Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	**State of West Virginia** # Purchase Order **Order Date:** 05-18-2026	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:	CPO 0603 0603 ADJ2600000037 1	**Change Order No:**	**Procurement Folder:** 1644514
Document Name:	Martinsburg Readiness Center Design Commissioning Services		**Reason for Modification:**
Document Description:	Martinsburg Readiness Center Design Commissioning Services		
Procurement Type:	Central Purchase Order		
Buyer Name:	David H Pauline		
Telephone:	304-558-0067		
Email:	david.h.pauline@wv.gov		
Shipping Method:	Best Way	**Effective Start Date:**	2025-11-11
Free on Board:	FOB Dest, Freight Prepaid	**Effective End Date:**	

VENDOR

Vendor Customer Code: 000000180046
ARAMARK MANAGEMENT SERVICES LP
24818 NETWORK PLACE

CHICAGO IL 606731248
US
Vendor Contact Phone: 215-238-3000 **Extension:**

Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	Not Entered		
#3	Not Entered		
#4	Not Entered		

DEPARTMENT CONTACT

Requestor Name: Charles A Bowman
Requestor Phone: (304) 561-6654
Requestor Email: charles.a.bowman26.nfg@army.mil

2026
FILE LOCATION _____

INVOICE TO

DIVISION ENGINEERING & FACILITIES
ADJUTANT GENERALS OFFICE
1707 COONSKIN DR

CHARLESTON WV 25311
US

SHIP TO

MARTINSBURG EMIVEST HANGAR/WVEDA
ADJUTANT GENERALS OFFICE
WV ARMY NATIONAL GUARD
731 NOVAK DRIVE
MARTINSBURG WV 25405
US

CR 5-28-26

Total Order Amount:	$18,000.00

Purchasing Division's File Copy

5/18/26 PURCHASING DIVISION AUTHORIZATION DATE: 5/26/26 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: 5/28/2026 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: Cody Rice ELECTRONIC SIGNATURE ON FILE 5-28-26

Extended Description:

THE VENDOR, Aramark Services, INC., AGREES TO ENTER WITH THE AGENCY, THE WEST VIRGINIA ARMY NATIONAL GUARD, CONSTRUCTION AND FACILITIES MANAGEMENT OFFICE, INTO A ONE-TIME CONTRACT TO PROVIDE PROFESSIONAL COMMISSIONING SERVICES FOR THE DESIGN AND CONSTRUCTION OF THE MARTINSBURG READINESS CENTER, AS DESCRIBED IN THE ATTACHED DOCUMENTATION AND PER THE SPECIFICATIONS, TERMS AND CONDITIONS, BID REQUIREMENTS, THE ADVERTISED CEOI DATED 03/10/2025 AND THE VENDOR'S SUBMITTED AND ACCEPTED PROPOSAL DATED 11/11/2025, INCORPORATED HEREIN BY REFERENCE, AND MADE A PART OF HEREOF.

Vendor's Scope of Work was for $110,000.00, Per the agreement, this project will be broken into this initial award, which will be $18,000.00 for the commissioning services on the Design portion of the project. Should Agency obtain additional future Federal funding for the construction portion, the remaining $92,000.00 will be added by Change Order to reflect full Scope of Work.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81101508	0.00000		0.000000	18000.00
Service From	**Service To**	**Manufacturer**		**Model No**	
2025-11-11					

Commodity Line Description: Martinsburg Readiness Center Design Commissioning Services

Extended Description:
Provide professional commissioning services per the attached documentation.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office 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 and the Purchasing Division, and approved as to form by the Attorney General, 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 that is published by the Purchasing Division.

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: The Initial Contract Term will be for a period of _____ _____. The Initial Contract Term 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 Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division 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. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **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, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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:

☐ the contract will continue for _____ years;

☐ the 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, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **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 Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

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 of 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **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.

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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 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 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: $1,000,000.00 per occurrence.

☑ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: $1,000,000.00 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.

☑ WV Statutory requirement- WV Code §23-4-2 (Mandolidis)

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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. 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.

11. 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.

12. 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.

13. 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.

14. 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 maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and 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.)

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. 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.

18. 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.

19. CANCELLATION: The Purchasing Division Director 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 Purchasing Division Director 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.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. 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.

22. 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.

> **SUBCONTRACTOR COMPLIANCE:** 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. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. 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.

26. 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.

27. 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, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

SUBCONTRACTOR COMPLIANCE: 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a 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.

34. 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.

35. 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.

