



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

State of West Virginia  
 Centralized Request for Quote  
 Service - Misc

<b>Proc Folder:</b> 1003269		<b>Reason for Modification:</b>	
<b>Doc Description:</b> Open End Contract for Lawn Care Services - Bldg. 84			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-02-22	2022-03-08 13:30	CRFQ 0211 GSD2200000034	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

03/08/22 12:40:55  
 WV Purchasing Division

**VENDOR**

**Vendor Customer Code:**

**Vendor Name:** Goodwill Industries of Kanawha Valley, Inc.

**Address:** 209 Virginia Street W.

**Street:**

**City:** Charleston

**State:** WV **Country:** USA **Zip:** 25302

**Principal Contact:** JOYCE Birley

**Vendor Contact Phone:** 304-784-0434 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Melissa Pettrey  
 (304) 558-0094  
 melissa.k.pettrey@wv.gov

**Vendor Signature X** *Joyce Birley* **FEIN#** 000000200496 **DATE** 3-6-22

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the General Services Division to establish an open-end contract for Lawncare Services at Building 84 (Cornerstone Building) located 1409 Greenbrier Street, Charleston, WV. , per the specifications and the terms and conditions as attached hereto.

**INVOICE TO****SHIP TO**

DEPARTMENT OF  
ADMINISTRATION  
GENERAL SERVICES  
DIVISION  
112 CALIFORNIA AVENUE,  
5TH FLOOR  
CHARLESTON WV  
US

STATE OF WEST VIRGINIA  
  
SEE SPECIFICATIONS FOR  
DELIVERY REQUIREMENTS  
  
No City WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	MOWING, TRIMMING AND EDGING GRASS	32.00000	EA	52.20	1,670.40

**Comm Code****Manufacturer****Specification****Model #**

70111706

**Extended Description:**

4.1.1  
MOWING, TRIMMING AND EDGING GRASS

**INVOICE TO****SHIP TO**

DEPARTMENT OF  
ADMINISTRATION  
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112 CALIFORNIA AVENUE,  
5TH FLOOR  
CHARLESTON WV  
US

STATE OF WEST VIRGINIA  
  
SEE SPECIFICATIONS FOR  
DELIVERY REQUIREMENTS  
  
No City WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	LEAF BLOWING AND DISPOSAL	15.00000	EA	48.10	721.50

**Comm Code****Manufacturer****Specification****Model #**

70111706

**Extended Description:**

4.1.2  
BLOWING AND DISPOSING OF LEAVES-

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV US		STATE OF WEST VIRGINIA  SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	TRIMMING OF SHRUBS AND TREES	2.00000	EA	120. <sup>00</sup>	240. <sup>00</sup>

Comm Code	Manufacturer	Specification	Model #
70111706			

**Extended Description:**  
4.1.3  
TRIMMING OF SHRUBS AND TREES

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV US		STATE OF WEST VIRGINIA  SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	OVERSEEDING	1.00000	EA	120. <sup>00</sup>	120. <sup>00</sup>

Comm Code	Manufacturer	Specification	Model #
70111706			

**Extended Description:**  
4.1.4  
OVERSEEDING

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV US		STATE OF WEST VIRGINIA SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	EDGING SHRUB AND TREE BEDS	2.00000	EA	60.00	120.00

Comm Code	Manufacturer	Specification	Model #
70111706			

**Extended Description:**  
4.1.5  
EDGING SHRUB AND TREE BEDS

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV US		STATE OF WEST VIRGINIA SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	WEEDING SHRUB AND TREE BEDS	15.00000	EA	35.00	525.00

Comm Code	Manufacturer	Specification	Model #
70111706			

**Extended Description:**  
4.1.6  
WEEDING SHRUB AND TREE BEDS



INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV US		STATE OF WEST VIRGINIA SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	LAWN FERTILIZING	4.00000	EA	140.00	560.00

Comm Code	Manufacturer	Specification	Model #
70111706			

**Extended Description:**

4.1.7  
LAWN FERTILIZING

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV US		STATE OF WEST VIRGINIA SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	MULCHING	2.00000	EA	380.00	760.00

Comm Code	Manufacturer	Specification	Model #
70111706			

**Extended Description:**

4.1.8  
MULCHING-

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV US		STATE OF WEST VIRGINIA  SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	WATERING OF FLOWER BEDS	28.00000	EA	43.00	1,204.00

Comm Code	Manufacturer	Specification	Model #
70111706			

**Extended Description:**

4.1.8  
MULCHING-

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Question Deadline @ 3 PM	2022-02-25

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting  
Revised 02/08/2022

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: 02/25/2022 @ 3:00 PM

Submit Questions to: Melissa K. Pettrey, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [Melissa.K.Pettrey@wv.gov](mailto:Melissa.K.Pettrey@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Open End Contract for Bldg 84 Lawn Care  
BUYER: Melissa K. Pettrey, Senior Buyer  
SOLICITATION NO.: CRFQ GSD2200000034  
BID OPENING DATE: 03/08/2022  
BID OPENING TIME: 1:30 pm  
FAX NUMBER: 304-558-3970

Revised 02/08/2022

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to a Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: 03/08/2022 @ 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference

for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. 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.

