



State of West Virginia
Agency Master Agreement

Order Date:

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE DEPARTMENT CONTACT.

Order Number:	AMA 1400 4902 AGR2500000017 1	Procurement Folder:	1659640
Document Name:	Emergency purchase - EWP All Impacted Counties	Reason for Modification:	
Document Description:	Emergency purchase -EWP All Impacted Counties		
Procurement Type:	Agency Master Agreement		
Buyer Name:	Christopher J Martin		
Telephone:	(304) 558-2204		
Email:	cmartin@wvca.us		
Shipping Method:	Best Way	Effective Start Date:	2025-02-26
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-05-26

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	000000224713	Requestor Name:	Christopher J Martin
L D HANNA & SON INC		Requestor Phone:	(304) 558-2204
217 SKYLINE DR		Requestor Email:	cmartin@wvca.us
LEWISBURG	WV		
24901			
US			
Vendor Contact Phone:	999-999-9999	Extension:	
Discount Details:			
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

INVOICE TO	SHIP TO
FISCAL SERVICES MANAGER 304-558-2204	ADMINISTRATIVE SERVICES 304-558-2204
WEST VIRGINIA CONSERVATION AGENCY	WEST VIRGINIA CONSERVATION AGENCY
1900 KANAWHA BLVD E	WEST VIRGINIA CONSERVATION AGENCY
	255 GUS R DOUGLASS LN
CHARLESTON	CHARLESTON
WV 25305	WV 25305-0193
US	US

Total Order Amount: Open End

DEPARTMENT AUTHORIZED SIGNATURE

DATE:

ELECTRONIC SIGNATURE ON FILE

Extended Description:

Emergency Purchase for February 2025 WV Flood Response - EWP Focus on All Counties listed in Governor's Proclamation with Follow-on in McDowell County, WV.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	22101524			EA	\$112.00
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Hydraulic Excavator w/thumb, 89 hp min-Regular Hours

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	22101524			EA	\$112.00
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Hydraulic Excavator w/thumb, 89 hp min-Overtime Hours

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	25101601			EA	\$94.00
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: On-Highway Dump Truck #1, 250 hp min-Regular Hours

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	25101601			EA	\$94.00
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: On-Highway Dump Truck #1, 250 hp min-Overtime Hours

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	25101601			EA	\$94.00
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: On-Highway Dump Truck #2, 250 hp min-Regular Hours

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	25101601			EA	\$94.00
	Service From	Service To	Service Contract Amount		
			0.00		

Commodity Line Description: On-Highway Dump Truck #2, 250 hp min-Overtime Hours

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	80111613			EA	\$58.00
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: #1 Laborer with equipment-Regular Hours

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	80111613			EA	\$64.00
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: #1 Laborer with equipment-Overtime Hours

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	80111613			EA	\$58.00
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: #2 Laborer with equipment-Regular Hours

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	80111613			EA	\$64.00
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: #2 Laborer with equipment-Overtime Hours

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	25101901			EA	\$75.00
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Tractor with Lowboy or equipment trailer

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	25190000			EA	\$1,500.00
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Mobilization/Demobilization: Limit 10% of line items 1-11.

Extended Description:

WVDA Purchasing Checklist
Direct Award In-House Purchase Under \$50,000

Division: WV Conservation Agency
 Date: 3/14/2025 **Direct Awards must be publicly advertised for no less than 10 business days**

Initial or "N/A"	Action Item	
DIVISION		
<i>CM</i>	Agency In-House Purchase Order (formerly WV-88) summarizing procurement description, successful vendor, itemized and total cost, and complete fund and detail accounting sources, Located on X:\Public\Administrative Services\Documents\	
N/A	Justification letter describing market research to determine that suggested vendor is the only known source or describing how item or service is of unique or special nature; and the request is not an attempt to circumvent the normal bid process	
<i>CM</i>	Proof of Certificate of Liability Insurance from apparent successful vendor (must have Agriculture as Additional Insured and must have all insurance listed from Terms and Conditions)	
<i>CM</i>	Signed and dated written bid from sole source vendor, including a signed statement from the vendor regarding sole source status	
<i>CM</i>	Certification of Non-Conflict of Interest signed by all Division staff involved in bidding process, located at http://www.state.wv.us/admin/purchase/forms.html (Select form)	
<i>CM</i>	Agency Terms & Conditions with the appropriate sections completed located at http://www.state.wv.us/admin/purchase/forms.html (Select form)	
<i>CM</i>	Agency Terms & Conditions signed by the successful vendor (must be submitted at the time of bid submission. located at http://www.state.wv.us/admin/purchase/forms.html (Select form)	
<i>CM</i>	WV-96 Agreement Addendum signed by successful vendor, if vendor terms and conditions are provided with bid submission and include <u>privacy/security terms</u> , <u>late payment penalties</u> or <u>conflict with compliance with mandatory specifications</u> , located at http://www.state.wv.us/admin/purchase/forms.html	
N/A	WV-65A Agency Direct Award Request for Consideration summarizing the procurement and lack of competitive opportunities or vendors, located at http://www.state.wv.us/admin/purchase/forms.html (Select form)	
<i>CM</i>	Funding	1415-2025-4906-09900
<i>CM</i>	Object / Sub Object	3206-4171 Contractual Services/Natural Disaster
<i>CM</i>	Commodity Code	93131802-Natural Disaster Response Services
<i>JL</i> <small>JL</small>	Director or Assistant Director signs Agency Purchase Order and Certification of Non-Conflict of Interest to indicate approval and forwards to Administrative Services Division	
ADMINISTRATIVE SERVICES		
SS	Procurement Coordinator reviews Division items above to make sure all items are attached and completed properly; return to Division if necessary	
SS	Attach printed verification that successful vendor is in good standing (with all laws and requirements of the state, including wvOASIS vendor registration (Secretary of State, Insurance Commission, and Workers' Compensation) and sam.gov	
NA	Grants (to verify availability of funds being used)	
SS	Sign Certification of Non-Conflict of Interest after all documentation is reviewed and assembled	
<i>LH</i> <small>LH</small>	Administrative Services Director or Assistant Director signs Agency Purchase Order and Certification of Non-Conflict of Interest to indicate approval and forwards to Executive Division	
EXECUTIVE		
<i>NB</i> <small>NB</small>	Executive Division staff signs Agency In-House Purchase Order and WV-96 and Non-Conflict to indicate administrative approval of procurement and returns to Administrative Services Division to distribute to Division	

State of West Virginia
Purchasing Division

Page 1 of 1 Pages

AGENCY PURCHASE ORDER

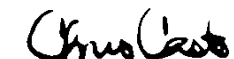
Date 3/18/25

Purchase Order #

Department or Institution WVCA				
WVFIMS Account #		Spending Unit Name & Address		
Name & Address of Vendor LD Hanna & Son Inc 217 Skyline Dr Lewisburg, WV 24901		WV Conservation Agency 1900 Kanawha Blvd., E. Charleston, WV 25305		
		Invoice in Quintuplicate to:		
TEAM Vendor # WVOasis# 000000224713		WVFIMS Vendor #		
Item Number	Quantity	Description	Unit Price	Amount
Emergency Purchase-EWP All Impacted Counties				
Type of Purchase				
1	160	Hydraulic Excavator w/thumb, 89 hp min-Regular Hours	\$112.00	\$17,920.00
2	40	Hydraulic Excavator w/thumb, 89 hp min-Overtime Hours	\$112.00	\$4,480.00
3	160	On-Highway Dump Truck #1, 250 hp min-Regular Hours	\$94.00	\$15,040.00
4	40	On-Highway Dump Truck #1, 250 hp min-Overtime Hours	\$94.00	\$3,760.00
5	160	On-Highway Dump Truck #2, 250 hp min-Regular Hours	\$94.00	\$15,040.00
6	40	On-Highway Dump Truck #2, 250 hp min-Overtime Hours	\$94.00	\$3,760.00
7	160	#1 Laborer with equipment-Regular Hours	\$58.00	\$9,280.00
8	40	#1 Laborer with Equipment-Overtime Hours	\$64.00	\$2,560.00
9	160	#2 Laborer with Equipment-Regular Hours	\$58.00	\$9,280.00
10	40	#2 Laborer with Equipment-Overtime Hours	\$64.00	\$2,560.00
11	100	Tractor w/lowboy or equipment trailer	\$75.00	\$7,500.00
12	1	Limit of 10% of the total of lines 1-11	\$1500.00	\$1,500.00
Note: Hours, Location (WV, Counties), and Equipment are estimates and subject to change and/or increase based on recovery needs. Re: WV Governor Emergency Proclamation and Emergency Proclamation Extension (attached).				
NOTE: This Purchase Order is Limited to \$25,000 in Any One 12 Month Period.				
VENDOR: This order is your authorization for shipment of the commodities listed herein pursuant to the terms bid.			TOTAL \$ \$92,680.00	

GENERAL TERMS AND CONDITIONS: The General Terms and Conditions for Agency Delegated Master Terms and Conditions located on the Purchasing Division's website at <http://www.state.wv.us/admin/purchase/TCA.pdf>, ("Terms and Conditions") are hereby made a part of this agreement and are specifically incorporated herein by reference. By signing this agreement, Vendor certifies that it has reviewed the Terms and Conditions, fully understands them, and agrees to be bound by their provisions.

