Policy #25

Revised August 27, 2007 and June 15, 2006, originally adopted November 29, 2004

TITLE: SALARY POLICY

SECTION 1. GENERAL

- 1.1 SCOPE: These salary policies shall be in effect and shall govern the assignment of salaries for employees of Fairmont State.
- 1.2 AUTHORITY: West Virginia Code § 18B-1-6; §18B-2A-4.
- 1.3 Effective Date: November 29, 2004

SECTION 2. PROCEDURES FOR ESTABLISHING SALARY POOLS

- 2.1 Each year, or from time to time as deemed appropriate, the Presidents shall present to the Board a plan for the distribution of general salary increases to employees. This plan shall address increases for all employees other than the Presidents.
- 2.2 The general salary increase plan shall be developed after state-wide salary mandates have been accounted for. Statewide salary mandates shall include salary increases for faculty promoted in rank, as well as required incremental funding of the classified employee "entry rate," if applicable.
- 2.3 After the cost of state-wide salary mandates has been separately accounted for, the President's general salary increase plan shall be submitted to the Board for approval.
- 2.3.1 The plan shall reflect separately the total projected costs of aggregate salary increases for faculty, for non-classified employees, and for classified employees.
- 2.3.2 The plan shall reflect the aggregate percentage increase in salary to be paid to faculty, non-classified, and classified employees.
- 2.3.3 The increase in salary for each of the three groups of employees shall be comparable, but not necessarily equivalent. If the increases are not comparable, the President shall present a justification with the proposal.

2.4 The Board shall act, in response to the plan submitted, to establish the aggregate dollars to be allocated each year for general salary increases for each of the three groups of employees. The aggregate increase in dollars shall be distributed in accordance with Sections 3, 4 and 5 of this Policy.

### SECTION 3. FACULTY SALARY POLICY

The total dollars for this increase in aggregate faculty salaries shall be distributed among faculty as follows:

#### 3.1 The Distribution of Faculty New Pay Monies Each Fiscal Year

3.1.1 Salary Inequities Distributions: Twenty-five percent (25%) of the total faculty salary pool shall be distributed to address salary inequities until such time that a lower percentage is sufficient to bring all faculty to 90% of their target salary. Of this amount, a minimum of 80% (or 20%) will be used to fund the salary equity model with the balance restricted for special cases at the discretion of the Provost or C&TC President, as appropriate. The salary equity model is based on median data from the College and University Professional Association for Human Resources (CUPA), taking into account discipline and rank. Time in rank and possession of a terminal degree affect the actual target salary as follows:

- The CUPA peer group will be all Bachelor and Masters Institutions.
- No terminal degree - 10% reduction in CUPA base for rank and discipline. This does not apply to C&TC faculty.
- Zero time in rank - 10% reduction in CUPA base for rank and discipline
- Maximum credit for time in rank – 9 years
- Maximum target salary – 110% of CUPA base

The equity adjustments will have two components, fixed and variable. The maximum possible variable percentage will be no greater than the fixed percentage and will be determined based on dollars available. The variable percentage for each individual will be determined by the difference between their OCR score and the minimal acceptable OCR score. To be eligible for an equity adjustment in any given year, a faculty member must be eligible for a merit increase.



3.1.1.1 For the purpose of accelerating approach to target salary, an additional amount of money may be made available by the Board. These dollars will be dispersed as described in 3.1.1.

3.1.2 Merit Pay Allocations: The remaining salary increase pool after Section 3.1.1 is implemented shall be distributed on the basis of merit pay. The procedures for determining merit will be those developed by the faculty in the respective schools and colleges and approved by the Provost or C&TC President, as appropriate.

Graduated Rankings of Recipients. The merit raise will have two components, fixed and variable. The maximum possible variable percentage will be no greater than the fixed percentage and will be determined based on dollars available. The variable percentage for each individual will be determined by the difference between their OCR score and the minimal acceptable OCR score. The percentage of the variable component pool available to each School or College will equal the School or College's percentage of the total salary pool. Those rated below a minimal acceptable level as determined by the Provost in consultation with the Faculty Senate or the C&TC President in consultation with the Faculty Assembly, as appropriate, will not receive a merit increase.

#### SECTION 4. CLASSIFIED STAFF SALARY POLICY

4.1 Salaries of classified employees shall be set consistent with Article 9, Chapter 18B of the Code of West Virginia and Series 8, as amended by the Higher Education Policy Commission and Community and Technical College Council.

4.2 In computing the salary increases for all classified employees, the target salary under the salary schedule set forth in Section 3, Article 9, Chapter 18B of the Code of West Virginia, as amended, shall be identified. The gaps between the target and current salary shall be established. Salaries of all classified employees shall be increased in equal proportions toward eliminating all gaps; however no raises will be given if the employee's overall job performance evaluation is "unsatisfactory." Beginning January 1, 2007, no raises will be given if the employee's overall job performance evaluation is "needs improvement" or "unsatisfactory."

SECTION 5. NON-CLASSIFIED SALARY POLICY

The total dollars for the annual increase in aggregate non-classified salaries shall be distributed among non-classified staff as follows:

- 5.1 Salary Inequities Distributions: The President may distribute a portion of the non-classified salary increase pool at his/her discretion to address salary inequities.
- 5.2 Merit Pay Recipients: The remaining portion of the non-classified staff salary pool shall be distributed on the basis of merit pay.
  - 5.2.1 Each non-classified employee shall be evaluated at least once each year, to include the Annual Evaluation. The Annual Evaluation will include, but need not be limited to, the Fairmont State Non-Classified Employee Performance Evaluation.
  - 5.2.2 No employee who receives an overall rating of “unsatisfactory” on the Annual Evaluation form will be eligible for merit pay. Beginning January 1, 2007, no raises will be given if the employee’s overall job performance evaluation is “needs improvement” or “unsatisfactory.”
  - 5.3.3 Graduated Rankings of Recipients. Merit recipients will be ranked at level A, B, or C. Those ranked B shall receive a percentage increase in base salary 50% higher than those rated C. Those ranked A shall receive a percentage increase in base salary 100% higher than those rated C.