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award.

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.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

**24. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.



## **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 one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract 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 Three (3) 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 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.

**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.

**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:

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**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 and must include the State as an additional insured 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 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: \_\_\_\_\_ 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: \$100,000.00 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.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**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. [Reserved]**

**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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.



**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 CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**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. PURCHASING AFFIDAVIT:** 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, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**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](mailto: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 supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award 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.

**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.

Cedric Greene, Director of Business Services  
(Name, Title)

(Printed Name and Title)

2 Virginia Street West Charleston WV 25302  
(Address)


304-346-0811 ext 1010 / 304-346-0815  
(Phone Number) / (Fax Number)

cgreene@goodwillkv.com  
(email 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 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.

Goodwill Industries of Kanawha Valley, Inc  
(Company)

  
(Authorized Signature) (Representative Name, Title)

Cedric Greene, Director of Business Services  
(Printed Name and Title of Authorized Representative)

3-6-22  
(Date)

304-346-0811 ext 1010 / 304-346-0815  
(Phone Number) (Fax Number)

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- 4.1.1.2 Leaf Blowing and Disposal:** Upon request (usually in the Fall, approximately 15 times per year), Contractor shall remove all leaves (to the satisfaction of the Owner) from the area designated in the Site Plan and dispose of off-site.
- 4.1.1.3 Trimming of Shrubs and Trees:** Upon request (usually twice per year), Contractor shall trim all shrubs and trees within the Site Plan area. Trimming shall not exceed more than 20% of the growth, leaving live and green leaf area around the circumference of the plant. All dead branches shall be properly pruned. All trimmed materials shall be removed off-site by the Contractor and disposed of properly.
- 4.1.1.4 Overseeding:** Upon request, Contractor shall overseed lawn (typically once per year, in late Summer); Vendor shall use Wetsel Class Act 2, (or equal): Must be a blend of 4-5 turf type, tall fescues, dark green in color (year-round), dense, disease resistant, drought tolerant, moderate shade tolerant. Vendor shall spread seed at a rate of 6 lbs. per 1000 square foot. Seeding shall be performed using a slit-seeder, not broadcast method.
- 4.1.1.5 Edging Shrub and Tree Beds:** Upon request (typically twice per year, in the Spring and Fall), Contractor shall edge shrub and tree beds. Contractor shall edge the shrub beds 3-4" deep around their perimeters. The tree swells shall be edged 3 -4" deep at the outer edge of the root base, 4-6 feet in diameter depending on the size of the tree.
- 4.1.1.6 Weeding Shrub and Tree Beds:** Upon request (typically during Spring through Fall), Contractor shall remove all weeds and unwanted plant material (as determined by Owner) and dispose of off-site (or in Owner-provided dumpster on-site, with Owner approval).
- 4.1.1.7 Lawn Fertilizing:** Upon request (typically four times a year), Contractor shall apply fertilizer per manufacturer's recommendation at a rate of 1 lb. nitrogen per 1000 square feet per (or 4 lbs. per season). Nitrogen shall be "slow release".
- 4.1.1.7.1** Early spring application (February-April): Apply crabgrass preventer; Scott's Turf Builder with Halts Crabgrass Preventer (or equal). Product must be a slow-release fertilizer. Should prevent crabgrass all season. Fertilizer analysis: 30-0-4.
- 4.1.1.7.2** Late spring application (April-May): Apply fertilizer with weed preventer; Scott's Turf Builder with PLUS 2 Weed Control (or equal). Kills dandelions and major weeds; must be slow-release lawn fertilizer. Fertilizer analysis: 28-1-4.

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**4.1.1.7.3** Summer application (June –August): Apply fertilizer with insect control; Scott’s Turf Builder with Summerguard (or equal). Fertilizer must be slow release, kill insects and strengthen against drought. Fertilizer analysis: 20-0-8.

**4.1.1.7.4** Fall application (September-November): Apply fertilizer with winterizer; Scott’s Turf Builder Winterguard (or equal). Fertilizer must be slow release. Fertilizer analysis: 32-0-10.

**4.1.1.8 Mulching:** Upon request (typically twice per year), Contractor shall mulch all flower/shrub beds and tree swells in the Site Plan area, as follows:

**4.1.1.8.1** Vendor shall use double shredded mulch in flower beds and around trees and shrubs. Vendor shall cover the existing surface with 2-3 inches of mulch. All existing mulch shall be removed prior to installing new mulch.

**4.1.1.8.2** Hardwood shredded mulch materials must be made of 100% hardwood, uniform in size, harvested and debarked, free of chemical treatments and additives, color must be approved by owner.