Original - Vendor / Copy - Spending Unit



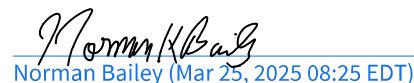
Mar 21, 2025

Fiscal Administrator

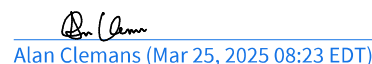


Mar 21, 2025

Division Director


Norman Bailey (Mar 25, 2025 08:25 EDT)

Executive


Alan Clemans (Mar 25, 2025 08:23 EDT)

Administrative Services Division



STATE OF WEST VIRGINIA
Purchasing Division

CERTIFICATION OF NON-CONFLICT OF INTEREST

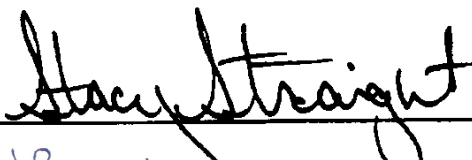

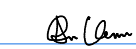
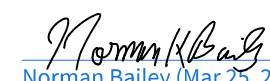
West Virginia Code § 5A-3-31: "It shall be unlawful for any person to corruptly combine, collude or conspire with one or more other persons with respect to the purchasing or supplying of commodities or printing to the state under the provisions of this article if the purpose or effect of such combination, collusion or conspiracy is either to (1) lessen competition among prospective vendors, or (2) cause the state to pay a higher price for such commodities or printing than would be or would have been paid in the absence of such combination, collusion or conspiracy, or (3) cause one prospective vendor or vendors to be preferred over one or more other prospective vendor or vendors. Any person who violates any provision of this section shall be guilty of a felony, and, upon conviction thereof, shall be confined in the penitentiary not less than one nor more than five years, and be fined not exceeding five thousand dollars."

West Virginia Code § 6B-2-5(b)(1): "A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person."

West Virginia Code § 6B-2-5(d)(1): "[N]o elected or appointed public official or public employee or member of his or her immediate family or business with which he or she is associated may be a party to or have an interest in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control"

The individual(s) listed below have been charged to evaluate or serve as members or advisors of an evaluation committee for the solicitation as specified [_____]

By signing this form, each individual acknowledges that: (1) his or her service on the evaluation committee is not in violation of West Virginia Code § 5A-3-31, § 6B-2-5, or any other relevant code section; (2) his or her service on the evaluation committee does not create a conflict of interest with any of the participating vendors; and (3) he or she has not had or will not have contact relating to the solicitation identified above with any participating vendors between the time of the bid opening and the award recommendation without prior approval of the Purchasing Division.

Name/Title	Agency	Signature	Date
Stacy Straight Procurement Coordinator	West Virginia Dept Of Agriculture		3-24-25
Laryssa Hoskins Asst Director/Comptroller	West Virginia Dept Of Agriculture		Mar 25, 2025
Alan Clemans Director	West Virginia Dept Of Agriculture	 Alan Clemans (Mar 25, 2025 08:23 EDT)	Mar 25, 2025
Norman Bailey Chef of Staff	West Virginia Dept Of Agriculture	 Norman Bailey (Mar 25, 2025 08:25 EDT)	Mar 25, 2025

Client#: 1245326

LDHAN

ACORD**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

4/03/2023

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

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

PRODUCER USI Ins Svcs C/L Charleston 1 Hillcrest Drive East Charleston, WV 25311 304 347-0611	CONTACT NAME: Stacy Fischer	
	PHONE (A/C, No, Ext): -	FAX (A/C, No):
E-MAIL ADDRESS: stacy.fischer@usi.com		
INSURED L D Hanna & Son Inc. 217 Skyline Drive Lewisburg, WV 24901	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Motorists Mutual Insurance Company	
	INSURER B: BrickStreet Mutual Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		5000200484	04/09/2023	04/09/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X		5000200484	04/09/2023	04/09/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$0	X		5000472154	04/09/2023	04/09/2024	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCN6005247	03/29/2023	03/29/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Leased/Rented			5000200484	04/09/2023	04/09/2024	\$400,000

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

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance

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

AUTHORIZED REPRESENTATIVE

James P. Crouse

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ACORD 25 (2016/03) 1 of 1
 #S39643061/M39589455

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SXFFG

**WEST VIRGINIA CONSERVATION AGENCY
(WVCA)**

NOTICE TO PROSPECTIVE CONTRACTOR BIDDER

For Project:

February 2025 Emergency Watershed Protection & Flood Recovery

EWP SOLICITATION SUPPLEMENTAL

For

**Focus on Boone, Cabell, Greenbrier, Kanawha, Lincoln,
Logan, Mercer, Mingo, Raleigh, Summers, Wayne, and
Wyoming Counties.**

With Follow-on work in McDowell County

BIDS MUST BE SUBMITTED (EMAILED AND RECEIVED) BY 10:00 AM, WEDNESDAY, FEBRUARY 26, 2025

Do Not Bid This Contract If you cannot Start Work on Thursday, February 27th

Solicitation Title:

February 2025 EWP Focus on 12 Counties with Follow-on McDowell County

BID PACKET DOCUMENTS

These items must be included in your submitted Bid Packet

- 1. No Debt Affidavit**
 - 2. Debarment, Suspension, & Other Responsible Matters Affidavit**
 - 3. Company/Business Data Sheet**
 - 4. Bid Schedule Sheets**
-

NO DEBT AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded under this article to any Contractor or prospective Contractor when the Contractor or prospective Contractor or a related party to the Contractor or prospective Contractor is a debtor as defined in this section and the debt owed is an amount greater than five thousand dollars in the aggregate.

Definitions:

"Debt" means any assessment, penalty, fine, tax, or other amounts of money owed to the state because of a judgment, fine, permit violation, license assessment, penalty, or other assessment presently 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 of business association owing a debt to the state or any of its political subdivisions; "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 Contractor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the Contractor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from the performance of a Contractor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

Exception:

The prohibition does not apply where a Contractor has contested any tax administered according to chapter eleven of the West Virginia Code, worker's compensation premium, permit fee or environmental fee, or assessment, and the matter has not become final, or where the Contractor has entered into a payment plan or agreement and the Contractor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the bidder and all related parties do not owe any debts or, if a debt is owed, that the provisions of the exception clause (above) apply.

LD HANNA + Son EXCAVATING CONTRACTORS
Contractor's Name

Payton Hanna
Authorized Signature

2-26-25
Date

DEBARMENT, SUSPENSION, & OTHER RESPONSIBLE MATTERS AFFIDAVIT

The prospective bidder/contractor certifies to the best of their knowledge and belief that they:

- a) Are presently not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by and Federal, State, Local government, department, or agency.
- b) Have not within three years preceding this proposal been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
- c) Are presently not indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with the commission of any of the enumerated in paragraph (1) (b) of this affidavit; and
- d) Not within three years preceding this proposal have one or more public transactions (Federal, State, or Local) terminated or caused or default.

I understand that a false statement on this affidavit may be grounds for rejection of this proposal or termination of the award. Also, the bidder/contractor is subject to a penalty of law for false swearing (West Virginia Code §61-5-3).

LDHANNA + Son EXCAVATING CONTRACTORS
Contractor's Name

Rayton Hanna
Authorized Signature

2-26-25
Date

COMPANY/BUSINESS DATASHEET

a. Name of Company/Business Bidding on project (type or print)

L.D HANNA & Son EXCAVATING CONTRACTORS

b. Name of owner of Company/Business (type or print)

LAYTON HANNA

c. Full Name of All Partners (type or print) (attach additional page if necessary)

LAYTON HANNA
CHAD HANNA

d. Business Address (type or print)

217 Skyline Dr LEWISBURG WV 24901

e. Federal ID Number (FEIN) 75-3265481

f. Unemployment Account Number 68274-8

By (Signature of a legal representative in ink) *Legal proof may be required*

Layton Hanna
(Signature)

LAYTON HANNA
(Print)

e. Title (type or print)