36. 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.

37. 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, neither the Vendor nor any related party owe a debt as defined above, and neither the 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.

38. 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.

39. 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.

40. 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.

41. 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.

c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

    1. 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

    2. 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.

42. 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.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least $1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. 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.

45. 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.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)

1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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.

(Printed Name and Title) Chris Skalski - Senior Manager, Commissioning and Strategic Facility Planning

(Address) _____

(Phone Number) / (Fax Number) 484-368-4180

(email address) skalski-christopher@aramark.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Aramark Management Services Limited Partnership
(Company)

DocuSigned by:
Brian Lee
(Signature of Authorized Representative)

Brian Lee Vice President, Authorized Signatory 1/5/2026
(Printed Name and Title of Authorized Representative) (Date)

1 (484) 947-7389
(Phone Number) (Fax Number)

lee-brian@aramark.com
(Email Address)

FEE PROPOSAL

Martinsburg Readiness Center Design Commissioning Services

CEOI 0603 ADJ2500000019

Submitted by:

aramark
ENGINEERING
SOLUTIONS

2400 Market Street
Philadelphia, PA 19103

May 2, 2025; *Revised November 11, 2025*

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

To Whom It May Concern:

Aramark is pleased to submit the attached Fee Proposal to provide commissioning services for the Addition project at the Martinsburg Readiness Center in Martinsburg, WV. We have dedicated local senior-level resources that are able to provide the highest quality services for your project. Aramark is one of the largest third-party commissioning agents in the United States with a diverse portfolio of projects. Our unique operational expertise in these settings distinguishes our service from our competitors.

Aramark has extensive experience and technical capacity to meet and exceed the required needs for commissioning this project for the West Virginia Army National Guard. Aramark has been commissioning buildings and their increasingly complex systems for more than 40 years. We have commissioned more than $11.5 billion and 90 million GSF of new and renovated facilities. Our technical credibility, operator's perspective, and construction experience has and will continue to aid in the satisfaction of each commissioning project's many objectives.

Our commissioning philosophy is guided by the following three tenets:

1. Provide a facility that operates to support the institutional program.
2. Verify systems achieve peak efficiency.
3. Confirm the building infrastructure is readily maintainable by the operators.

The proposed staff, as well as the broader Aramark commissioning team, is comprised of dedicated full-time commissioning agents. In addition, our team has several BMS engineers to support projects such as this. Our team, including commissioning agents, are well versed in many different control systems and understand the logic behind the operation of the graphical interface. As a result of this approach, we identify many issues that otherwise would have gone undetected.

The commissioning team will be guided and overseen by Frank Snyder, P.E. throughout the commissioning process. Frank has extensive experience working on similar federal projects and will lead a team of field experts to bring their lessons learned and experience to this project. He will be supported by Allison Bailey, P.E., Jacob Rourke, Tim Russ, and Manas Vaidya – all dedicated commissioning team members from the regional team. Chris Skalski, P.E., Senior Manager, Commissioning Services will provide quality control for the commissioning services execution.

As a service organization, we believe it is critical that our team maintain a presence on site throughout the project. Our approach is to maintain commissioning team collaboration and continuity and identify issues that can be corrected and resolved early in the process.

We truly believe that Aramark is the most qualified firm for this project and commit that we will exceed the expectations of the West Virginia Army National Guard. All of Aramark's engagements rely on our seasoned professional staff to function as catalyst and initiator, providing significant commissioning knowledge and experience for the clients we serve.

Based on the project information provided with project GSF of 85,434 and MEP systems project schedule of May 2025 - December 2028 please see the Commissioning (Cx) services pricing below.

1. Phase 1 (Design Phase): **$18,000**
2. Phase 2 (Construction Phase): **$92,000**

Total: $110,000

Hourly Rate Schedule for Additional Services For Proposed Team Members			
Professional Discipline	**FY26**	**FY27**	**FY28**
Director / Senior Technical	$158.00	$161.95	$166.00
Commissioning Project Manager	$143.00	$146.58	$150.24
Technical	$138.00	$141.45	$144.99
Technical Staff	$120.00	$123.00	$126.08
Financial/Analytical	$110.00	$112.75	$115.57
Administration	$39.00	$39.98	$40.97

Should you have any questions regarding this proposal, please do not hesitate to contact Chris Skalski, Senior Manager, directly at 484-368-4180 or via email at skalski-christopher@aramark.com.