**4.1.1.9 Watering (Irrigating) of Flower Beds:** Upon request (generally twice per week – on Mondays and Thursdays – during the months of June through August), Vendor shall water the flowers in the bed surrounding the entrance sign. Plants shall be watered as required so to sustain optimum growth. If, during the execution of any requested work under this Contract, the Contract finds that further watering is required, Vendor shall notify Owner. Watering shall be done early in the morning prior to plants being exposed to full sun. Agency reserves the right to verbally cancel any requested watering due to satisfactory precipitation; Vendor should check with Owner prior to performing any requested watering where there has been satisfactory precipitation to sustain optimum growth immediately preceding the schedule watering.

Vendor may use Owner-provided hose connection outside building (Owner will provide or otherwise make available any necessary hose key). Vendor shall provide its own hose, watering nozzle or any other equipment required to complete this task.



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- 4.1.1.10** Prior to beginning Contract Services during any site visit, Vendor (or any of the Vendor's personnel) must check-in in person with Agency-designated representative at the building. Upon completion of any site visit, the contractor shall notify the GSD Grounds Supervisor to confirm that work has been performed, to specify which of the services were undertaken, and/or to provide notification of any problems or extraordinary circumstances that prevented a Contract Service from being performed in its entirety. Agency will provide contact information for all relevant personnel to the successful Vendor prior to issuing any delivery orders. Prior to beginning Contract Services during any site visit, Vendor (or any of the Vendor's personnel) must check-in in person with Agency-designated representative at the building. Upon completion of any site visit, the contractor shall notify the GSD Grounds Supervisor to confirm that work has been performed, to specify which of the services were undertaken, and/or to provide notification of any problems or extraordinary circumstances that prevented a Contract Service from being performed in its entirety. Agency will provide contact information for all relevant personnel to the successful Vendor prior to issuing any delivery orders.
- 4.1.1.11** Vendor shall perform all services between 6 a.m. and 5 p.m., Monday through Friday, unless approved in advance by the Agency. Weekend work may be permitted, with prior approval of the Agency.
- 4.1.1.12** Vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State, or municipal, along with all regulations, and ordinances or any regulating body. Vendor applying any pesticide product or any combination product containing a pesticide shall provide agency with copies of current Commercial Pesticide Applicator license, current Pesticide Applicator Business License, and current Registered Spray Technician licenses, valid through the WV Department of Agriculture for the current year(s) of this contract. The successful Vendor shall provide the aforementioned licenses upon request.
- 4.2** Prior to beginning any work covered by the Contract, Vendor shall have read, reviewed, and acknowledged in writing the attached Jobsite Safety Handbook (Exhibit C).
- 4.3** Brand specifications are given to establish a level of performance only, and not to limit competition. Prior to applying products other than those specified, the Vendor must provide to the Agency manufacturer's information verifying products meet quality standards set by the specifications herein. The Vendor shall provide an MDS (*Material Data Sheet*) for each product prior to its application.

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**4.4** All equipment and chemicals used for lawn and landscape services must be in conformance with all applicable federal, state, and local regulations. Losses incidental to the correct application of the product in its intended uses should not be expected to be harmful to the environment. All empty fertilizer bags and chemical containers must be disposed of properly off site. Dumpsters on the State property shall not be used.

**4.5** Vendor shall supply all tools, tool accessories, personal safety equipment, supplies and materials necessary to execute the responsibilities of this Contract.

**5. CONTRACT AWARD:**

**5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**5.2 Pricing Page:** Vendor should complete the Pricing Page by indicating Unit Price (for each service) multiplied by the Estimated Quantity to calculate the Total Price per Item. The Total Bid will be the sum of the Total Price per Item, as indicated on the Pricing Page. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

**6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

**7. ORDERING PROCEDURE:** When needed, the Agency will issue an Agency Delivery Order (ADO) which will include all services to be provided during the period indicated by the ADO. Successful Vendor will provide a contact name, telephone number, fax number, and/or email address to which Agency will send ADO's. Upon receipt of the ADO, Vendor shall contact Grounds Supervisor to coordinate specific scheduling of site visits to perform Contract Services. Agency reserves the right to cancel or reschedule any ADO, whole or in part, giving notification to the Vendor prior to service being performed.

REQUEST FOR QUOTATION  
Lawn Care Services for Building 84  
GSD CRFQ 2200000034

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- 8. PAYMENT:** Agency shall pay Unit Price per service, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Vendor must invoice monthly or per site visit, listing the services performed from the assigned ADO, and including the assigned ADO number on each invoice.

Invoices shall be emailed to: [GSDInvoices@wv.gov](mailto:GSDInvoices@wv.gov)

Or, mailed to: WV Department of Administration – GSD  
112 California Avenue, Fifth Floor  
Charleston, WV 25305

- 9. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

- 10. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

**10.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

**10.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

**10.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

**10.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

**10.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION  
Lawn Care Services for Building 84  
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**11. VENDOR DEFAULT:**

11.1. The following shall be considered a vendor default under this Contract.

11.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

11.1.2. Failure to comply with other specifications and requirements contained herein.

11.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

11.1.4. Failure to remedy deficient performance upon request.

11.2. The following remedies shall be available to Agency upon default.

11.2.1. Immediate cancellation of the Contract.

11.2.2. Immediate cancellation of one or more release orders issued under this Contract.

11.2.3. Any other remedies available in law or equity.

**12. MISCELLANEOUS:**

12.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Harry Wilmoth

Telephone Number: 304-552-6010

Fax Number: 304-346-0815

Email Address: Rwilmoth@goodwillkv.com

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# Goodwill



Industries of Kanawha Valley, Inc.