PRESIDENT

f. Date

2-26-25

Item	Description	Spec	Equipment Spec. (i.e. make, model) *	Quantity	Unit	Unit Price	Total
1.	Hydraulic Excavator with thumb, minimum of 89 H.P. Regular	PSO Section B4	120 JD Excavator / w thumb	160	HR	\$ 112.00	\$ 17,920.00
2.	Hydraulic Excavator with thumb, minimum of 89 H.P. Over Time	PSO Section B4	120 JD Excavator / w thumb	40	HR	\$ 112.00	\$ 4,480.00
3.	On-Highway Dump Truck #1, minimum of 250 H.P. & 10 cy bed - Regular	PSO Section B4	2015 Mack GU713 21 CY Bed	160	HR	\$ 94.00	\$ 15,040.00
4.	On-Highway Dump Truck #1, minimum of 250 H.P. & 10 cy bed - Over Time	PSO Section B4	2015 Mack GU713 21 CY Bed	40	HR	\$ 94.00	\$ 3,760.00
5.	On-Highway Dump Truck #2, minimum of 250 H.P. & 10 cy bed - Regular	PSO Section B4	2019 Mack GU713 19 CY Bed	160	HR	\$ 94.00	\$ 15,040.00
6.	On-Highway Dump Truck #2, minimum of 250 H.P. & 10 cy bed - Over Time	PSO Section B4	2019 Mack GU713 19 CY Bed	40	HR	\$ 94.00	\$ 3,760.00
7.	#1 Laborer with Chain Saw, Hand Tools, & Flagging Equipment - Regular	PSO Section B4	XXXXXXXXXXXXXXXXXXXXXXX	160	HR	\$ 58.00	\$ 9,280.00
8.	#1 Laborer with Chain Saw, Hand Tools, & Flagging Equipment - Over Time	PSO Section B4	XXXXXXXXXXXXXXXXXXXXXXX	40	HR	\$ 64.00	\$ 2,560.00
9.	#2 Laborer with Chain Saw, Hand Tools, & Flagging Equipment - Regular	PSO Section B4	XXXXXXXXXXXXXXXXXXXXXXX	160	HR	\$ 58.00	\$ 9,280.00
10.	#2 Laborer with Chain Saw, Hand Tools, & Flagging Equipment - Over Time	PSO Section B4	XXXXXXXXXXXXXXXXXXXXXXX	40	HR	\$ 64.00	\$ 2,560.00
11.	Tractor with Lowboy * *Can substitute Tag-along Equipment Trailer	PSO Section B4	2019 Mack GU713	100	HR	\$ 75.00	\$ 7,500.00
	Mobilization/Demobilization	XXXX	XXXXXXXXXXXXXXXXXXXXXXX	XXXX	XX	XXXX	XXXXXXXXXXXXX
12.	Limited to 10% of the Total of Line Items 1 through 11	PSO Section A8	XXXXXXXXXXXXXXXXXXXXXXX	1	LS	XXXX	\$ 1,500.00
ADD LINE ITEMS TOGETHER AND PLACE THE BASE BID TOTAL BELOW							

In Solicitation under Project Site Operations – PSO

* List the equipment specifications that you plan to use on this contract (i.e. make, model)

Seed and mulch are required and will be paid at the rate of labor plus the cost of materials. Provide receipts for each purchase made for seed and Mulch. We will need documentation showing how many bags/bales or tons/pounds were purchased.

(See Specifications in Section B, 4a & 4b on the last page of Solicitation)

The sum of the "Line-Item Bid" shall be considered the prevailing bid. If the "Line-Item Bids" added together do not match the "Total Price Bid", the total of the "Line-Item Bids" will be the new bid.

The information shown on the above bid schedule constitutes the best and final offer for this work for the following amount:

Total Base Bid Amount: \$ 92,680.00 (Item Nos. 1 through 12, inclusive)

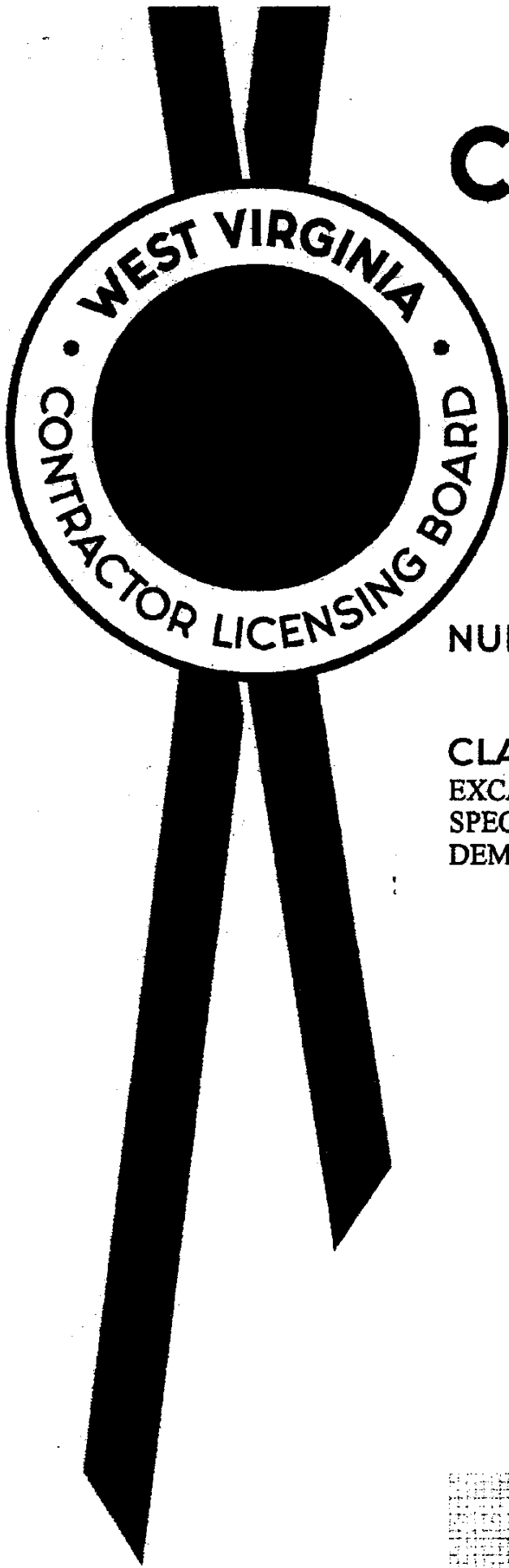
Payment will be made only for hours of actual operation. Actual operation means that time spent in work as well as the time necessary for moving equipment between work sites when requested by the Project Coordinator. Actual operation does not include the time spent in transporting the equipment to the initial work site (mobilization); or removing the equipment when all work has been completed.

L.D. Hanna & Son Excavating Contractors
Company

Layton D. Hanna
Print Name (Print Name of legal representative)

2-26-25
Date

Layton Hanna
Signature (Signature of the legal representative in ink)



CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV043632

CLASSIFICATION:
EXCAVATION
SPECIALTY
DEMOLITION

L D HANNA & SON INC
DBA L D HANNA & SON EXCAVATING
217 SKYLINE DRIVE
LEWISBURG, WV 24901

DATE ISSUED

EXPIRATION DATE

FEBRUARY 14, 2025

FEBRUARY 14, 2026

Chad Hanna

Authorized Signature

[Signature]

Chair, West Virginia Contractor
Licensing Board



WEST VIRGINIA
CONTRACTOR
LICENSING BOARD

A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

**WEST VIRGINIA
STATE TAX DEPARTMENT
BUSINESS REGISTRATION
CERTIFICATE**

ISSUED TO:
L D HANNA & SON INC
DBA L D HANNA & SON EXCAVATING CONTRACTORS
217 SKYLINE DR
LEWISBURG, WV 24901-2670

BUSINESS REGISTRATION ACCOUNT NUMBER: 2187-9625

This certificate is issued on: 02/06/2007

*This certificate is issued by
the West Virginia State Tax Commissioner
in accordance with Chapter 11, Article 12, of the West Virginia Code*

*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferable and must be displayed at the location for which issued
This certificate shall be permanent until cessation of the business for which the certificate of registration
was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new
certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of
this certificate displayed at every job site within West Virginia.

**GENERAL TERMS AND CONDITIONS:
(Agency Delegated Procurements Only)**

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

Initial Contract Term: This Contract becomes effective on _____ and the initial contract term extends until _____.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the State Agency (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☒ **Other:** See attached.

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance

mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of:
\$1,000,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐

☐

☐

☐

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

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

14. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

15. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

18. CANCELLATION: The State reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

20A. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

21. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

30. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

33. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

34. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

35. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

36. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

37. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

38. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

40. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

41. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the

item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

42. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

43. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Layton Hanna, President
(Printed Name and Title)
217 Skyline DR. Lewisburg, WV 24901
(Address)
304-956-0565 or 304-520-6317
(Phone Number) / (Fax Number)
ldhsec@live.com
(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; ; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

L.D. Hanna + Son Excavating Contractors
(Company)

Layton Hanna
(Signature of Authorized Representative)

Layton Hanna, President
(Printed Name and Title of Authorized Representative)

3-17-25
(Date)

304-956-0565 or 304-520-6317
(Phone Number) (Fax Number)

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

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

Vendor: L D Hanna & Son Inc

Contract/Lease Number ("Contract"):

Commodity/Service: EWP All WV County Response

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

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

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

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

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

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

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

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

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.
- Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strike through~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: West Virginia Conservation Agency

By: Judith Lyons

Printed Name: Judith Lyons

Title: Executive Director

Date: Mar 21, 2025

Vendor: L D HANNA + SON EXCAVATION CONTRACTORS

By: Layton Hanna

Printed Name: LAYTON HANNA

Title: PRESIDENT

Date: 3-10-25

By: Chris Casto

Printed Name: Chris Casto

Title: Fiscal Administrator

Date: Mar 21, 2025

NON-CONFLICT OF INTEREST FORM

Completion Instructions

The Purchasing Division requires all evaluators of solicitations, despite the type of transaction, to sign a **Certification of Non-Conflict of Interest**, in accordance with the **West Virginia Code §5A-3-31**. The Purchasing Division also requires that the agency procurement officer sign this certification. By signing this certification, the evaluator(s), advisor(s) and the agency procurement officer attest that: (1) his or her service on the evaluation committee is not in violation of **West Virginia Code § 5A-3-31**, § 6B-2-5, or any other relevant code section; (2) his or her service on the evaluation committee does not create a conflict of interest with any of the participating vendors; and (3) he or she has not had or will not have contact relating to the solicitation identified herein with any participating vendors between the time of the bid opening and the award recommendation without prior approval of the Purchasing Division. Agency procurement officers should discuss the non-conflict of interest issue with potential committee members to ensure that individuals who may have a conflict are not chosen to participate as evaluation committee members.

