



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
**Master Agreement**

Order Date: 10-27-2021

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:	CMA 0804 0804 RMA1900000001 4	Procurement Folder:	491715
Document Name:	Snow and Ice Removal at MARC Station	Reason for Modification:	Change Order #3 to renew the contract for one (1) year.
Document Description:	Snow and Ice Removal at MARC Station		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2018-11-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-11-14

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	000000195769	Requestor Name:	Lucinda K Butler
KENLEY T HUBBLE LLC 10040 OLD NATIONAL PIKE		Requestor Phone:	(304) 538-2305
IJAMSVILLE MD 21754		Requestor Email:	cindy.k.butler@wv.gov
US			
Vendor Contact Phone:	999-999-9999 Extension:		
<b>Discount Details:</b>			
	<b>Discount Allowed</b>	<b>Discount Percentage</b>	<b>Discount Days</b>
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

**22**

FILE LOCATION \_\_\_\_\_

INVOICE TO	SHIP TO
STATE RAIL AUTHORITY 120 WATER PLANT DR MOOREFIELD WV 26836 US	STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR MOOREFIELD WV 26836 US

Total Order Amount: \_\_\_\_\_ Open End

Purchasing Division's Property

**ENTERED**

*JLH 10/27/2021*  
 PURCHASING DIVISION AUTHORIZATION  
 DATE: *10/28/21*  
 ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM  
 DATE: *11/1/2021*  
 ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION  
*Beverly Tolson*  
 DATE: *11-1-2021*  
 ELECTRONIC SIGNATURE ON FILE

**Extended Description:**

Change Order #3 is issued to renew the original contract according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders.

Effective date of renewal 11/15/2021 through 11/14/2022

Renewal Years Remaining: ZERO (0)

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	70131603			EA	1650.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Plow snow & ice from Duffields Train Station Parking Lot

**Extended Description:**

Plow snow and ice from Duffields Parking lot. Includes salt, cinders and/or snow melting chemicals

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	70131603			EA	800.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Remove snow & ice from platforms at Duffields Train Station

**Extended Description:**

Remove snow and ice from platforms and crosswalks at Duffields. Includes salt, cinders and/or snow melting chemicals.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	70131603			EA	425.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Remove snow and ice from platforms at Harpers Ferry Station

**Extended Description:**

Remove snow and ice from platforms at Harpers Ferry Train Station. Includes cinders, salt and/or snow melting chemicals.



**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION**

**State Rail Authority**

120 Water Plant Drive • Moorefield, West Virginia 26836  
(304) 538-2305 • TDD: (800) 742-6991 • FAX: (304) 538-7474

**Jimmy Wriston, P.E.**  
**Secretary of Transportation**  
**Commissioner of Highways**

**October 18, 2021**

Toby Welch  
Purchasing Division  
2019 Washington Street, East  
PO Box 50130  
Charleston, WV 25305-0130

CMA RMA19\*1 – Change Order #3  
Snow Removal at Harpers Ferry and Duffields MARC Train Station

Dear Mr. Welch:

The State Rail Authority wishes to renew the open-end contract for the service of snow removal to Kenley T. Hubble, Inc. This vendor has agreed to renew the terms of this contract for another year. This contract will now be in effect until November 14, 2022.

Your favorable consideration of this request is greatly appreciated. Please let me know if you need any additional information.

Sincerely,

A handwritten signature in blue ink that reads "Cindy Butler".

Cindy Butler, Director

**KENLEY T. HUBBLE, LLC  
T/A HUBBLE TRUCKING  
10040 OLD NATIONAL PIKE  
IJAMSVILLE, MD 21754  
301-865-5752  
Colbyhubble@gmail.com**

October 5, 2021

WV State Rail Authority  
120 Water Plant Drive  
Moorefield, WV 26836

RE: Snow Removal for Harpers Ferry and Duffields Stations  
Contract CMA RMA19\*1

To Whom It May Concern:

Kenley T. Hubble LLC agrees to continue contract CMA RMA19\*1  
with the same terms, conditions and pricing until 11/14/2022.

If you have any questions, please feel free to give me a call at  
240-674-0457 or 240-674-0507.

Sincerely,



KENLEY T. HUBBLE  
Owner



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 [ CMARMA 19\*1 ]

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
Lucinda K Butler Director	WV State Rail Authority	Lucinda K Butler	10/18/21

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Kenley T. Hubble LLC T/A Hubble Trucking

Authorized Signature: Kenley T. Hubble Date: Oct 5, 2021

State of Maryland

County of Frederick, to-wit:

Taken, subscribed, and sworn to before me this 5 day of October, 2021

My Commission expires February 14, 2022.



NOTARY PUBLIC Daron Myers

Vendor/Customer

Vendor/Customer

- General Info
- Headquarters
- Organization
- Disbursement Options
- Prenote/EFT
- Remittance Advice
- Vendor Terms
- Accounts Receivable
- eMALL
- Location Information
- Fee and Vendor Compliance Holds
- Executive Compensation
- Additional Information
- Travel
- Change Management
- Address
- Business Type
- Service Area
- Commodity
- W-8 Form
- Authorized Dept.
- Prevent Spending
- Prevent Orders
- Certification
- Disclosures
- Vendor User Information
- Vendor Attachments

Vendor/Customer    Legal Name    Alias/DBA    Vendor Active Status    Customer Active Status    Previous Name

✓ 000000195769    KENLEY T HUBBLE LLC    KENLEY T HUBBLE    Active    Inactive

From 1 to 1 of 1    First    Prev    Next    Last    Attachments

Save    Undo    Delete    Insert    Copy    Paste    Search

General Info

Vendor/Customer : 000000195769    Restrict Use by Department :

Legal Name : KENLEY T HUBBLE LLC    Miscellaneous Account :

Alias/DBA : KENLEY T HUBBLE    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 : KENLEY T HUBBLE LLC    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 : 10/26/2000    Active To :

Last Usage Date : 03/05/2021

Department :    Unit :

Headquarters

Headquarters Account : Yes    Web Address http:// :

Headquarters Account Code : 000000195769    Catalog DUNS :

Headquarters Account Legal Name : KENLEY T HUBBLE LLC    Catalog Extended DUNS :

Franchise Account :     Taxpayer ID Number : 522170004

Taxpayer ID Number Type : EIN

Organization

Organization Type : Company

1099 Classification : Sole Proprietor

1042-S Ch. 3 Recipient Code :

1042-S Ch. 4 Status Code :

1099 Indicator : Yes

1042-S Indicator :

Taxpayer ID Number : 522170004

Taxpayer ID Number Type : EIN

Detailed TIN Type :