215 Virginia Street West  
Charleston, WV 25302  
PH: 304-346-0811 Ext: 1010

## **Sealed Bid**

**Open End Contract for Lawn Care Services Building 84**

**SOLICITATION NO: CRFQ GSD2200000034**

**BUYER: Melissas K. Pettrey, Senior Buyer**

**BID OPENING DATE: Tuesday, March 8, 2022**

**BID OPENING TIME: 1:30 PM**

**FAX NUMBER: 304-558-3970**

## WEST VIRGINIA PURCHASING DIVISION

2019 WASHINGTON STREET, EAST • CHARLESTON, WV 25305  
TELEPHONE: 304-558-2306 • BID FAX: 304-558-3970

*"To provide prudent and fair spending practices in procuring quality goods and services at the lowest cost to state taxpayers by maximizing efficiencies and offering guidance to our customers."*

03/08/22 12:41:00  
WV Purchasing Division

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## Qualifications

Goodwill Industries of Kanawha Valley, Inc. also hereinafter referred to as Goodwill is submitting a bid proposal as a qualified firm to provide lawn care services to WV Division of Purchasing for Building 84.

### THE COMPANY:

Goodwill Industries of Kanawha Valley, Inc. was established in 1956. Since this time, Goodwill has served thousands of people with disabilities and other barriers to employment. Our staff and Board of Directors are committed to assisting those with disabilities or those who are otherwise disadvantaged to achieve full participation and integration into society through the power of work.

Since its establishment in 1956, in the Kanawha Valley, Goodwill has strived to establish working relationships and partnerships with many community agencies, thus expanding the many resources available to us to provide the highest quality services in the valley and most recently to the Parkersburg area. In 1990, through employment opportunities, we have enlarged our custodial and lawn care contract services. We offer an extensive janitorial service employing over 200 employees. Currently Goodwill is responsible for the daily custodial service and weekly lawn care service of over 100 acres of State, Federal and private industry properties. Goodwill holds several federal contracts in cooperation with Source America, the clearinghouse for federal government facility programs is rigorous in meeting performance objectives.



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## 2. LAWN CARE SERVICE REFERENCES: (Additional references at request)



### **Robert C. Byrd Federal Courthouse, Charleston**

#### **Matthew Hinds, Property Manager**

Manager Property Management Division Charleston Field Office  
681-313-4201 (desk)

304-545-1020 (mobile)

[matthew.hinds@gsa.gov](mailto:matthew.hinds@gsa.gov)

300 Virginia Street East

Charleston, WV 25301

Total Footage: 2 acres

Years of Experience with Goodwill as provider: 20 Years

Chief Responsibility: Maintaining lawn at 3" to 3.5" throughout the growing season. Mulching enclosed flowerbeds twice per season. Planting spring/summer flowers; planting fall flowers. Maintaining flower beds with fertilizer/4 times per year. Herbicidal treatment to pavers to keep free of weeds.



### **NOAA**

National Weather Service

400 Parkway Road

Charleston, WV 25309

Phone: 304-356-5885

Total footage: 2 acres

Years of Experience with Goodwill as provider: 10 years

Chief Responsibilities: 9 months per year, provide grass cutting, shrub trimming, mulch replacement, leaf removal and weed removal.



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**girl scouts**  
of black diamond



**Girl Scouts of Black Diamond Council**

321 Virginia Street West

Charleston, WV 25302

Joe Whittington, Director of Facilities

304-345-7722 ext 1037

[joe.whittington@bdgsc.org](mailto:joe.whittington@bdgsc.org)

Square Footage: 2 acres grass

Years of Experience with Goodwill as provider: 10 year

Chief Responsibilities: Weekly grass cutting through the growing season. Trimming, edging, leaf removal.

**WVDNR**

West Virginia Division of Natural Resources

Plenty of parking. No camping



**WV Division of Natural Resources**

Jeff Hansbarger, Fish Biologist: [Jeff.L.Hansbarger@wv.gov](mailto:Jeff.L.Hansbarger@wv.gov)

Mark T. Scott, Fish Biologist: [Mark.T.Scott@wv.gov](mailto:Mark.T.Scott@wv.gov)

Square Footage: 30 acres

Years of Experience with Goodwill as a provider: 10 years

Chief Responsibilities: Over 20 various boat launch and water access sites, we maintain year-round the trash removal, large item removal, quality of site equipment (ramps, parking, etc.) and cut grass. These sites include various lakes through out Jackson County, River access to Kanawha, Elk, Coal River. This includes Forks of Coal.