Please note that this requirement applies to all transaction types.

This certification must be submitted at the following time frames:

- Requests for Proposals (RFP) / Expressions of Interests (EOI): Agencies must submit this certification prior to beginning the evaluation of an RFP or EOI.
- Requests for Quotations and All Other Transaction Types: The evaluator(s) must sign the Certification of Non-Conflict of Interest and submit it, along with the recommendation for award, to the Purchasing Division.

This certification applies to all transactions processed through the Purchasing Division. In addition, it is required for agency delegated purchases exceeding \$5,000. Agencies may adopt this policy at their discretion for purchases of \$5,000 or less.

If you have any questions, please feel free to contact your agency procurement officer or your assigned buyer within the Purchasing Division. Thank you for your cooperation in this matter.



STATE OF WEST VIRGINIA
Purchasing Division

CERTIFICATION OF NON-CONFLICT OF INTEREST

West Virginia Code § 5A-3-31: "It shall be unlawful for any person to corruptly act alone or combine, collude or conspire with one or more other persons with respect to the purchasing or supplying of services, commodities or printing to the state under the provisions of this article if the purpose or effect of such action, combination, collusion or conspiracy is either to: (1) Lessen competition among prospective vendors; or (2) cause the state to pay a higher price for such services, commodities or printing than would be or would have been paid in the absence of such action, combination, collusion or conspiracy; or (3) cause one prospective vendor or vendors to be preferred over one or more other prospective vendor or vendors. Any person who violates any provision of this section is guilty of a felony and, upon conviction thereof, shall be imprisoned in a state correctional facility not less than one nor more than five years, and be fined not exceeding \$10,000."

West Virginia Code § 6B-2-5(b)(1): "A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person."

West Virginia Code § 6B-2-5(d)(1): "[N]o elected or appointed public official or public employee or member of his or her immediate family or business with which he or she is associated may be a party to or have an interest in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control"

The individual(s) listed below have been charged to evaluate or serve as members or advisors of an evaluation committee for the solicitation as specified [Emergency Purchase EWP All Impacted WVCounties]

By signing this form, each individual acknowledges that: (1) his or her service on the evaluation committee is not in violation of West Virginia Code § 5A-3-31, § 6B-2-5, or any other relevant code section; (2) his or her service on the evaluation committee does not create a conflict of interest with any of the participating vendors; and (3) he or she has not had or will not have contact relating to the solicitation identified above with any participating vendors between the time of the bid opening and the award recommendation without prior approval of the Purchasing Division.

Name/Title	Agency	Signature	Date
Chris Martin/Procurement Officer	WVCA	<u>Chris Martin</u> Chris Martin (Mar 21, 2025 14:59 EDT)	Mar 21, 2025
Chris Casto/Fiscal Administrator	WVCA	<u>Chris Casto</u>	Mar 21, 2025
Jason Rader/Director of Administration	WVCA	<u>Jason Rader</u> Jason Rader (Mar 21, 2025 15:02 EDT)	Mar 21, 2025
Judith Lyons/Executive Director	WVCA	<u>Judith Lyons</u>	Mar 21, 2025

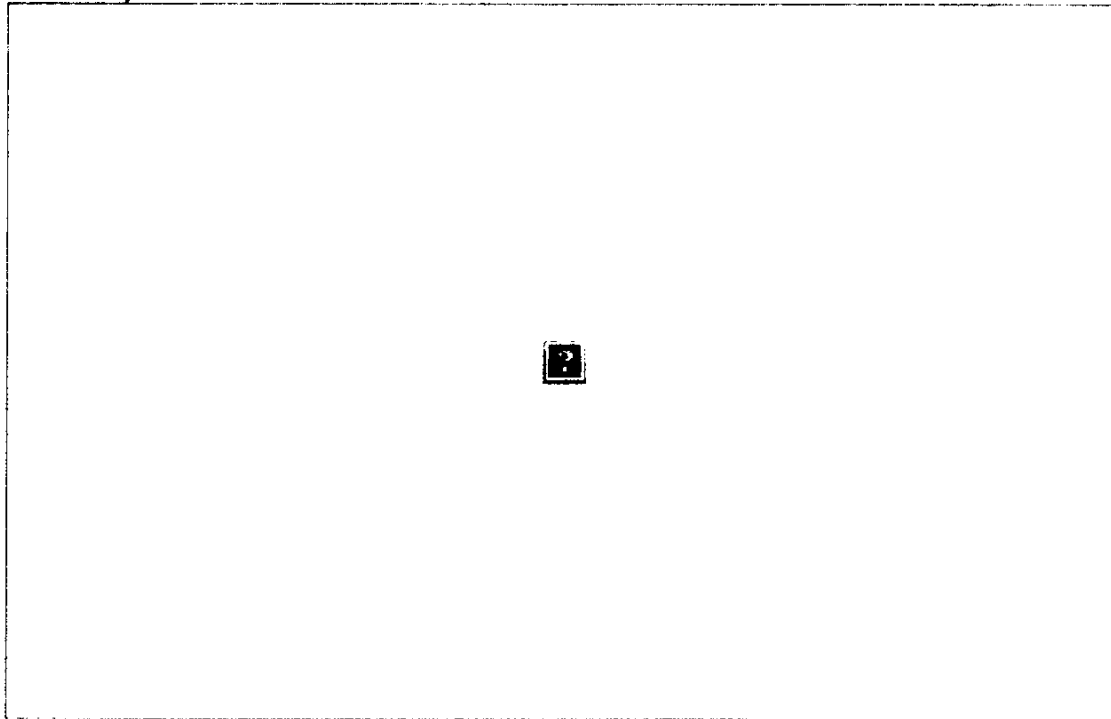
From: McDonnell, Larry D
To: Martin, Christopher
Cc: Tara L Lyle
Subject: Re: Request for Emergency Purchase/WV Flood
Date: Tuesday, February 25, 2025 8:37:21 AM

Chris,
Sorry I missed your call. I hadn't made it to the office yet. However, that document I forwarded to you came from Director Willis.

You can proceed to handle the emergency.

As I stated in my previous email, be sure to keep a copy of the state code and the governor's declaration with your purchasing documents.

Thanks,



On Tue, Feb 25, 2025 at 6:54 AM Martin, Christopher <cmartin@wvca.us> wrote:

Are we cleared to gather quotes and proceed using the process for Emergency Purchases?

Do I need to wait for a response from the Director of Purchasing?

Can we please have a phone call when you get in?