SECTION 6. THE PRESIDENTS’ SALARIES-

No provision herein shall be deemed to apply in any manner to the salary of the Fairmont State University President or the Pierpont Community & Technical College President, whose remuneration shall be set, from time to time, at the will and pleasure of the Board and with the approval of the Policy Commission or Community College Council.

REQUEST FOR PROPOSALS  
EXECUTIVE SEARCH CONSULTING SERVICES  
FOR THE PRESIDENCY OF FAIRMONT STATE UNIVERSITY  
RFP #212

SECTION 1 – OVERVIEW / INTENT OF RFP

- 1.1 The Fairmont State University Board of Governors is seeking an executive search firm to assist in the process of selecting a president for Fairmont State University.
- 1.2 It is the Board of Governors' intent to select and contract with a single executive search consultant (the Consultant) to work with the Executive Secretary of the Screening and Search Committee (the Committee) and assist it in the process of selecting a president for Fairmont State University. As directed by the Committee, the principle services of the Consultant will be to identify potential qualified candidates for consideration, initiate contacts with prospective candidates, receive all nominations and applications, narrow down the pool of acceptable candidates based on the qualifications and criteria set by the Committee, and perform a comprehensive credential review of the finalists. All administrative functions of the search process will be performed by the Committee.
- 1.3 Fairmont State University, with a 120-acre main campus in Fairmont, West Virginia, is part of the state's growing high technology corridor with a metro area of about 50,000 residents. Our campus, which we share with our partner institution Pierpont Community & Technical College, is expanding with new construction including an Engineering Technology Building. With an enrollment of 4,600, FSU offers more than 90 baccalaureate degrees and graduate programs in business, criminal justice, education and human services. The campus is home to the Frank and Jane Gabor West Virginia Folklife Center. FSU features a branch campus in Clarksburg, the Gaston Caperton Center. We value scholarship, opportunity, achievement and responsibility. Visit [www.fairmontstate.edu](http://www.fairmontstate.edu).

SECTION 2 - SPECIFICATIONS/SCOPE OF WORK

- 2.1 The Consultant selected for this project shall have extensive experience with academic executive searches, and there will be a preference for experience and demonstrated strengths and successes in searches for academic executive administrators in large comprehensive universities. The successful proposer must have well developed search methodologies and candidate research skills, a national network of professional contacts, and a proven ability to identify and attract talented highly qualified individuals to this search process. The successful proposer must demonstrate an understanding of the academic executive search process both on campus and in the national market place.
- 2.2 The Consultant shall work under the direction of the Executive Secretary of the Screening and Search Committee and the direction of the Chairman of the Board of Governors in the final stages of the search process. The service provided by the Consultant shall include, but may not be limited to the following:
  - A. Recruitment - The Consultant shall actively seek out individuals with superior qualifications and encourage them to become candidates for the position.
  - B. Applications and Nominations - The Consultant shall receive all applications and nominations and maintain a summary list of all candidates.

- C. Preliminary Screening - The Consultant shall conduct a preliminary screening of the credentials of the candidates, including a review of information contained on resumes and the knowledge the Consultant has of such individuals and the organizations they have served, prior to any candidate being submitted by the Consultant for consideration by the Committee.
  - D. The Consultant may be requested to make contacts with individuals nominated by others.
- 2.3 The Consultant may be requested to meet with the Chairman of the Board of Governors, the Executive Secretary, the Committee and the Board of Governors during the early and subsequent phases of the search process in order to become familiar with the search and selection process and procedures, and the qualifications required for the position. Travel expenses may be reimbursed according to the University's Travel Regulation (see Attachment No. 1), or may be included in the fee and expense proposal during final negotiations upon mutual agreement of both parties.

### SECTION 3 - SUBMITTING PROPOSALS

- 3.1 Please submit an original and four (4) copies of the proposal, plus one complete electronic copy. The original proposal should be bound in a three-ring, loose-leaf binder. Proposals will be received until 3:00 PM, August XX, 2008. Proposals must be submitted in a sealed envelope or package. Deliver proposals by the specific date and time to:

Monica J. Cochran, Director of Procurement  
Fairmont State University  
Room 320 Hardway Hall  
1201 Locust Avenue  
Fairmont, WV 26554

- 3.2 Faxed or electronically transmitted proposals will not be accepted. All documents/information submitted in response to this solicitation will be considered public information, pursuant to the West Virginia Freedom of Information Act.
- 3.3 Communications with employees of Fairmont State University or with other representatives of the State concerning this request by you or on your behalf, except as is specified in Section 3, would not be appropriate during the submission and selection process.
- 3.4 Question concerning this RFP will be received in writing until 3:00 PM, XXXXX, XX, 2008, and must be directed to:

Monica J. Cochran, Director of Procurement  
Fairmont State University  
1201 Locust Avenue  
Fairmont, WV 26554  
Phone: (304) 367-4711  
Fax: (304) 367-4706  
Email: [mcochran@fairmontstate.edu](mailto:mcochran@fairmontstate.edu)

- 3.5 Questions will be answered in writing and by XXXXX, XX 2008.

#### SECTION 4 - PROPOSER QUALIFICATIONS

- 4.1 Proposals are being solicited from firms that are engaged in the business of providing services identified in the RFP. Proposals shall include, at a minimum, the information in Paragraph 3.2 and Sections 4 and 5. Failure to include this information may be grounds for rejection of the proposal.
- 4.2 The proposal shall present evidence that the firm or its officers have been engaged for at least the past three (3) years in providing services as listed in the RFP. Furthermore, all firms responding to this RFP should have experience of offering a similar service. References must be included stating the name, position and telephone number of a contact person.