### **The Courtyards of Tucker's Landing**

PO Box 342

Williamstown, WV 26187

Owner: Jeff Martin

Square Footage: 7 Homes, with a potential of 25. .50 acres per home.

Years of Experience with Goodwill: 3 years

Chief Responsibilities: Year-round service which includes grass cutting, edging, trimming, shrub trimming, weed removal, leaf removal.



**Charleston-Kanawha Housing**



### **Charleston-Kanawha Housing Authority**

1525 West Washington Street

Charleston, WV 25387

Facilities Director: Kenny Powell

Phone: 304-546-2646

E-mail: [kpowell@ckha.com](mailto:kpowell@ckha.com)

Square footage; 60 acres

Years of Experience: 9 years

Chief Responsibilities: Cutting season to cut every 10 days, trimming, leaf mulch, edging, trash removal. Work areas include: 4 high rise sites, Administration Office, Washington Manor, Rand, Dunbar, Scattered Sites, Hill Crest, Oak Hurst properties.



**WV School Building Authority**

Attn: Sue Chapman

2300 Kanawha Blvd. E

Charleston, WV 25311

Phone: 304-558-2541

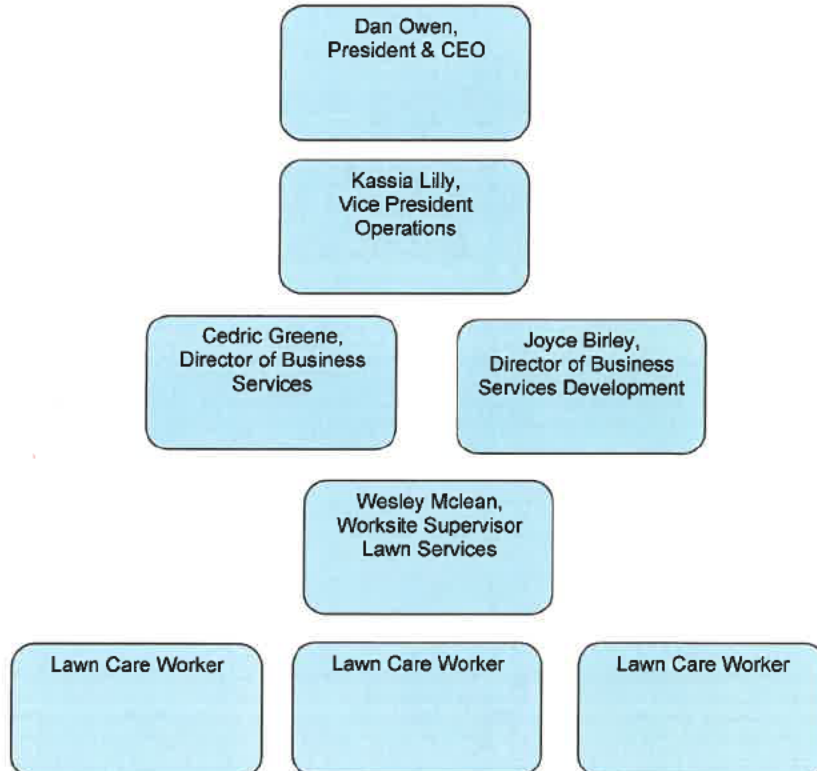
e-mail: Sue.Chapman@wv.gov

Years of Service: 8 years

Square Footage: 2 Acres

Chief Responsibilities: Fertilizing, Mulch removal/replacement, Lawn cut, Shrub cutting, Tree limb removal, Pressure wash, Edging, Trimming

**Staffing and Management Plan:**



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**Quality Control Procedures:** Business Services has a layered tracking of quality control starting with the Worksite Supervisor, Area Accounts Manager, and to wrap it up review of the Director. Inspections are scheduled based on the Scope of Work and more frequent if needed. With these layers of attention, direct feedback in either email, text or log will be made to the customer. Follow up to insure there is no return of concern is responsibility of the Area Accounts Manager.

Safety Data Sheets will be made available and kept on site and provided upon award.

**Uniform Shirts:** See below. GIKV when possible, to utilize local vendors when possible. The uniform shirts are no exception. These are manufactured in Nitro, WV through East Coat Tees. Every employee is expected to wear the shirt identifying them as grounds staff. This is grounds worker, solely for the convenience of our customers and being able to see assistance from staff when needed. From time to time we will have celebration shirts that depict a designated celebration, but all shirts will have the Goodwill Logo on the front. Grounds workers shirt color is a Safety Yellow/Green.



## QUALITY ASSURANCE STATEMENT

The Goodwill Industries of Kanawha Valley, Inc. has performed grounds services for various state, federal and private commercial properties for over 15 years. Goodwill Industries has maintained a very high standard of service quality.

Goodwill Industries has a fully trained and capable staff in place. If occasions arise where personnel changes must be made, each new employee will receive the same comprehensive training all our employees receive. Additional training for all employees is given by the equipment and chemical manufacturer's representatives who supply Goodwill. Goodwill Industries will surrender before usage, any SDS (Safety Data Sheets) to the Customer for storage in compliance with OSHA regulations.