Chris Martin

WVCA / Procurement Officer

Office: 304-957-1405

Mobile: 681-781-8382

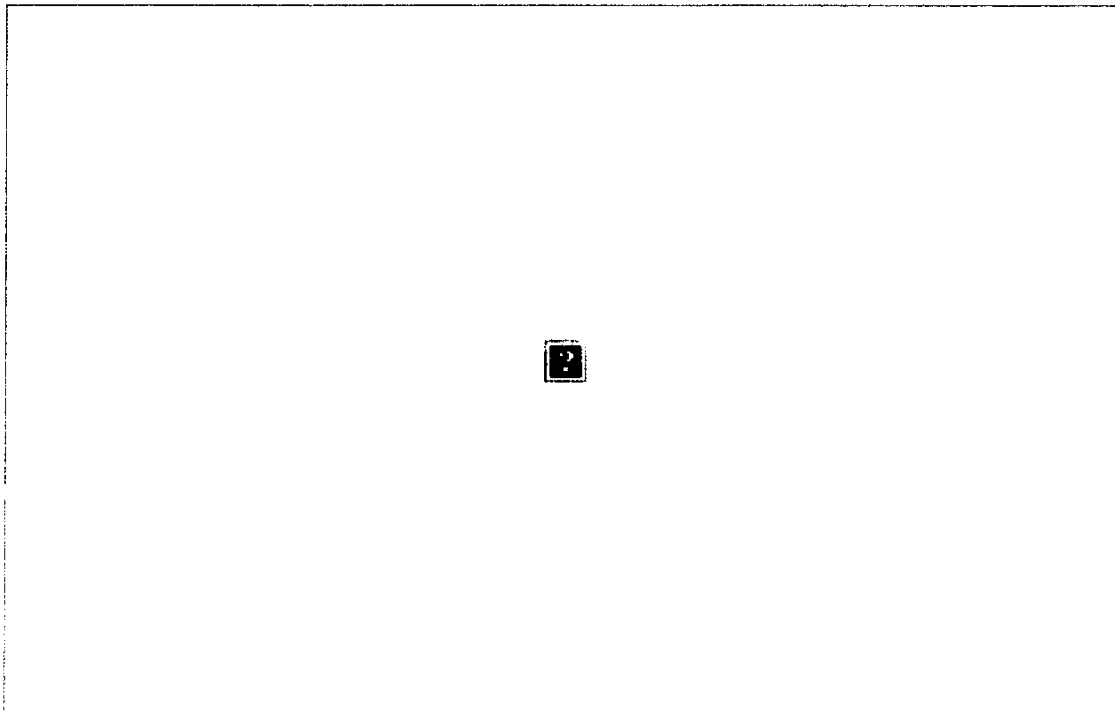
From: McDonnell, Larry D <larry.d.mcdonnell@wv.gov>
Sent: Monday, February 24, 2025 3:51 PM
To: Martin, Christopher <cmartin@wvca.us>
Cc: Tara L Lyle <tara.l.lyle@wv.gov>
Subject: Re: Request for Emergency Purchase/WV Flood

Chris,

Please see attached. See 5A-3-3c - Exemptions from purchasing requirements for contracts entered into as part of recovery from a declared state of emergency.

Be sure to keep this and the governor's full declaration with your documentation.

Thanks,



On Mon, Feb 24, 2025 at 2:32 PM Martin, Christopher <cmartin@wvca.us> wrote:

Please see attached request for Emergency Purchase for West Virginia State of Emergency/Flood Event for 13 counties and reply at your earliest convenience.

Kind regards,

Chris Martin

WVCA / Procurement Officer

Office: 304-957-1405

Mobile: 681-781-8382

WEST VIRGINIA CODE

CHAPTER 5A. DEPARTMENT OF ADMINISTRATION.

CHAPTER 5A. DEPARTMENT OF ADMINISTRATION.

Article 2B

All Articles

Article 3A

ARTICLE 3. PURCHASING DIVISION.

§5A-3-3c. Exemptions from purchasing requirements for contracts entered into as part of recovery from a declared state of emergency.



(a) The provisions of this article do not apply to contracts entered into during a state of emergency declared by the Governor pursuant to §15-5-6 of this code, so long as the contract is directly and solely related to the recovery from the declared state of emergency.

(b) The provisions of this article do not apply to the renewal of a contract entered into during a state of emergency declared pursuant to §15-5-6 of this code, if the contract is directly and solely related to the recovery from the declared state of emergency during which the contract was initially entered. For purposes of this subsection, recovery does not include permanent reconstruction after the initial state of emergency has ended.

(c) The provisions of this article do not apply to the purchase of goods or services from the federal government, or an agency thereof, if the purchase of those goods and services is directly and solely related to the recovery from a state of emergency declared pursuant to §15-5-6 of this code.

(d) At the discretion of the Chief Information Officer, the provisions of this article may not apply to the purchase, procurement, or implementation of information technology in response to a qualified cyber security incident, as defined by §5A-6C-3 of this code: *Provided*, That the information technology is imminently necessary to protect the state’s infrastructure or data.

(e) To qualify for the exemption contained in this section, the Director of the Division of Homeland Security and Emergency Management must certify that the contract or purchase is directly and solely related to the recovery from a declared state of emergency and attach a copy of the proclamation issued by the Governor’s office to the certification. Such certifications shall be maintained by the Division of Homeland Security and Emergency Management until the contracts or purchase agreements have been fully executed.

(f) For purposes of this section, "directly and solely related" means that the goods or services being purchased or contracted for will be used for recovery from the state of emergency only and will not be used for any other purpose.

§5A-3-3b. Exemption of facilities providing direct patient care services that are managed, directed, controlled and governed by the Secretary of the Department of Health Facilities.

§5A-3-3c. Exemptions from purchasing requirements for contracts entered into as part of recovery from a declared state of emergency.

§5A-3-4. Rules of director.



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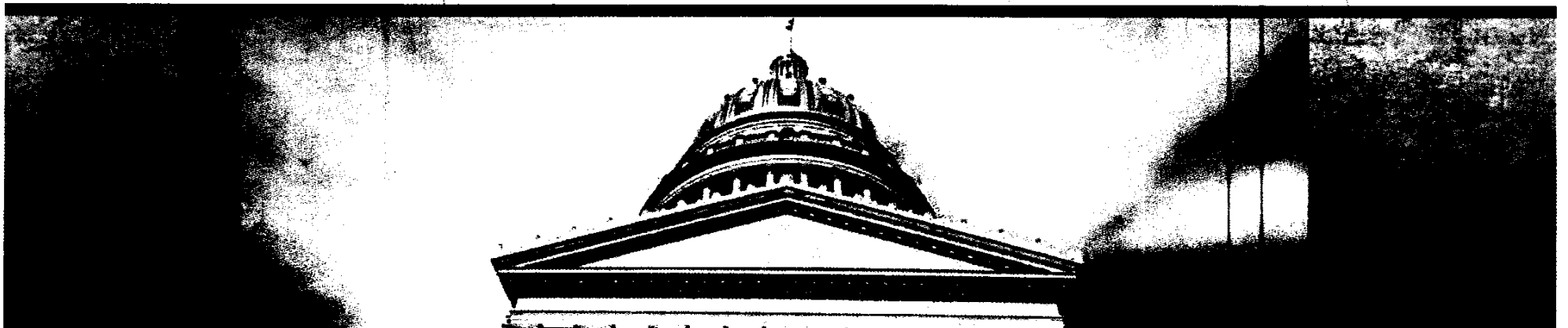
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GOVERNOR PATRICK MORRISEY ADDS BOONE, LINCOLN, AND WAYNE COUNTIES TO STATE OF EMERGENCY DECLARATION

February 16, 2025

FOR IMMEDIATE RELEASE

February 16, 2025

CONTACT

Drew Galang, Deputy Press Secretary

(304) 558-2000; drew.galang@wv.gov

Governor Patrick Morrisey Adds Boone, Lincoln, and Wayne Counties to State of Emergency Declaration

CHARLESTON, WV – Governor Patrick Morrisey has declared a State of Emergency in Boone, Lincoln, and Wayne Counties. Last night, Governor Morrisey declared a State of Emergency in Cabell, Greenbrier, Kanawha, Logan, Mercer, McDowell, Mingo, Raleigh, Summers, and Wyoming Counties.

Governor Morrisey has spoken to US Department of Homeland Security (DHS) Secretary Kristi Noem, who notified the Governor that DHS stands ready to take immediate action to offer resources and support West Virginians affected by flooding.

Check National Weather Service Watches, Warnings, or Advisories for all areas of West Virginia here:

National Weather Service Charleston

National Weather Service Baltimore/Washington (Eastern Panhandle)

National Weather Service Blacksburg (Southeast WV)

National Weather Service Pittsburgh (Northern Panhandle)

###

Office of the Governor

State Capitol
1900 Kanawha Blvd. E
Charleston, WV 25305

Ph 304.558.2000 or 1.888.438.2731

Fx 304.558.3588

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STATE OF WEST VIRGINIA

EXECUTIVE DEPARTMENT

At Charleston

A PROCLAMATION

By the Governor

WHEREAS, On February 6, 2025, I, Governor Patrick Morrisey, declared a State of Emergency for Cabell and Kanawha Counties; and

WHEREAS, subsequently, on February 15-16, and February 20, 2025, the severe rainstorms increased across the state and caused significant flooding in Boone, Cabell, Greenbrier, Kanawha, Lincoln, Logan, Mercer, McDowell, Mingo, Monroe, Raleigh, Summers, Wayne, & Wyoming Counties; and

WHEREAS, on those days, I deemed it necessary and beneficial to amend the February 6, 2025, State of Emergency, to include Boone, Cabell, Greenbrier, Kanawha, Lincoln, Logan, Mercer, McDowell, Mingo, Monroe, Raleigh, Summers, Wayne, & Wyoming Counties.

WHEREAS, the damage and other conditions from the flooding in those counties has continued beyond thirty days from the February 6, 2025, State of Emergency.

WHEREAS, pursuant to West Virginia Code § 15-5-6, it has been deemed necessary and beneficial to extend the State of Emergency for an additional thirty days for Boone, Cabell, Greenbrier, Kanawha, Lincoln, Logan, Mercer, McDowell, Mingo, Monroe, Raleigh, Summers, Wayne, & Wyoming Counties of West Virginia to most effectively respond to flooding conditions.