#### SECTION 5 – THE SELECTION PROCESS

- 5.1 Acceptable proposals will be evaluated by a committee in accordance with the Higher Education Purchasing Regulations based on the criteria listed in this RFP.
- 5.2 The evaluation committee may elect to interview one or more firms. Interviews may be conducted in person or by telephone conference call. If interviews are held, final adjustments in the evaluation scoring will be made following the firm's presentation. The evaluation committee may request additional information prior to making a contract award. In the event that mutually acceptable terms cannot be reached within a reasonable period of time, the Chief Procurement Officer reserves the right to undertake negotiations with the next most advantageous proposer without undertaking a new procurement process.
- 5.3 Evaluations will be based on overall services to be provided, qualifications, including recent experience, and costs. Award will not necessarily be made to the firm submitting the lowest cost proposal. The proposal receiving the highest overall score will be declared the most advantageous firm.
- 5.4 After an award, all proposals will become a matter of public record and open for inspection. After the opening, proposals shall become the property of Fairmont State University and will not be returned. The successful firm will receive a purchase order issued by Fairmont State University.

#### SECTION 6 - PROPOSALS / EVALUATION CRITERIA

- 6.1 Proposals shall include the following information in the order specified. If the proposer fails to provide any of the following information, the evaluators may, at their option, ask the proposer to provide the missing information or they may evaluate the proposal without the missing information.
    1. Management summary. (25 points maximum)
      - A. The proposer shall prepare an organization staffing chart of those employees to be utilized in performing this contract.
      - B. Detailed resumes of key personnel that will be assigned to this engagement, including relevant technical qualifications, and those of principals are required.
    2. The proposed method of doing the work. (25 points maximum)
-

- A. Provide a detailed summary of your approach to complete the work
  - B. Provide a description of special resources, skills or services which the firm possesses, which are not addressed as part of this RFP, that would be available as part of an agreement with successful proposer. Please demonstrate any advantages that would be realized by the Board of Governors as result of these resources.
3. Experience and References (10 points maximum)
- A. Provide a description of your firms experience with similar engagements, specifically with presidential searches for universities within past five years.
  - B. Provide a minimum of three references of previous clients. Include college/university name, contact person, address and phone number.
4. Proposed project schedule. (15 points maximum)
5. Fee proposal. (25 points maximum)

#### SECTION 7- ADDITIONAL INFORMATION

- 7.1 Fairmont State University reserves the right to reject any and all proposals with or without cause, and to waive any irregularities in the responses received as a result of this request, when such irregularities are not in conflict with the West Virginia Code or the Higher Education Purchasing Regulations. In addition, Fairmont State University reserves the right to make such investigations as it deems necessary as to the qualification of any and all proposers, and to conduct pre-contract negotiations.
- 7.2 Discussions and interviews may be held with firms under final consideration prior to making a selection for award; however, proposals may be accepted without such discussions or interviews.
- 7.3 In the event that mutually acceptable terms cannot be reached within a reasonable period of time, Fairmont State University reserves the right to undertake negotiations with the next most advantageous firm without undertaking a new procurement process. The State's WV-96 form is attached to demonstrate the State law and guidelines that must be adhered to in any contracts presented to Fairmont State University for execution. A copy of additional terms and conditions that a firm wished to offer for consideration should be enclosed with the proposal. The successful firm must be a registered vendor with the Purchasing Division, WV Department of Administration, and have a valid vendor number. (See Exhibit F for vendor registration form.)
- 7.4 Payment of fees and expenses, not to exceed the maximum proposed, will be made upon satisfactory completion of the required services. Progress payments may be approved at the discretion of Fairmont State University's Chief Procurement Officer.
- 7.5 The following is a list of Exhibits that are attached and are applicable to this RFP:
- Exhibit A, Instructions to Bidders
  - Exhibit B, Terms and Conditions
  - Exhibit C, Agreement Addendum WV-96
  - Exhibit D, Prompt Pay Act of 1990 (WV Code §5A-3-54)
  - Exhibit E, No-Debt Affidavit
  - Exhibit F, Vendor Registration and Disclosure Statement

THIS DOES NOT NEED TO BE INCLUDED IN THE RFP.....

FAIRMONT STATE UNIVERSITY

PRESIDENT

*(Need to develop our job description...)*

The University System of West Virginia Board of Trustees invites written applications and nominations for the position of President of Marshall University. One of two public universities in West Virginia, Marshall has an enrollment of more than 16,000 and an annual budget in excess of \$225 million. The University is located in Huntington, center of a metropolitan area of about 300,000 located in the Southwestern area of the state and bordering on Kentucky and Ohio. It also has a major campus in the Charleston metropolitan area. The University is composed of nine colleges and schools, including a Community College component and an innovative School of Medicine. It has been authorized to develop and offer degrees at the doctoral level.

The Board of Trustees seeks an individual with vision, great energy, demonstrated leadership and administrative ability with a commitment to diversity. The successful candidate will possess qualities necessary to administer a complex and growing university and to work effectively with the Board, its staff, other leaders in the higher education system, state government leaders, the Legislature, the University's constituencies and community leaders throughout the state.

Understanding of, respect for, and demonstrated capacity for executive leadership in a major university environment are very important. However, the Board of Trustees will give consideration to persons with demonstrated leadership abilities at the CEO level, regardless of academic background or academic preparation. In the changing world of higher education vision, strong management skills and the ability to work with people of diverse backgrounds is a critically important for the leader of an institution.

Nominations and letters of application with a resume outlining educational preparation, career experience and professional, civic and humanitarian activities are strongly encouraged.

Screening of candidates will begin on or about August 1, 1999. The position will be filled as soon thereafter as practical.

The University Systems of West Virginia is an Affirmative Action, Equal Opportunity Employer.

## PROMPT PAYMENT ACT OF 1990 (W.VA.CODE §5A-3-54)

**INSTITUTION'S RESPONSIBILITY:** According to the Prompt Payment Act of 1990 (West Virginia Code §5A-3-54), any properly registered and qualified vendor who supplies services or commodities to an institution is entitled to prompt payment upon presentation to the institution of a legitimate uncontested invoice. The institution's accounts payable function shall establish institutional procedures to ensure that vendors are paid promptly.

An institution receiving a legitimate uncontested invoice shall process the invoice within ten working days from its receipt. This means that invoices shall be processed at the institution and forwarded to the State Auditor within ten days of receipt of the vendor's legitimate and uncontested invoice. An invoice shall be deemed to have been received on the date it is marked received by the institution, or three days after the date of the postmark made by the United States Postal Service as evidenced on the envelope in which the invoice was mailed, whichever is earlier. If the invoice is received prior to delivery and acceptance of the goods and services, the invoice shall be deemed to be received on the date the goods are delivered and accepted or the services are fully performed and accepted.