All present employees on the contract have Independent Security Clearance. This practice will continue for each new hire. Goodwill complies with and will continue to comply with all wages & benefits provisions dictated by the Department of Labor.

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**Goodwill Industries of Kanawha Valley, Inc.**  
**CONTACT SHEET**

<u>NAME</u>	<u>WORK PHONE</u>	<u>CELL PHONE</u>
Wesley Mclean, Worksite Supervisor <a href="mailto:wmclean@goodwillkv.com">wmclean@goodwillkv.com</a>		470-560-8201
Rusty Wilmoth, Area Operations Manager <a href="mailto:rwilmoth@goodwillkv.com">rwilmoth@goodwillkv.com</a>		304-552-6010
Cedric Greene, Director of Business Services <a href="mailto:jbirley@goodwillkv.com">jbirley@goodwillkv.com</a>		304-747-0626
Joyce Birley, Director of Business Services Development <a href="mailto:jbirley@goodwillkv.com">jbirley@goodwillkv.com</a>		304-784-0434



Respectfully submitted by:

A handwritten signature in black ink, which appears to read 'Joyce L. Birley', is written over the printed name and title.

Joyce L. Birley, Director of Business Services Development  
Goodwill Industries of Kanawha Valley, Inc.  
215 Virginia Street W. Charleston, WV 25302  
PH: 304-346-0811 Ext: 1019 CELL: 304-784-0434  
[jbirley@goodwillkv.com](mailto:jbirley@goodwillkv.com)

REQUEST FOR QUOTATION  
Lawn Care Services for Building 84  
GSD CRFQ 220000034

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the General Services Division to establish an open-end contract for Lawncare Services at Building 84 (Cornerstone Building) located 1409 Greenbrier Street, Charleston, WV.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Services”** means lawncare services as more fully described in these specifications.
  - 2.2 **“Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
  - 3.1. The Vendor must have completed five (5) successful lawncare services contracts in the past three (3) years. References to indicate completion of those projects should be provided upon Agency request.
4. **MANDATORY REQUIREMENTS:**
  - 4.1 **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.
    - 4.1.1 **Lawn Care Services**
      - 4.1.1.1 **Mowing, Trimming, and Edging of Grass:** Vendor shall cut grass to 3-3.5” height. Trimming shall be performed in all areas inaccessible to a mower. Vendor must establish a definable, clean cut and even edge between the sidewalks and lawn. Vendor shall ensure that grass clippings are removed from all hardscape services (e.g., sidewalks, alleyways, lots, etc.). Prior to mowing, trimming, and edging, as well as prior to leaving work site, Vendor must remove all litter and debris around dumpsters, fence lines, parking lots and parking lot right of way entrances.

REQUEST FOR QUOTATION  
Lawn Care Services for Building 84  
GSD CRFQ 2200000034

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- 4.1.1.2 Leaf Blowing and Disposal:** Upon request (usually in the Fall, approximately 15 times per year), Contractor shall remove all leaves (to the satisfaction of the Owner) from the area designated in the Site Plan and dispose of off-site.
- 4.1.1.3 Trimming of Shrubs and Trees:** Upon request (usually twice per year), Contractor shall trim all shrubs and trees with the Site Plan area. Trimming shall not exceed more than 20% of the growth, leaving live and green leaf area around the circumference of the plant. All dead branches shall be properly pruned. All trimmed materials shall be removed off-site by the Contractor and disposed of properly.
- 4.1.1.4 Overseeding:** Upon request, Contractor shall overseed lawn (typically once per year, in late Summer); Vendor shall use Wetsel Class Act 2, (or equal): Must be a blend of 4-5 turf type, tall fescues, dark green in color (year-round), dense, disease resistant, drought tolerant, moderate shade tolerant. Vendor shall spread seed at a rate of 6 lbs. per 1000 square foot. Seeding shall be performed using a slit-seeder, not broadcast method.
- 4.1.1.5 Edging Shrub and Tree Beds:** Upon request (typically twice per year, in the Spring and Fall), Contractor shall edge shrub and tree beds. Contractor shall edge the shrub beds 3-4" deep around their perimeters. The tree swells shall be edged 3 -4" deep at the outer edge of the root base, 4-6 feet in diameter depending on the size of the tree.
- 4.1.1.6 Weeding Shrub and Tree Beds:** Upon request (typically during Spring through Fall), Contractor shall remove all weeds and unwanted plant material (as determined by Owner) and dispose of off-site (or in Owner-provided dumpster on-site, with Owner approval).
- 4.1.1.7 Lawn Fertilizing:** Upon request (typically four times a year), Contractor shall apply fertilizer per manufacturer's recommendation at a rate of 1 lb. nitrogen per 1000 square feet per (or 4 lbs. per season). Nitrogen shall be "slow release".
- 4.1.1.7.1** Early spring application (February-April): Apply crabgrass preventer; Scott's Turf Builder with Halts Crabgrass Preventer (or equal). Product must be a slow-release fertilizer. Should prevent crabgrass all season. Fertilizer analysis: 30-0-4.
- 4.1.1.7.2** Late spring application (April-May): Apply fertilizer with weed preventer; Scott's Turf Builder with PLUS 2 Weed Control (or equal). Kills dandelions and major weeds; must be slow-release lawn fertilizer. Fertilizer analysis: 28-1-4.