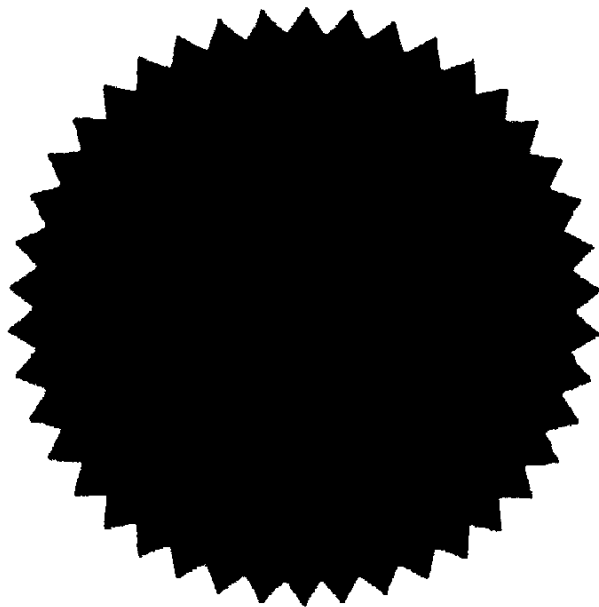
NOW, THEREFORE, I, PATRICK MORRISEY, by virtue of the authority vested in me as the Governor of the State of West Virginia, and in view of the foregoing, do hereby **FIND AND DECLARE** that a State of Emergency exists and continues throughout Boone, Cabell, Greenbrier, Kanawha, Lincoln, Logan, Mercer, McDowell, Mingo, Monroe, Raleigh, Summers,

Wayne, & Wyoming Counties of West Virginia, and that the said State of Emergency shall remain in effect for an additional thirty days unless earlier terminated by subsequent Proclamation.

In response to this State of Emergency, I have **INVOKED** the emergency powers set forth in West Virginia Code § 15-5-6; **UTILIZED** the Emergency Operations Plan, as necessary; **ORDERED** appropriate personnel and resources to prepare to mobilize and respond to any emergency that may develop; and **DELEGATED** certain administrative powers to the Director of the West Virginia Emergency Management Division, as necessary, to facilitate the provision of essential emergency services.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of West Virginia to be affixed.

DONE at the Capitol in the City of Charleston, State of West Virginia, this Seventh Day of March, in the Year of our Lord, Two Thousand Twenty-Five, in the One Hundred Sixty-Second Year of the State.



PATRICK MORRIS
GOVERNOR

By the State

Krista Harner
SECRETARY OF STATE

DEBARRED AND SUSPENDED VENDORS

[WV.gov](#) | [Administration](#) | [Purchasing](#) | Debarred and Suspended Vendor Lists

[A++](#) | [A](#) | [A--](#)

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Debarred Vendor List

Pursuant to **West Virginia Code** §5A-3-33c and 33d, the State of West Virginia and its political subdivisions may not solicit offers from, award contracts to, or consent to subcontract with a debarred vendor during the debarment period.

Below is a list of vendors who are currently debarred from doing business with the State of West Virginia.

Vendor Name:	Arapaho Communications Management LLC
Vendor Address:	840-A Kastrin St. El Paso, TX 79907-2724
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Arapaho Communications LP
Vendor Address:	840-A Kastrin St. El Paso, TX 79907-2724
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Arapaho Pipe & Supply LP
Vendor Address:	840-A Kastrin St. El Paso, TX 79907
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	May Baqai Individually and as Notice of Process Recipient for Planet Cellular Inc.
Vendor Address:	1919 NW 137th Way Pembroke Pines, FL 33028
Debarment Date:	September 8, 2022
Debarment Period:	Permanent

Debarment Scope:	All Commodities and Services
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Vendor Name:	Mehwish Baqai Individually and as Vice President, Planet Cellular Inc.
Vendor Address:	17326 Edwards Road Ste.A207 Cerritos, CA 90703 1919 NW 137th Way Pembroke Pines, FL 33028
Debarment Date:	September 8, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Gerry E. Barton
Vendor Address:	Route 1, Box 185 Valls creek, WV 24815
Debarment Date:	February 23, 2011
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Bayliss & Ramey, Inc.
Vendor Address:	145 Vaughan Drive Fraziers Bottom, WV 25082
Debarment Date:	September 28, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Courtney Bowman RNCR Trucking
Vendor Address:	PO Box 394 Raysal, WV 24879 90480 Jamie Drive Bradshaw, WV 24817
Debarment Date:	June 1, 2021
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Daniel R. Dennis, III
Vendor Address:	1800 Huger Street Columbia, SC 29201
Debarment Date:	October 13, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Dennis Corporation
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Vendor Address:	1800 Huger Street Columbia, SC 29201
Debarment Date:	September 28, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Clark A. Diehl
Vendor Address:	P.O. Box 20003 Charleston, WV 25362
Debarment Date:	January 6, 2012
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Deniz Erdinc
Vendor Address:	580 Broadway St., Unit 202A Laguna Beach, CA 92651
Debarment Date:	August 5, 2019
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Steven Hull
Vendor Address:	P.O. Box 434 Jane Lew, WV 26378
Debarment Date:	September 14, 2018
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	KGH Development Inc.
Vendor Address:	840 Kastrin St. El Paso, TX 79907
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Jack M. Kidd
Vendor Address:	840-A Kastrin St. El Paso, TX 79907-2724
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Nancy Kennedy Backwoods Trucking
Vendor Address:	P.O. Box 394 Raysal, WV 24879

	90480 Jamie Drive Bradshaw, WV 24817
Debarment Date:	April 20, 2021
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Bruce E. Kenney, III
Vendor Address:	916 Vikingfield TE Chesapeake, VA 23322
Debarment Date:	October 13, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Lighthouse Sourcing Solutions, LLC
Vendor Address:	580 Broadway St., Unit 202A Laguna Beach, CA 92651
Debarment Date:	August 5, 2019
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Joyce Matney Mountaineer Trucking
Vendor Address:	P.O. Box 262 Raysal, WV 24879 Rt. 83 701 Raysal, WV 24879
Debarment Date:	July 29, 2021
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	James Travis Miller
Vendor Address:	65 Summit Ridge Road Hurricane, WV 25526
Debarment Date:	October 13, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Andrew P. Nichols
Vendor Address:	732 Nursery Lane Lesage, WV 25537 OR RR 1, 407H Lesage, WV 25537
Debarment Date:	October 13, 2017; updated April 29, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services except for work as an employee of Marshall University and its affiliated research entities.

Vendor Name:	Planet Cellular Inc.
Vendor Address:	13909 Bettencourt St. Cerritos, CA 90703
Debarment Date:	September 8, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Russel Radach
Vendor Address:	580 Broadway St., Unit 202A Laguna Beach, CA 92651
Debarment Date:	August 5, 2019
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	John Derek Riffe
Vendor Address:	P.O. Box 262 Raysal, WV 24879 OR Rt. 83 701 Raysal, WV 24879
Debarment Date:	August 18, 2021
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	VMK/JMK Investment Holding LLC
Vendor Address:	400 Willow Glen Drive El Paso, TX 79922
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Wallpapers In Stock, Inc.
Vendor Address:	1600 Kanawha Boulevard, West Charleston, WV 25362
Debarment Date:	January 6, 2012
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Mark Rudolph Whitt
Vendor Address:	380 Cannery Lane Winfield, WV 25213
Debarment Date:	October 13, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Suspended Vendor List

Pursuant to **West Virginia Code §5A-3-32**, the State of West Virginia and its political subdivisions may not solicit offers from, award contracts to, or consent to subcontract with a suspended vendor during the suspension period (not to exceed one year).

There are currently no vendors suspended from bidding with the State of West Virginia.

Questions regarding debarred or suspended vendors should be directed to:

West Virginia Purchasing Division
2019 Washington Street, East
Post Office Box 50130
Charleston, West Virginia
25305-0130
USA

Telephone (304) 558-2306

To check the federal debarment and suspension lists, use the [Excluded Parties List System](#).