**VENDOR'S RESPONSIBILITY:** In order to receive timely payment, vendors have an obligation and responsibility to present invoices that are timely and accurate. An original of a vendor's invoice is needed for payment. The invoice must also contain identical information as shown on the purchase order or contract, such as:

- a. Vendor's name and address;
- b. Federal Employer's Identification Number (FEIN) or Social Security Account Number (SSAN) if an individual;
- c. Purchase order number;
- d. Invoice should be mailed to the proper address at the institution;
- e. Item description and number;
- f. Quantity, unit of measure and/or unit price, and extension of each item;
- g. Invoice total;
- h. Dates of order and shipment;
- i. Back orders, if any;
- j. Cancellations, if any;
- k. Credit memo, if the credit is not part of the invoice; and
- l. Invoices for services rendered must include the dates of service and be prepared according to the payment terms in the contract or purchase order.

**INTEREST ON LATE PAYMENT:** The Prompt Payment Act of 1990 (West Virginia Code §5A-3-54) entitles a vendor to interest on legitimate and uncontested invoices that have not been paid from the 61st day after the invoice was received until the date when the check was mailed to the vendor. The Act considers an invoice uncontested when it accurately covers the goods and services received. If the invoice is received prior to delivery and acceptance of the goods and services, the invoice shall be deemed to be received on the date the goods are delivered and accepted or the services are fully performed and accepted. In order to receive payment for interest, if entitled, a vendor must make a request in writing to the State Auditor and provide proof that the vendor received a check for payment of the invoice after the 60 day time limit. If the vendor is entitled to interest, the State Auditor's Office will calculate the interest and pay any amounts due.



## TERMS AND CONDITIONS

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 the 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 purposes of these Terms and Conditions, the "buyer" means the institutional 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 WV 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 with state law.
10. **MODIFICATIONS:** This writing is the parties final express 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 terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
12. **ORDER NUMBERS:** Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgements, shipping labels, packing slips, invoices and correspondence.
13. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payments may only be made after the delivery of goods and 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 rejection of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, whether held by the Buyer or 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 a 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 and services shall be shipped on or before the date specified on 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 this contract 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 description furnished or specified by the Buyer; (b) be merchandise 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.

Any supplier furnishing items on this purchase order covered by a Material Safety Data Sheet must provide the MSDS citing the purchase order number.

*It is the policy of Fairmont State University to administer all college actions and procedures without regard to race, color, age, religion, sex, national origin, disability, veterans status or sexual orientation as identified and defined by law.*

*The university neither affiliates knowingly with nor grants recognition to any individual, group, or organization, including vendors that discriminate on the basis of any of the above.*

*FSU complies with the requirements of the nondiscrimination clauses set out by the Code of Federal Regulations Title 41, Parts 60-1.4(a)(7) (equal opportunity clause), 60-250.4(m) (affirmative action for veterans), and 60-741.4(f) (affirmative action for persons with disabilities).*

## **INSTRUCTIONS TO BIDDERS**

(Purchases greater than \$25,000)

1. **BIDDER'S REPRESENTATIONS:** The bidder, by making a bid, represents that: (a) the bidder has read and understands the bidding documents, terms and conditions, and the bid is made in accordance therewith; and (b) the bid is based upon the materials, equipment, systems, printing and/or services specified.
2. **QUALITY STANDARDS:** Brand names, when identified, include the standard of quality, performance or use desired. Unless otherwise noted, bids by bidders on equivalents may be considered, provided the bidder furnishes descriptive literature and other proof required by the Institution. Samples, when required, must be furnished free of charge, including freight. In the event the Institution elects to contract for a brand purported to be an equivalent by the bidder, the acceptance of the item will be conditioned on the Institution's inspection and testing after receipt. If, in the sole judgment of the Institution, the item is determined not to be equivalent, the item will be returned at the Seller's expense and the contract terminated.
3. **SUBMISSION OF BIDS:** The bid, the bid security, if any, and other documents required to be submitted with the bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the bids and shall be identified as a "Sealed Bid," and shall include the bid number, the bid opening time, and the bid opening date. Bids shall be delivered and deposited at the designated location prior to the time and date for receipt of bids. Bids received after the time and date for the bid opening will be returned unopened. The bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids. Oral, telephonic, facsimile or telegraphic bids are invalid and will not receive consideration.
4. **MODIFICATION OR WITHDRAWAL OF BIDS:** Prior to the time and date designated for receipt of bids, a bid submitted may be modified or withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the bidder and shall be received prior to the designated time and date for receipt of bids. A modification shall be worded so as not to reveal the amount of the original bid. A withdrawal may be made by facsimile or electronic transmission. A modification may also be made by facsimile or electronic transmission if the final bid result is not revealed prior to the bid opening.
5. **OPENING OF BIDS:** Bids shall be publicly opened and read aloud at the designated location for receipt of bids shortly after the time and date bids are due.
6. **REJECTION OF BIDS:** The Institution shall have the right to reject any and all bids, in whole or part; to reject a bid not accompanied by a required bid security or other data required by the bidding documents; or reject a bid which is in any way incomplete or irregular.
7. **ACCEPTANCE OF BID (AWARD):** It is the intent of the Institution to award a contract to the lowest responsible and responsive bidder provided the bid does not exceed the funds available. The Institution shall have the right to waive informalities or irregularities in a bid received and to accept the bid, which in the Institution's judgment, is in the Institution's own best interests. All bids are governed by the West Virginia Code and the Procedural Rules of the Commission.
8. **VENDOR REGISTRATION:** Prior to any award for purchases exceeding \$15,000, the apparent successful bidder must be properly registered with the W. Va. Department of Administration, Purchasing Division, and have paid the required vendor registration fee.
9. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
10. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payment may only be made after the delivery and acceptance of goods or services. Interest may be paid for late payment in accordance with the West Virginia Code.
11. **RESIDENT VENDOR PREFERENCE:** A resident vendor preference will be granted upon written request in accordance with the West Virginia Code.
12. **TAX EXEMPTION:** The State of West Virginia, the Commission, Governing Board and its institutions are exempt from federal and state taxes and will not pay or reimburse such taxes.