REQUEST FOR QUOTATION  
Lawn Care Services for Building 84  
GSD CRFQ 2200000034

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- 4.1.1.7.3** Summer application (June –August): Apply fertilizer with insect control; Scott’s Turf Builder with Summerguard (or equal). Fertilizer must be slow release, kill insects and strengthen against drought. Fertilizer analysis: 20-0-8.
- 4.1.1.7.4** Fall application (September-November): Apply fertilizer with winterizer; Scott’s Turf Builder Winterguard (or equal). Fertilizer must be slow release. Fertilizer analysis: 32-0-10.
- 4.1.1.8 Mulching:** Upon request (typically twice per year), Contractor shall mulch all flower/shrub beds and tree swells in the Site Plan area, as follows:
- 4.1.1.8.1** Vendor shall use double shredded mulch in flower beds and around trees and shrubs. Vendor shall cover the existing surface with 2-3 inches of mulch. All existing mulch shall be removed prior to installing new mulch.
- 4.1.1.8.2** Hardwood shredded mulch materials must be made of 100% hardwood, uniform in size, harvested and debarked, free of chemical treatments and additives, color must be approved by owner.
- 4.1.1.9 Watering (Irrigating) of Flower Beds:** Upon request (generally twice per week – on Mondays and Thursdays – during the months of June through August), Vendor shall water the flowers in the bed surrounding the entrance sign. Plants shall be watered as required so to sustain optimum growth. If, during the execution of any requested work under this Contract, the Contract finds that further watering is required, Vendor shall notify Owner. Watering shall be done early in the morning prior to plants being exposed to full sun. Agency reserves the right to verbally cancel any requested watering due to satisfactory precipitation; Vendor should check with Owner prior to performing any requested watering where there has been satisfactory precipitation to sustain optimum growth immediately preceding the schedule watering.
- Vendor may use Owner-provided hose connection outside building (Owner will provide or otherwise make available any necessary hose key). Vendor shall provide its own hose, watering nozzle or any other equipment required to complete this task.



REQUEST FOR QUOTATION  
Lawn Care Services for Building 84  
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- 4.1.1.10** Prior to beginning Contract Services during any site visit, Vendor (or any of the Vendor's personnel) must check-in in person with Agency-designated representative at the building. Upon completion of any site visit, the contractor shall notify the GSD Grounds Supervisor to confirm that work has been performed, to specify which of the services were undertaken, and/or to provide notification of any problems or extraordinary circumstances that prevented a Contract Service from being performed in its entirety. Agency will provide contact information for all relevant personnel to the successful Vendor prior to issuing any delivery orders. Prior to beginning Contract Services during any site visit, Vendor (or any of the Vendor's personnel) must check-in in person with Agency-designated representative at the building. Upon completion of any site visit, the contractor shall notify the GSD Grounds Supervisor to confirm that work has been performed, to specify which of the services were undertaken, and/or to provide notification of any problems or extraordinary circumstances that prevented a Contract Service from being performed in its entirety. Agency will provide contact information for all relevant personnel to the successful Vendor prior to issuing any delivery orders.
- 4.1.1.11** Vendor shall perform all services between 6 a.m. and 5 p.m., Monday through Friday, unless approved in advance by the Agency. Weekend work may be permitted, with prior approval of the Agency.
- 4.1.1.12** Vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State, or municipal, along with all regulations, and ordinances or any regulating body. Vendor applying any pesticide product or any combination product containing a pesticide shall provide agency with copies of current Commercial Pesticide Applicator license, current Pesticide Applicator Business License, and current Registered Spray Technician licenses, valid through the WV Department of Agriculture for the current year(s) of this contract. The successful Vendor shall provide the aforementioned licenses upon request.
- 4.2** Prior to beginning any work covered by the Contract, Vendor shall have read, reviewed, and acknowledged in writing the attached Jobsite Safety Handbook (Exhibit C).
- 4.3** Brand specifications are given to establish a level of performance only, and not to limit competition. Prior to applying products other than those specified, the Vendor must provide to the Agency manufacturer's information verifying products meet quality standards set by the specifications herein. The Vendor shall provide an MDS (*Material Data Sheet*) for each product prior to its application.



REQUEST FOR QUOTATION  
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4.4 All equipment and chemicals used for lawn and landscape services must be in conformance with all applicable federal, state, and local regulations. Losses incidental to the correct application of the product in its intended uses should not be expected to be harmful to the environment. All empty fertilizer bags and chemical containers must be disposed of properly off site. Dumpsters on the State property shall not be used.

4.5 Vendor shall supply all tools, tool accessories, personal safety equipment, supplies and materials necessary to execute the responsibilities of this Contract.