Sincerely,

Brian Lee, P.E., Vice President
Authorized Signatory of Aramark Management Services Limited Partnership

PROJECT UNDERSTANDING AND APPROACH

PROJECT UNDERSTANDING

Located at 731 Novak Drive in Martinsburg, WV, the West Virginia Army National Guard, Construction and Facilities Management Office is seeking a commissioning agent (CxA) for the addition of the Martinsburg Readiness Center. The project will be in two phases, with the initial phase for the design portion. Upon funding, the second phase will include construction and post-construction phases.

We will leverage our extensive experience and lessons learned on similar Army National Guard Readiness Center projects to establish and execute a commissioning program that complies with ASHRAE 189.1 Section 10.3.1.2 as outlined below.

PROFESSIONAL COMMISSIONING SERVICES - PHASE APPROACH

It is evident that in order to truly assist in the short and long-term success of this project, our commissioning plan requires a unique and varied blend of technical, operational, and engineering expertise.

The challenges involved in the construction of this project focus on:

1. Project schedule
2. Complex building systems
3. Increased integration of systems and components
4. MEP technical expertise
5. Project turnover and operations expectations

We are familiar with these significant challenges through our extensive commissioning, operations backgrounds, and experience with capital and operation teams. Our focus is to "bridge the gap" between the construction teams, design teams, project management, and operations groups. Our solution to these challenges is to develop and integrate a unique commissioning program that will provide collaboration between teams, verify that the design intent (installation and performance) is met, establish parameters for acceptance of the construction/end users, and integrate turnover/operations smoothly and effectively.

A summary of the solutions is outlined in the following bullets.

- Creating partnerships and leading collaboration within the project and construction teams.
- Providing "on-site" representation to focus and coordinate the commissioning efforts.
- Coordinating and integrating teams of professionals in supporting corrective actions.
- Establishing parameters and testing requirements for system acceptance as opposed to component acceptance.
- Exercising the systems throughout operating ranges, safety, and emergency conditions.

Aramark has a commissioning program specifically geared towards the Martinsburg Readiness Center Addition project. Aramark will work directly for the West Virginia Army National Guard. and provide an unbiased, objective view of the building systems installation, operation, and performance. As part of the owner's building systems commissioning process, Aramark will cooperate with and coordinate all commissioning activities with the project manager, design professionals, construction manager, and contractors. This process is not to take away or reduce the responsibility of the design team or installing contractors, but to provide a finished and fully operational product in accordance with design intent.

Aramark is committed to commissioning this facility to systematically optimize the building and ancillary systems so that they operate efficiently and effectively in accordance with the Owners Project Requirements, and that the facility staff has adequate system documentation, and training. Aramark will ensure that the fundamental systems are calibrated and operating as required to deliver functional and efficient performance.

Aramark will plan, manage, perform, and report on the commissioning activities, utilizing the reporting formats and standardized forms we have created whenever required. We utilize a cloud-based Commissioning Tool, Cx Alloy©. Aramark will upload deliverable reports to Procore© according to a project schedule in coordination with the Construction Team and agreed upon by the Owner. We realize the importance of conducting all commissioning tasks in a transparent manner and involve the building engineering and operations staff at every stage of the commissioning process.

Our scope of services consists of the following focused efforts.

DESIGN PHASE

Past experience has demonstrated that collaboration, communication, and proper planning are the keys to verifying that the commissioning program is fully integrated into the normal design and construction process. This integration process for the program begins very early by initially employing a carefully prepared kick-off meeting, commissioning plan, and schedule that will guide the effort in and around the construction schedule. The commissioning team leader will develop, organize, implement, observe, document, and lead the commissioning effort in a manner that furthers the success of the project. This effort will not only minimize the impact on project schedule but also promote efficient system startup and turnover. A summary of activities in this phase consists of:

- **Owners Project Requirements** – Review the OPR document to ensure it captures the needs of the Facility. Provide comments as necessary to the Owner and Design Team.
- **Design Review** - Review plans and specifications for conformance with Owners Project Requirements and Basis of Design documentation. Provide comments as necessary to the Owner and Design Team and review as necessary.
- **Commissioning Specifications** - Prepare commissioning specifications for mechanical, electrical, and plumbing systems and provide to Design Team and Owner for inclusion in Project Manual.
- **Commissioning Plan** – Develop the commissioning plan in accordance with ASHRAE 189.1 Section 10.3.1.2 that outlines the process, schedule, organization, responsibilities, lines of communication, and documentation requirements of the commissioning process. Submit to the Owner and Design Team for acceptance.
- **Commissioning Kick-off Meeting** – Conduct a scoping meeting to present the process, protocols, and responsibilities of the commission agent and each key member of the project team. Discuss the commission plan, coordination, and schedule activities.
- **Developing Scheduling Requirements and Coordination with Contractor** – Aramark will work closely with the contractors to develop equipment startup plans.