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e.g. 1606N020Q02

Select Domain
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Exclusions

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Simple Search

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- ☐ Any Words i
- ☐ All Words i
- ☐ Exact Phrase i

e.g. 123456789, Smith Corp

"L D Hanna Sons"



Classification



Excluded Individual



Excluded Entity



Federal Organizations



Exclusion Type



Exclusion Program



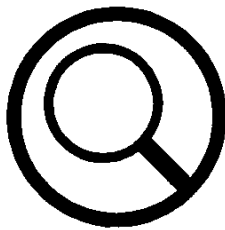
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Dates



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Vendor/Customer

[Menu](#)

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
✓ 000000224713	L D HANNA & SON INC		Active	Inactive	
From 1 to 1 of 1 First Prev Next Last Attachments					

Save [Undo](#) Delete Insert [Copy](#) Paste [Search](#) 










▼ General Info


Vendor/Customer :	000000224713	Restrict Use by Department :	
Legal Name :	L D HANNA & SON INC	Miscellaneous Account :	
Alias/DBA :		Internal Account :	
Vendor Active Status :	Active ▼	Third Party Only :	
Vendor Approval Status :	Complete	Third Party Vendor :	
Customer Active Status :	Inactive ▼	Third Party Customer :	
Customer Approval Status :	Incomplete	Inventory Customer :	
Location Name :		Healthcare Provider :	
First Name :		Never Archive :	
Middle Name :		Restrict VSS Access :	No ▼
Last Name :		Discontinue - No New Business :	
Company Name :	L D HANNA & SON INC	Prevent MA Reference :	
Previous Name :		PunchOut Enabled :	
Previous Street :		Re-PunchOut Enabled :	
Previous City :		Electronic Order Enabled :	
Previous State/Province :		W-9 Received :	
Previous Country :		W-9 Received Date :	
		W-8 Received :	
		W-8 Received Date :	
		Accepts Credit Cards :	
		Active From :	01/01/1999 
		Active To :	
		Last Usage Date :	03/11/2025
		Department :	
		Unit :	

► Headquarters

► Organization

▼ Disbursement Options

Category :	DIRC 	Hold Payment :	
Description :	Direct Payments	Hold Payment Authorized By :	
Default Type :	Check	Hold Payment Authorized On :	
Default Priority :	99 	Hold Reason :	
Default Format :	REG 		
Default Format Description :		Prevent New Spending :	▼
Scheduled Payment Day :		Prevent New Orders :	Not Active ▼
Single Payment Indicator :		Third Party Code :	
Name on Check :	Legal Name ▼	Third Party Name :	
Eligible for VCA Payments :		Third Party Approved By :	
VCA Effective From Date :		Third Party Approved On :	
VCA Effective To Date :		Third Party Reason :	
VCA Primary Email :			
VCA Secondary Email :			
VCA Comments :			
		Always Infer Third Party Vendor :	
		Third Party Address ID :	

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▶ Remittance Advice
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▶ Accounts Receivable
▶ eMALL
▶ Location Information
▶ Fee and Vendor Compliance Holds
<div>Fee Exempt : Registration Application Date : 03/11/2025 Registration Effective Date : 03/19/2025 Registration Expiration Date : 03/19/2026 Pre-Registration Code :</div> <div> </div> <div>Tax Clearance : Unemployment Insurance : Worker's Compensation : Secretary of State Registration : Federal Debarred :</div>
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Business Organization Detail

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L. D. HANNA & SON INC

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C Corporation	1/8/2008		1/8/2008	Domestic	Profit			

Organization Information			
Business Purpose	2389 - Construction - Special Trade Contractors - Other Specialty Trade Contractors (site prep, other specialty)	Capital Stock	5000.0000
Charter County	Greenbrier	Control Number	99111
Charter State	WV	Excess Acres	
At Will Term		Member Managed	
At Will Term Years		Par Value	100.000000 X Close
Authorized Shares	50	Entr	Hi, I'm SOLO! I can help you file your Annual Report.

Addresses

Type	Address
Local Office Address	217 SKYLINE DRIVE LEWISBURG, WV, 24901
Mailing Address	217 SKYLINE DRIVE LEWISBURG, WV, 24901 USA
Notice of Process Address	LAYTON D. HANNA 217 SKYLINE DRIVE LEWISBURG, WV, 24901
Principal Office Address	217 SKYLINE DRIVE LEWISBURG, WV, 24901 USA
Type	Address

Officers

Type	Name/Address
Incorporator	LAYTON D. HANNA 217 SKYLINE DRIVE LEWISBURG, WV, 24901 USA
Incorporator	CHAD HANNA 217 SKYLINE DRIVE LEWISBURG, WV, 24901 USA
President	LAYTON HANNA 104 SKYLINE DRIVE LEWISBURG, WV, 24901
Vice-President	CHAD HANNA 217 SKYLINE DRIVE LEWISBURG, WV, 24901
Type	Name/Address

DBA

DBA Name	Description
L.D. HANNA & SON EXCAVATING CONTRACTORS	TRADENAME
DBA Name	Description

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2010

2009

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For more information, please contact the Secretary of State's Office at 304-558-8000.

Wednesday, February 26, 2025 — 10:59 AM

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	Document Phase	Document Description	Page 5
AGR2500000017	Draft	Emergency purchase -EWP All Impacted Counties	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

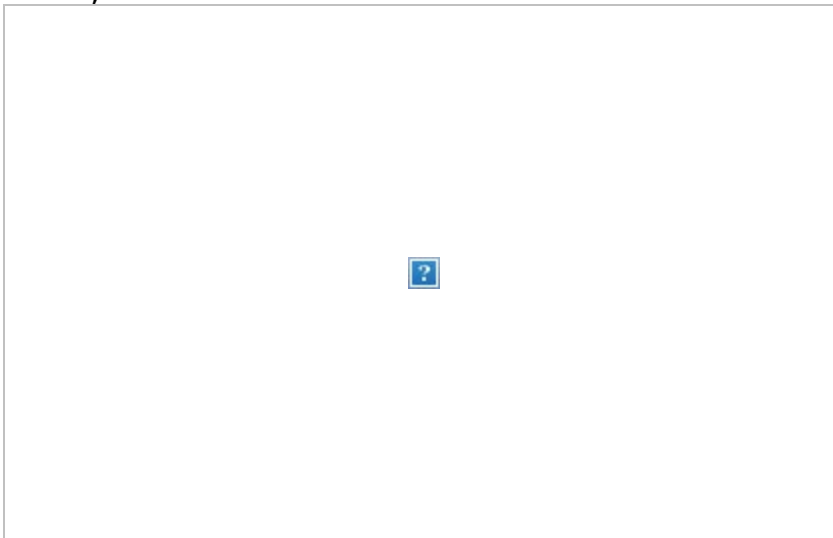
From: [McDonnell, Larry D](#)
To: [Martin, Christopher](#)
Cc: [Tara L Lyle](#)
Subject: Re: Request for Emergency Purchase/WV Flood
Date: Tuesday, February 25, 2025 8:37:21 AM

Chris,
Sorry I missed your call. I hadn't made it to the office yet. However, that document I forwarded to you came from Director Willis.

You can proceed to handle the emergency.

As I stated in my previous email, be sure to keep a copy of the state code and the governor's declaration with your purchasing documents.

Thanks,



On Tue, Feb 25, 2025 at 6:54 AM Martin, Christopher <cmartin@wvca.us> wrote:

Are we cleared to gather quotes and proceed using the process for Emergency Purchases?

Do I need to wait for a response from the Director of Purchasing?

Can we please have a phone call when you get in?

Chris Martin

WVCA / Procurement Officer

Office: 304-957-1405

Mobile: 681-781-8382

From: McDonnell, Larry D <larry.d.mcdonnell@wv.gov>

Sent: Monday, February 24, 2025 3:51 PM

To: Martin, Christopher <cmartin@wvca.us>

Cc: Tara L Lyle <tara.l.lyle@wv.gov>

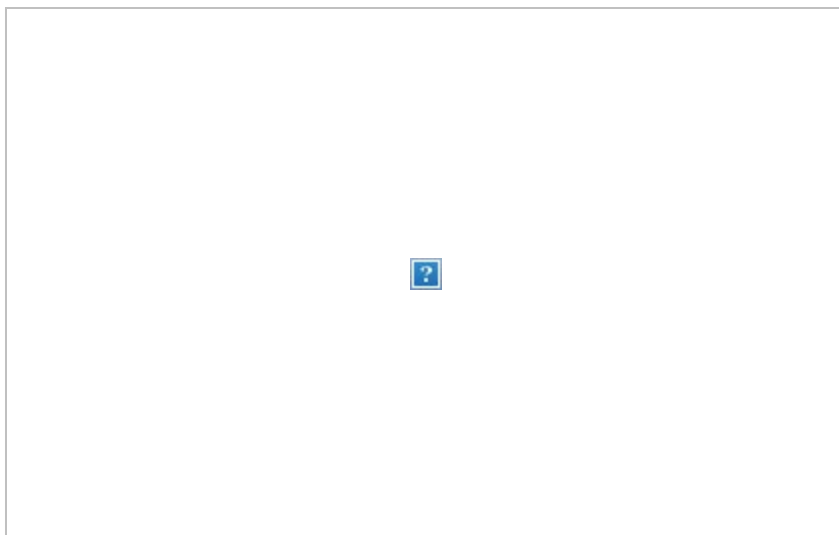
Subject: Re: Request for Emergency Purchase/WV Flood

Chris,

Please see attached. See 5A-3-3c - Exemptions from purchasing requirements for contracts entered into as part of recovery from a declared state of emergency.

Be sure to keep this and the governor's full declaration with your documentation.

Thanks,



On Mon, Feb 24, 2025 at 2:32 PM Martin, Christopher <cmartin@wvca.us> wrote:

Please see attached request for Emergency Purchase for West Virginia State of Emergency/Flood Event for 13 counties and reply at your earliest convenience.