**AGREEMENT ADDENDUM**

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

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court 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 arrears.
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. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, 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 to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes 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. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
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 reimburse 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. **CONFIDENTIALITY**: -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **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:**  
**STATE OF WEST VIRGINIA**

**VENDOR**

Spending Unit: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# A F F I D A V I T

## **West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

## **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.

“Debtor” means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

“Political subdivision” means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

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

## **EXCEPTION:**

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

## **LICENSING:**

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

## **CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency’s policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor’s Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF WEST VIRGINIA  
PURCHASING DIVISION

**VENDOR REGISTRATION AND DISCLOSURE STATEMENT**

Dear Vendor:

Before a vendor is eligible to sell goods and/or services to the State of West Virginia, the *West Virginia Code* (§5A-3-12) requires all vendors to have on file with the West Virginia Purchasing Division a completed Vendor Registration and Disclosure Statement.

All vendors wishing to participate in the competitive bid process and receive purchase orders from the State of West Virginia exceeding one thousand dollars (\$1,000) are required to complete the Vendor Registration and Disclosure Statement (WV-1 form) and pay a **\$125.00** annual fee. Payment of the annual fee includes access to the *West Virginia Purchasing Bulletin*, which is updated online weekly, advertising purchases expected to exceed twenty-five thousand dollars (\$25,000).

Please complete this form in its **ENTIRETY** and return it with a check or money order made payable to the **STATE OF WEST VIRGINIA** in the amount of **\$125.00**. Incomplete forms will not be processed and will be returned to the vendor. Please send completed form and payment to:

**Purchasing Division  
Vendor Registration  
2019 Washington Street East  
P.O. Box 50130  
Charleston, WV 25305-0130**

Pages 1 and 2 which consist of information related to vendor organizational structure must be completed. Whenever a change occurs in the information submitted as required, such change shall be reported immediately in the same manner as required in the original disclosure affidavit (**WV Code §5A-3-12**). If you have any questions concerning the Vendor Registration and Disclosure Statement, please call the Purchasing Division at (304) 558-2311.

**PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION**  
*To Be Completed by the Vendor and Return to the West Virginia Purchasing Division*

1. Legal Name of Company/Individual \_\_\_\_\_  
Bidding Address \_\_\_\_\_  
\_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Number \_\_\_\_\_ FAX Number \_\_\_\_\_

2. Vendor Classified As:

\_\_\_\_ Individual                      \_\_\_\_\_ Governmental Entity  
\_\_\_\_ Sole Proprietorship        \_\_\_\_\_ Non-Profit Organization  
\_\_\_\_ Partnership                    \_\_\_\_\_ Other (Explain) \_\_\_\_\_  
\_\_\_\_ Estate/Trust                    \_\_\_\_\_  
\_\_\_\_ Corporation                    \_\_\_\_\_  
\_\_\_\_ Public Service Corp        \_\_\_\_\_

3. If you have a Federal Employer's Identification Number enter it. All partnerships, corporations, sole owners, or companies with employees must have an FEIN.

\_\_\_\_\_

For individuals with no FEIN, enter Social Security Number.

\_\_\_\_\_

4. By providing the following information, I represent that this enterprise is a small business as defined by the **Code of Federal Regulations**, Title 13, Part 121, as appended - which contains detailed industry definitions and related procedures - and/or the characteristics of the enterprise's control, operation and/or ownership are accurately reflected in the information provided. *Check all that apply.*

\_\_\_\_ Disabled Small Business Ownership [1]                      \_\_\_\_\_ Veteran Small Business Ownership [4]  
\_\_\_\_ Minority Small Business Ownership [2]                      \_\_\_\_\_ Woman Small Business Ownership [5]  
\_\_\_\_ Small Business Ownership [3]                                      \_\_\_\_\_

*The information gathered in question 7 is for data collection efforts only.*

# VENDOR REGISTRATION AND DISCLOSURE STATEMENT

**PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION**

5. Are you registering as a new vendor with the Purchasing Division? \_\_\_\_\_ **No** \_\_\_\_\_ **Yes**
- 
6. Are you updating the information previously submitted? \_\_\_\_\_ **No** \_\_\_\_\_ **Yes**
- 
7. Are you completing this form to register a branch/division/subsidiary?  
*If yes, please list the parent company's name, address, and FEIN.* \_\_\_\_\_ **No** \_\_\_\_\_ **Yes**

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**FEIN:** \_\_\_\_\_

8. Has the vendor done business under another name? If so, list the name and address under which the business was conducted.

**Name**

**Address (St. & No.), City & State**

9. List the name, title and residence location of all officers. Attach an additional sheet if space is needed.

**Name**

**Position**

**Residence Address (St. & No.), City & State**

Name	Position	Residence Address (St. & No.), City & State
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. List the name and telephone number of one or more banking institutions to serve as reference for the vendor.

11. What is the latest Dun & Bradstreet rating on the vendor *(if there is any such rating)*?

12. Is the vendor acting as an agent for some other individual, firm or corporation? If yes, attach statement of the principal authorizing such representation.

\_\_\_\_\_ **No** \_\_\_\_\_ **Yes**

13. List the three digit commodity code number(s) from the list on pages 3 and 4 which best describe the product(s)/service(s) furnished by your company. *(Attach additional page, if necessary)*

As authorized agent of the vendor named herein, I do solemnly swear that the above information is true and complete.