CONSTRUCTION PHASE

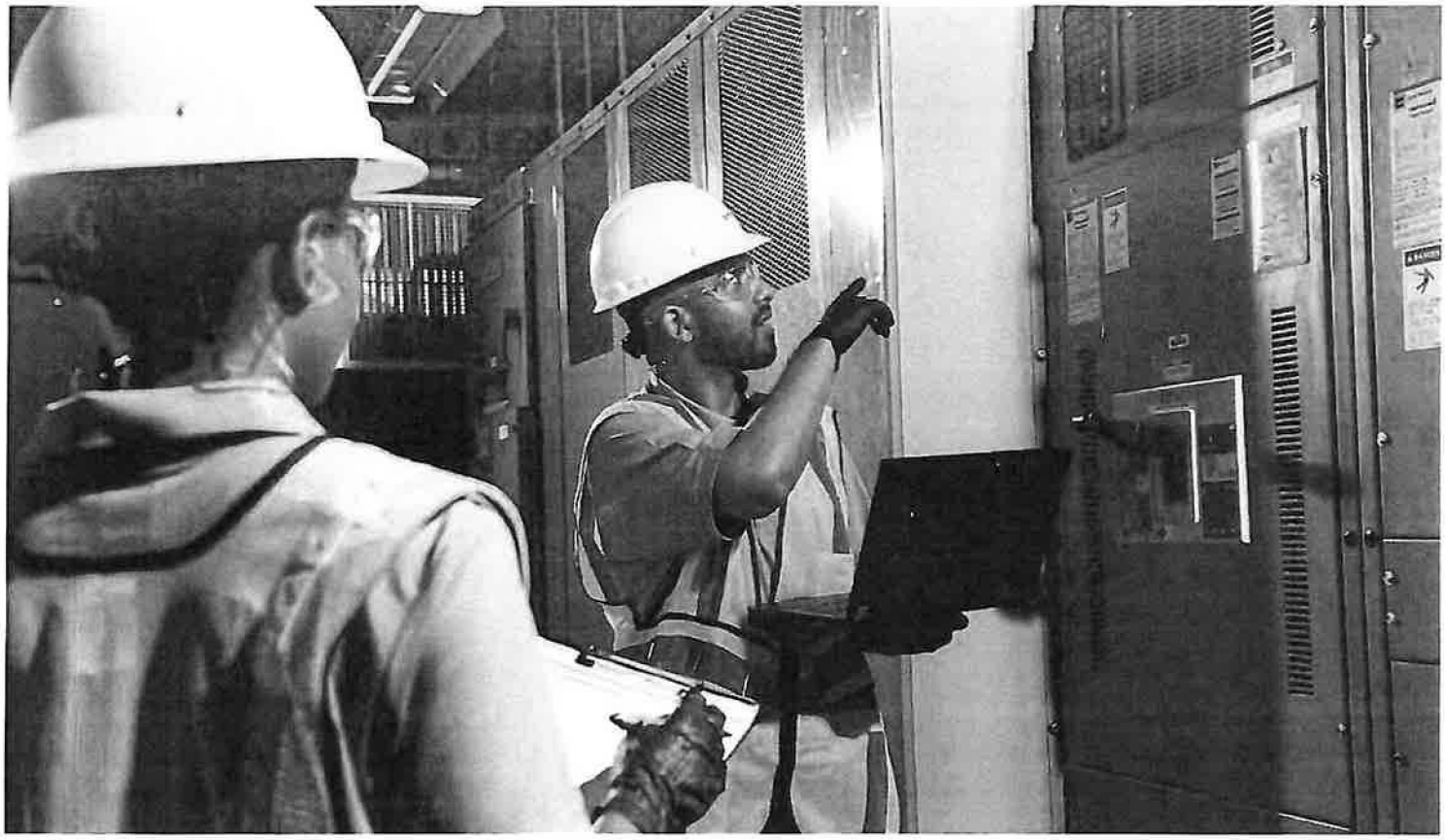
A pivotal aspect of our commissioning program is enabling team reviews and inspections of the systems in their area of expertise (i.e., mechanical, electrical, and plumbing). Deficiencies and outstanding issues are documented in the commissioning database. The intent of the database is to generate a comprehensive list for the project manager to distribute to the design and construction teams for response and action. Subsequent to each focused inspection, a progress report will be issued detailing the deficiencies, resolution actions, and status of each item. Aramark will maintain a current status for each item on the deficiency list as well as document the resolution actions in final report. The commissioning team leader will act as the point person and bring up issues to the construction and design teams.