Kind regards,

Chris Martin

WVCA / Procurement Officer

Office: 304-957-1405

Mobile: 681-781-8382

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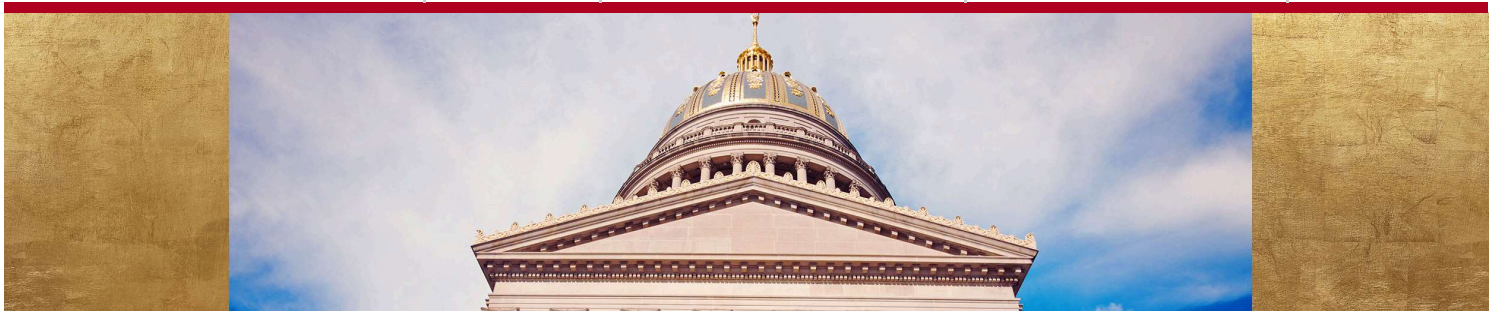
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GOVERNOR PATRICK MORRISEY ADDS BOONE, LINCOLN, AND WAYNE COUNTIES TO STATE OF EMERGENCY DECLARATION

February 16, 2025

FOR IMMEDIATE RELEASE

February 16, 2025

CONTACT

Drew Galang, Deputy Press Secretary

(304) 558-2000; drew.galang@wv.gov

Governor Patrick Morrisey Adds Boone, Lincoln, and Wayne Counties to State of Emergency Declaration

CHARLESTON, WV – Governor Patrick Morrisey has declared a State of Emergency in Boone, Lincoln, and Wayne Counties. Last night, Governor Morrisey declared a State of Emergency in Cabell, Greenbrier, Kanawha, Logan, Mercer, McDowell, Mingo, Raleigh, Summers, and Wyoming Counties.

Governor Morrisey has spoken to US Department of Homeland Security (DHS) Secretary Kristi Noem, who notified the Governor that DHS stands ready to take immediate action to offer resources and support West Virginians affected by flooding.

Check National Weather Service Watches, Warnings, or Advisories for all areas of West Virginia here:

National Weather Service Charleston

National Weather Service Baltimore/Washington (Eastern Panhandle)

National Weather Service Blacksburg (Southeast WV)

National Weather Service Pittsburgh (Northern Panhandle)

###

Office of the Governor

State Capitol
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Charleston, WV 25305

Ph 304.558.2000 or 1.888.438.2731

Fx 304.558.3588

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STATE OF WEST VIRGINIA

EXECUTIVE DEPARTMENT

At Charleston

A PROCLAMATION

By the Governor

WHEREAS, On February 6, 2025, I, Governor Patrick Morrisey, declared a State of Emergency for Cabell and Kanawha Counties; and

WHEREAS, subsequently, on February 15-16, and February 20, 2025, the severe rainstorms increased across the state and caused significant flooding in Boone, Cabell, Greenbrier, Kanawha, Lincoln, Logan, Mercer, McDowell, Mingo, Monroe, Raleigh, Summers, Wayne, & Wyoming Counties; and

WHEREAS, on those days, I deemed it necessary and beneficial to amend the February 6, 2025, State of Emergency, to include Boone, Cabell, Greenbrier, Kanawha, Lincoln, Logan, Mercer, McDowell, Mingo, Monroe, Raleigh, Summers, Wayne, & Wyoming Counties.

WHEREAS, the damage and other conditions from the flooding in those counties has continued beyond thirty days from the February 6, 2025, State of Emergency.

WHEREAS, pursuant to West Virginia Code § 15-5-6, it has been deemed necessary and beneficial to extend the State of Emergency for an additional thirty days for Boone, Cabell, Greenbrier, Kanawha, Lincoln, Logan, Mercer, McDowell, Mingo, Monroe, Raleigh, Summers, Wayne, & Wyoming Counties of West Virginia to most effectively respond to flooding conditions.

NOW, THEREFORE, I, PATRICK MORRISEY, by virtue of the authority vested in me as the Governor of the State of West Virginia, and in view of the foregoing, do hereby **FIND AND DECLARE** that a State of Emergency exists and continues throughout Boone, Cabell, Greenbrier, Kanawha, Lincoln, Logan, Mercer, McDowell, Mingo, Monroe, Raleigh, Summers,

Wayne, & Wyoming Counties of West Virginia, and that the said State of Emergency shall remain in effect for an additional thirty days unless earlier terminated by subsequent Proclamation.

In response to this State of Emergency, I have **INVOKED** the emergency powers set forth in West Virginia Code § 15-5-6; **UTILIZED** the Emergency Operations Plan, as necessary; **ORDERED** appropriate personnel and resources to prepare to mobilize and respond to any emergency that may develop; and **DELEGATED** certain administrative powers to the Director of the West Virginia Emergency Management Division, as necessary, to facilitate the provision of essential emergency services.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of West Virginia to be affixed.



DONE at the Capitol in the City of Charleston, State of West Virginia, this Seventh Day of March, in the Year of our Lord, Two Thousand Twenty-Five, in the One Hundred Sixty-Second Year of the State.

Patrick Morisy
GOVERNOR

By the State

Kristi Warner

SECRETARY OF STATE



WEST VIRGINIA PURCHASING DIVISION

Emergency Purchase Request Form for Central Purchases

(Purchases Exceeding Agency's Delegated Spending Threshold)

Statutory Authority: Pursuant to West Virginia Code §5A-3-15 and 148 C.S.R. 1-7.6, the director may authorize, in writing, a state spending unit to purchase in the open market, without filing requisition or estimate, specific commodities for immediate delivery to meet bona fide emergencies arising from unforeseen causes.

Follow-up Award Requirements: Effective July 1, 2024, agencies have delegated authority, upon written approval, to process all emergency purchases as agency contracts. Agencies must submit all contract documents to Purchasing.Division@wv.gov no later than 30 days of issuance.

Description of the emergency circumstance(s) that led to this emergency purchase request:
(What is the emergency situation? Provide detailed information.)

Proposed remedy:

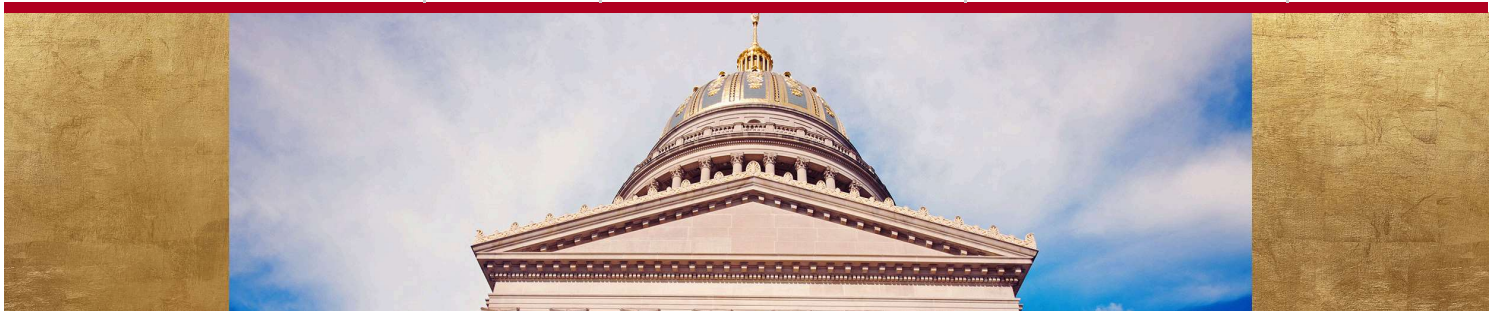
(What is the item or service that needs to be purchased to remedy the emergency situation in the short term?)

Estimated cost:

(How much will the items or service cost to rectify the situation? Include total cost.)

Proposed duration/quantity:

(If a service is needed, how long will you need it until you can properly bid out a long-term solution? If an item is needed, how many does your agency need?)

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GOVERNOR PATRICK MORRISEY ADDS BOONE, LINCOLN, AND WAYNE COUNTIES TO STATE OF EMERGENCY DECLARATION

February 16, 2025

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