\_\_\_\_\_  
*Vendor Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

**PURCHASING DIVISION USE ONLY**

Vendor ID: \_\_\_\_\_

Check No.: \_\_\_\_\_

Memo No.: \_\_\_\_\_

Date: \_\_\_\_\_

Entered by: \_\_\_\_\_

# Commodity Code Listing

CLASS	DESCRIPTION	CLASS	DESCRIPTION
005	ABRASIVES	233	CRAFTS, SPECIALIZED
010	ACOUSTICAL TILE, INSULATING MATERIALS, & SUPPLIES	240	CUTLERY, DISHES, FLATWARE, GLASSWARE, TRAYS, SUPPLIES
015	ADDRESSING, COPYING, MIMEOGRAPH MACHINES	245	DAIRY EQUIPMENT & SUPPLIES
020	AGRICULTURAL EQUIPMENT	250	DATA PROCESSING CARDS & PAPER
022	AGRICULTURAL, PARTS	920	DATA PROCESSING SERVICES & SOFTWARE
025	AIR COMPRESSORS & ACCESSORIES	255	DECALS & STAMPS
031	AIR CONDITIONING, HEATING, & VENTILATING EQUIPMENT	260	DENTAL EQUIPMENT & SUPPLIES
035	AIRCRAFT & AIRPORT, EQUIPMENT, PARTS & SUPPLIES	265	DRAPERIES, CURTAINS, UPHOLST. MATERIALS (& AUTO)
905	AIRCRAFT OPERATIONS SERVICES	271	DRUGS, PHARMACEUTICAL, & SETS
040	ANIMALS	924	EDUCATIONAL SERVICES
045	APPLIANCES & EQUIPMENT, HOUSEHOLD TYPE	280	ELECTRICAL CABLES & WIRES (NOT ELECTRONIC)
906	ARCHITECT-ENGINEER & PROF. DESIGN SERVICES	285	ELECTRICAL EQUIP. & SUPPLIES (EXCEPT CABLE & WIRE)
050	ART EQUIPMENT	287	ELECTRONIC COMPONENTS, REPLACE. PARTS, & ACCESS.
052	ART OBJECTS	295	ELEVATORS, BUILDING TYPE
715	AUDIOVISUAL MATERIALS (PREPARED)	300	EMBOSSING & ENGRAVING
055	AUTOMOTIVE ACCESSORIES	290	ENERGY COLLECTING EQUIPMENT: SOLAR & WIND
065	AUTOMOTIVE BODIES, PARTS	305	ENGINEERING EQUIP., SURVEYING EQUIP., DRAWING
060	AUTOMOTIVE PARTS	310	ENVELOPES, PLAIN OR PRINTED
075	AUTOMOTIVE SHOP EQUIPMENT	315	EPOXY BASED FORMULATIONS FOR ADHESIVES, COATINGS
070	AUTOMOTIVE VEHICLES & TRANSPORTATION EQUIPMENT	929	EQUIPMENT MAINTENANCE, ETC., AG, AUTO, INDUSTRIAL
080	BADGES, EMBLEMS, NAME TAGS & PLATES, JEWELRY, ETC.	931	EQUIPMENT MAINTENANCE, ETC., APPLIANCE, FURNITURE
085	BAGS, BAGGING, TIES, & EROSION CONTROL EQUIPMENT	934	EQUIPMENT MAINTENANCE, ETC., GENERAL
090	BAKERY EQUIPMENT	938	EQUIP. MAINTENANCE, ETC., LAUNDRY, LAWN, PLUMBING
375	BAKERY PRODUCTS	936	EQUIPMENT MAINTENANCE, ETC., MEDICAL
095	BARBER & BEAUTY SHOP EQUIPMENT & SUPPLIES	939	EQUIPMENT MAINTENANCE, ETC., OFFICE, PHOTO, TV
100	BARRELS, DRUMS, KEGS, & CONTAINERS	318	FARE COLLECTION EQUIPMENT & SUPPLIES
105	BEARINGS (WHEEL BEARINGS & SEALS - SEE CLASS 060)	320	FASTENING EQUIPMENT
110	BELTS & BELTING: CONVEYOR, ELEVATOR, POWER TRANS.	325	FEED, BEDDING, VITAMINS & SUPPLEMENTS FOR ANIMALS
115	BIOCHEMICALS, RESEARCH	330	FENCING
270	BIOLOGICALS FOR HUMAN USAGE	335	FERTILIZERS & SOIL CONDITIONERS
120	BOATS, MOTORS, & MARINE & WILDLIFE SUPPLIES	946	FINANCIAL SERVICES
125	BOOKBINDING SUPPLIES	340	FIRE PROTECTION EQUIPMENT & SUPPLIES
908	BOOKBINDING, REBINDING, & REPAIRING	345	FIRST AID & SAFETY EQUIP. (NOT NUCLEAR OR WELDING)
135	BRICKS & OTHER CLAY PRODUCTS, REFRACTORY MATERIALS	350	FLAGS, FLAG POLES, BANNERS, & ACCESSORIES
140	BROOM, BRUSH, & MOP MFC MACHINERY & SUPPLIES	360	FLOOR COVERING, INSTALLATION, REMOVAL & SUPPLIES
145	BRUSHES (NOT OTHERWISE CLASSIFIED)	365	FLOOR MAINTENANCE MACHINES
150	BUILDER'S SUPPLIES	370	FOOD PROCESSING & CANNING EQUIPMENT & SUPPLIES
910	BUILDING MAINTENANCE & REPAIR SERVICES	380	FOODS: DAIRY PRODUCTS
155	BUILDINGS & STRUCTURES: FABRICATED & PREFABRICATED	385	FOODS: FREEZE-DRIED, FROZEN, READY-TO-EAT
160	BUTCHER SHOP & MEAT PROCESSING EQUIPMENT	390	FOODS: PERISHABLES
165	CAFETERIA & KITCHEN EQUIPMENT, COMMERCIAL	393	FOODS: STAPLES
175	CHEMICAL LABORATORY EQUIPMENT & SUPPLIES	395	FORMS, CONTINUOUS: COMP. PAPER, LABELS & FOLDERS
180	CHEMICAL RAW MATERIALS	400	FOUNDRY CASTINGS, EQUIPMENTS, AND SUPPLIES
190	CHEMICALS & SOLVENTS, COMMERCIAL (IN BULK)	405	FUEL, OIL, GREASE & LUBRICANTS
192	CLEANING COMPOSITIONS, DETERGENTS (PREPACKAGED)	415	FURNITURE, LABORATORY
193	CLINICAL LABORATORY REAGENTS & TESTS	425	FURNITURE, OFFICE
195	CLOCKS, TIMERS, WATCHES, & EQUIPMENT	420	FURNITURE: CAFE., CHAPEL, DORM., HOUSE, SCHOOL
200	CLOTHING, APPAREL, UNIFORMS, & ACCESSORIES	410	FURNITURE: HEALTH CARE & HOSPITAL FACILITY
915	COMMUNICATIONS & MEDIA SERVICES	430	GASES, CONTAINERS, EQUIPMENT: LAB., MED., WELDING
205	COMPUTER SYSTEMS: HARDWARE, SOFTWARE, & SUPPLIES	435	GERMICIDES, HEALTH CARE
210	CONCRETE & METAL CULVERTS, PILINGS, PIPE, SUPPLIES	440	GLASS & GLAZING SUPPLIES
220	CONTROLLING, INDICATING, MEASURING, SUPPLIES	450	HARDWARE & RELATED ITEMS
225	COOLERS, DRINKING WATER (WATER FOUNTAINS)	948	HEALTH RELATED SERVICES (HUMAN SER. SEE CLASS 952)
232	CRAFTS, GENERAL	745	HIGHWAY BUILDING MATERIALS, ASPHALT