- Coordinate and direct the commissioning activities in a logical, sequential, and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications and consultations with all necessary parties. Update timelines and schedules as required.
- Refine the commissioning plan to outline the process, schedule, organization, responsibilities, communication protocol, and documentation requirements of the commissioning process.
- Write and distribute pre-functional and functional construction checklists for commissioned equipment/systems within the scope of work to the contractors.
- Perform site visits as needed to observe component and system installations. Attend selected planning and job-site meetings to obtain information on construction progress. Review construction meeting minutes for revisions/substitutions relating to the commissioning process. Assist in resolving any discrepancies.
- Develop an enhanced start-up and initial systems checkout plan with contractors for selected equipment.
- Document, observe, and otherwise approve construction checklist completion, system startup, and testing, adjusting and balancing by reviewing completed checklists and reports, spot testing and by site observation.
- Perform and document manual functional performance tests with support by installing contractors. Coordinate retesting as necessary until satisfactory performance has been achieved.
- Maintain a master issues log and a separate record of functional testing. Report all issues as they occur directly to the Owner's Representative. Provide directly to the Owners Representative written progress reports and test results with recommended actions.
- Review and approve warranties and O&M manuals for commissioned equipment and be available for and participate in training of commissioned equipment to ensure that the Owner understands their responsibilities and is capable of operating the equipment.
- Compile a commissioning Record, which shall include:
  - Complete a preliminary report after the functional process and a final report after the completion of the warranty/acceptance phase.
  - A brief summary report that includes a list of participants and roles, brief building description, overview of commissioning and testing scope, and a general description of testing and verification methods. For each piece of commissioned equipment, the report should contain the disposition of the CxA regarding the adequacy of the equipment and documentation meeting the contract documents in the following areas: Equipment conforming with the specifications, equipment installation, functional performance and efficiency and equipment documentation.

- All outstanding non-compliance items shall be specifically listed. Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc. shall also be listed. Each non-compliance issue shall be referenced to the specific functional test, inspection, trend log, etc. where the deficiency is documented.
- Also included in the Commissioning Record shall be the issues log, commissioning plan, progress reports, submittal and O&M manual reviews, training record, test schedules, construction checklists, start-up reports, functional tests, and trend log analysis.
- Provide the Commissioning Record to the Owner.

SYSTEMS TO BE COMMISSIONED

- Heating Ventilation and Air Conditioning (HVAC), Automatic Temperature Controls
- Electrical: Lighting & Lighting Controls
- Plumbing: Domestic Hot water

CLARIFICATIONS

- Aramark's professional staff will be "hands-on", assisting on all performance verification tests with the applicable contractor. We will have our own test equipment, such as data logger, voltage meters, and flow hoods available as needed. Aramark will provide all equipment and supplies necessary to perform its commissioning duties.
- Aramark anticipates the assistance of the operations personnel and construction personnel to provide access and cooperation throughout the testing procedures. Aramark assumes systems' FPTs will be conducted prior to substantial completion and while the building is unoccupied by the owner. In the event the systems' FPTs are needed to be conducted while the building is occupied, we assume testing will be conducted during the evening, night, and/or on weekends. In this event, Aramark reserves the right to negotiate additional fees for premium time differential.
- Our Base Scope of Work for Commissioning services is based on assumptions made at the time of the proposal based on the provided RFP documentation. In the event that the final design and associated commissioning scope and/or schedule materially vary from our assumptions identified above, or additional services are requested by the client, Aramark reserves the right to request an adjustment in fees.
- Aramark Management Services Limited Partnership ("Aramark") is excited by the privileged prospect of providing Commissioning Services for the West Virginia Army National Guard, Construction and Facilities Management Officer ("Client"). In the development of every partnership, there are topics of a legal and contractual nature that warrant discussion and clarification by all parties, and Aramark respectfully reserves the right to negotiate the terms and conditions of any resulting agreement. In the event that Aramark is the successful bidder, we look forward to working closely with the Client to finalize in an expeditious manner a mutually beneficial agreement reflecting the final, agreed-upon business arrangement.