# Commodity Code Listing

CLASS	DESCRIPTION	CLASS	DESCRIPTION
475	HOSPITAL, SURGICAL & MEDICAL ACCESSORIES	966	PRINTING, PUBLISHING, SILK SCREENING, TYPESETTING
952	HUMAN SERVICES	961	PROFESSIONAL SERVICES
545	INDUSTRIAL MACHINERY & HARDWARE	710	PROSTHETIC DEVICES: HEARING AIDS, AUDITORY, ETC.
485	JANITORIAL SUPPLIES, GENERAL LINE	968	PUBLIC WORKS, CONSTRUCTION SERVICES
495	LABORATORY & FIELD EQUIPMENT: BIO., BOT., ETC.	720	PUMPING EQUIPMENT & ACCESSORIES
493	LABORATORY EQUIPMENT: BIOCHEM., CHEM., ENV. SCI.	730	RADIO COMM. & TELECOMMUNICATION TESTING, EQUIP.
490	LABORATORY EQUIPMENT: NUCLEAR, OPTICAL, PHYSICAL	725	RADIO COMMUNICATION, TELEPHONE, & TELECOMM.
505	LAUNDRY & DRY CLEANING COMPOUNDS AND SUPPLIES	735	RAGS, SHOP TOWELS, & WIPING CLOTHS
500	LAUNDRY & DRY CLEANING EQUIPMENT	971	REAL PROPERTY RENTAL OR LEASE
954	LAUNDRY & DRY CLEANING SERVICES	740	REFRIGERATION EQUIPMENT & ACCESSORIES
510	LAUNDRY TEXTILES & SUPPLIES	975	RENTAL, LEASE OF EQUIP. - AG., AIR., AUTO.
515	LAWN MAINTENANCE EQUIPMENT, ACCESSORIES (NON-AG)	977	RENTAL, LEASE OF EQUIP. - APPLIANCES, FILM, FURN.
520	LEATHER & RELATED EQUIPMENT, PRODUCTS, ACCESS.	985	RENTAL, LEASE OF EQUIP. - OFFICE, PHOTO, PRINT, TV
525	LIBRARY & ARCHIVAL EQUIPMENT, & SUPPLIES	979	RENTAL, LEASE OF EQUIP. - ENG. LAB., REFRIG.
956	LIBRARY SERVICES	981	RENTAL, LEASE OF EQUIP. - GENERAL EQUIPMENT
530	LUGGAGE, BRIEF CASES, PURSES & RELATED ITEMS	983	RENTAL, LEASE OF EQUIP. - JANITORIAL, LAUNDRY
540	LUMBER & RELATED PRODUCTS	765	ROAD & HIGHWAY EQUIP. (EXCEPT ASPHALT, CONCRETE)
550	MARKERS, PLAQUES, SIGNS, & TRAFFIC CONTROL DEVICES	755	ROAD & HIGHWAY EQUIP., ASPHALT AND CONCRETE
555	MARKING & STENCILING DEVICES	760	ROAD & HIGHWAY EQUIPMENT, EARTH HANDLING
557	MASS TRANSIT, BUS ACCESSORIES	988	ROADSIDE, GROUNDS, & PARK AREA SERVICES
556	MASS TRANSIT, BUSES	770	ROOFING (EXCEPT WOOD - SEE CLASS 540)
559	MASS TRANSIT, RAIL VEHICLE ACCESSORIES & PARTS	775	SALT (SODIUM CHLORIDE) (SEE CLASS 393 FOR TABLE SALT)
558	MASS TRANSIT, RAIL VEHICLES	780	SCALES & WEIGHING APPARATUS (175-08 LAB. BALANCE)
560	MATERIAL HANDLING EQUIPMENT	785	SCHOOL EQUIPMENT & SUPPLIES
565	MATTRESS MANUFACTURING MACHINERY & SUPPLIES	990	SECURITY, FIRE, SAFETY, & EMERGENCY SERVICES
570	METALS: BARS, PLATES, RODS, SHEETS, STRIPS, ETC.,	790	SEED, SOD, SOIL, & INOCULANTS
575	MICROFICHE & MICROFILM EQUIP., ACC., & SUPPLIES	795	SEWING ROOM & TEXTILE MACHINERY, & ACCESSORIES
578	MISCELLANEOUS PRODUCTS	800	SHOES & BOOTS
962	MISCELLANEOUS SERVICES	803	SOUND SYSTEMS, COMPONENTS, ACCESSORIES: I-COM, PA
580	MUSICAL INSTRUMENTS, ACCESSORIES, & SUPPLIES	805	SPORTING & ATHLETIC GOODS
590	NOTIONS, SEWING ACCESSORIES & SUPPLIES	810	SPRAYING EQUIP. (EXCEPT HOUSEHOLD, NURSERY, PAINT)
595	NURSERY STOCK, EQUIPMENT, & SUPPLIES	815	STEAM & HOT WATER FITTINGS, ACCESSORIES, & SUPPLIES
600	OFFICE MACHINES	820	STEAM BOILERS, STEAM HEATING, & POWER PLANT EQUIP.
605	OFFICE MECHANICAL AIDS & SMALL MACHINES	825	STOCKMENEQUIPMENT & SUPPLIES
615	OFFICE SUPPLIES, GENERAL	998	SURPLUS SALES
610	OFFICE SUPPLIES: CARBON PAPER & RIBBONS, ALL TYPES	830	TANKS: MOBILE, PORTABLE, STATIONARY
620	OFFICE SUPPLIES: ERASERS, INKS, LEADS, PENS, PENCILS	832	TAPE (NOT DP, MEASURING, OPTICAL, SEWING, SOUND)
625	OPTICAL EQUIPMENT, ACCESSORIES, & SUPPLIES	840	TELEVISION EQUIPMENT & ACCESSORIES
630	PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER, ETC.	845	TESTING APPARATUS & INSTRUMENTS (NOT ELECT.)
635	PAINTING EQUIPMENT & ACCESSORIES	850	TEXTILES, FIBERS, HOUSEHOLD LINENS, & PIECE GOODS
645	PAPER (FOR OFFICE & PRINT SHOP USE)	855	THEATRICAL EQUIPMENT & SUPPLIES
640	PAPER & PLASTIC PRODUCTS, DISPOSABLE	860	TICKETS, COUPON BOOKS, SALES BOOKS, SCRIPT BOOKS
650	PARK, PLAYGROUND, & SWIMMING POOL EQUIPMENT	893	TIRES & TUBES
964	PERSONNEL, TEMP. (EMPLOYMENT AGENCY SERVICES)	445	TOOLS, HAND (POWERED & NON-POWERED)
655	PHOTO. EQUIP. (NO GRAPH. ARTS, MICRO, X-RAY)	864	TRAIN CONTROLS, ELECTRONIC
660	PIPES, TOBACCOS, & SMOKING ACCESSORIES	865	TWINE
665	PLASTICS, RESINS, FIBERGLASS	870	VENETIAN BLINDS, AWNINGS, & SHADES
670	PLUMBING EQUIPMENT, FIXTURES, & SUPPLIES	875	VETERINARY EQUIPMENT & SUPPLIES
675	POISONS, AGRICULTURAL & INDUSTRIAL	880	VISUAL EDUCATION EQUIPMENT
680	POLICE EQUIPMENT & SUPPLIES	890	WATER SUPPLY & SEWAGE EQUIP. (NOT AC, LAB.)
685	POULTRY EQUIPMENT & SUPPLIES	885	WATER TREATING CHEMICALS
700	PRINTING PLANT EQUIPMENT & SUPPLIES (EXCEPT PAPERS)	895	WELDING EQUIPMENT & SUPPLIES
705	PRINTING PREPARATIONS: ETCHING, MATS, NEGS., PLATES	898	X-RAY & OTHER RADIOLOGICAL EQUIP. & SUPPLIES



**Fairmont State University Board of Governors**  
**August 14, 2008**

**ITEM:** Approval of Presidential Search Committee

**COMMITTEE:** Committee of the Whole

**RECOMMENDED RESOLUTION:** *Resolved*, That the Fairmont State University Board of Governors approve the proposed appointments to the Presidential Search Committee, with the understanding that additional appointments are to be made at a later date.

**STAFF MEMBER:** Sarah Hensley

**BACKGROUND:**

The Board of Governors will be issuing an RFP for a national search firm to assist with the presidential search. It is anticipated that this slate of proposed search committee members will be added to at a later date with approval of the BOG.

## **Fairmont State University Presidential Search Committee (24)**

### Board of Governor's Members (11):

Andy Kniceley  
Rocco Muriale  
Shirley Stanton  
Donna Trickett – Classified Staff  
Galen Hansen – Faculty  
Shawn Ragsdale – Student  
Bob Kittle  
Janet Crescenzi  
Jim Kettering  
Ron Tucker  
Mark Pallotta

### Academics (1):

Maria Rose - Provost

### Faculty Senate (3):

TBD  
TBD  
TBD

### Classified Staff (1):

TBD

### FSU Foundation (1):

Bud Ford

### FSU Alumni Association (1):

George Yost

### FSU Athletic Association (1):

Jarrold Furgason

### Community Representatives (5):

Tina Shaw – Chamber of Commerce  
John Elder – High Tech  
Albert Pilkington – Health Care  
Vern Swisher – Labor  
Joe Merendino - Corrections

# Notes

**Fairmont State University Board of Governors**  
**Meeting of August 14, 2008**  
**219 Hardway Hall**  
**2 p.m.**

**AGENDA**

**Call to Order**

1. Opening Comments
2. Last Call for Public Comment Sign-up
3. Approval of Minutes (July 23, 2008)

*Tab 1    Action Item*

**Operations Reports**

1. Faculty Senate Report (*Chuck Shields*)
2. Classified Staff Report (*Ann Lester*)
3. Student Government Report (*Kelley Bronson*)
4. Foundation Report (*Jean Ahwesh*)
5. Alumni Association Report (*Devanna Corley*)
6. Athletic Association Report (*Rusty Elliott*)

**Committee of the Whole**

1. FY 2008 Financial Report
2. Locust Avenue Project
3. Aladdin Contract
4. Housing Capacity Status and Plan
5. Salary Policy #25: Notice of Public Comment Period
6. Enrollment Projections – Fall 2008
7. Update on Enrollment Services Concerns
8. RFP Presidential Search
9. Approval of Presidential Search Committee
10. President's Report
11. Chairman's Report

*Tab 2    FYI*

*Tab 3    Action Item*

*Tab 4    FYI*

*Tab 5    FYI*

*Tab 6    Action Item*

**Old Business**

**New Business**

**Public Comment**

**Possible Executive Session**

\_\_\_\_\_ moved pursuant to 6-9A-4(b)2A of the WV Code that the Board shall go to into Executive Session to discuss personnel and personnel matters, which if discussed in public might adversely affect the reputation of any person.

**BOG Summit at Stonewall Resort - Friday, August 22 - Saturday, August 23<sup>rd</sup>**  
**Next meeting date is Thursday, September 11, 2008 in the Board Room – Falcon Center**