**5. CONTRACT AWARD:**

**5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**5.2 Pricing Page:** Vendor should complete the Pricing Page by indicating Unit Price (for each service) multiplied by the Estimated Quantity to calculate the Total Price per Item. The Total Bid will be the sum of the Total Price per Item, as indicated on the Pricing Page. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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REQUEST FOR QUOTATION  
Lawn Care Services for Building 84  
GSD CRFQ 2200000034

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- 8. PAYMENT:** Agency shall pay Unit Price per service, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Vendor must invoice monthly or per site visit, listing the services performed from the assigned ADO, and including the assigned ADO number on each invoice.

Invoices shall be emailed to: [GSDInvoices@wv.gov](mailto:GSDInvoices@wv.gov)

Or, mailed to: WV Department of Administration – GSD  
112 California Avenue, Fifth Floor  
Charleston, WV 25305

- 9. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 10. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 10.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 10.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 10.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 10.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 10.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION  
Lawn Care Services for Building 84  
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**11. VENDOR DEFAULT:**

**11.1.** The following shall be considered a vendor default under this Contract.

**11.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.

**11.1.2.** Failure to comply with other specifications and requirements contained herein.

**11.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

**11.1.4.** Failure to remedy deficient performance upon request.

**11.2.** The following remedies shall be available to Agency upon default.

**11.2.1.** Immediate cancellation of the Contract.

**11.2.2.** Immediate cancellation of one or more release orders issued under this Contract.

**11.2.3.** Any other remedies available in law or equity.

**12. MISCELLANEOUS:**

**12.1. Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Harry Wilmoth  
**Telephone Number:** 304-552-6010  
**Fax Number:** 304-346-0815  
**Email Address:** Rwilmoth@goodwillkr.com

**EXHIBIT A: LAWN CARE SERVICES PRICING PAGE**

**Cornerstone Building, BUILDING 84**

**1409 Greenbrier Street**

**CHARLESTON, WV**

Item Description	Specifications			Total Price per Item
	Section	Unit Price	QTY*	
MOWING, TRIMMING AND EDGING GRASS	4.1.1	\$ <u>52.20</u>	X 32 = A	\$ <u>1,670.40</u>
LEAF BLOWING AND DISPOSAL	4.1.2	\$ <u>48.10</u>	X 15 = B	\$ <u>721.50</u>
TRIMMING OF SHRUBS AND TREES	4.1.3	\$ <u>120.00</u>	X 2 = C	\$ <u>240.00</u>
OVERSEEDING	4.1.4	\$ <u>120.00</u>	X 1 = D	\$ <u>120.00</u>
EDGING SHRUB AND TREE BEDS	4.1.5	\$ <u>60.00</u>	X 2 = E	\$ <u>120.00</u>
WEEDING SHRUB AND TREE BEDS	4.1.6	\$ <u>35.00</u>	X 15 = F	\$ <u>525.00</u>
LAWN FERTILIZING	4.1.7	\$ <u>140.00</u>	X 4 = G	\$ <u>560.00</u>
MULCHING	4.1.8	\$ <u>380.00</u>	X 2 = H	\$ <u>760.00</u>
WATERING OF FLOWER BEDS	4.1.9	\$ <u>43.00</u>	X 28 = I	\$ <u>1,204.00</u>
		<b>TOTAL BID</b>	=	\$ <u>5,920.90</u> (A+B+C+D+E+F+G+H+I)

\*Note: Quantities listed herein are for bid evaluation purposes; no guarantee of any actual order quantities should be implied.

GSD1003269 - Exhibit E Site Map

1409 Greenbrier Street

Greenbrier St

174

Elk Twomile Creek

174

Greenbrier St

Elk Twomile Creek

Google



# Jobsite Safety Handbook

For Contractors

Department of Administration (DOA)

General Services Division (GSD)

112 California Avenue  
Building Four, 5<sup>th</sup> Floor  
Charleston, WV

THIS HANDBOOK IS TO BE POSTED IN A VISIBLE AREA AT ALL CONSTRUCTION  
PROJECTS AND/OR CONTRACTOR WORKSITES

Contractor Contact: Cedric Greene Phone #: 304-747-0626

EMERGENCY CONTACTS:

Project Manager:

Name: Rusty Wilmoth Phone #: 304-552-6010

Emergency Services #: 304-346-0811 ext 1010

GSD Safety Section:

112 California Ave, Bldg.4 5<sup>th</sup> Floor. Charleston, WV 25305

Jonathan Trout: Work# 304 352-5522 Cell# 304-205-2721

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Revision 8/17/21

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# JOBSITE SAFETY HANDBOOK

The following is a summary of applicable jobsite safety requirements. This handbook is intended to be used as a guide and in no way reflects all applicable safety requirements. All employees are responsible for ensuring a safe working environment. All hazards must be addressed regardless if they have been addressed in this handbook. All contractors working on GSD projects are required to follow OSHA regulations.

GSD safety and health procedures are available for review 24/7 in the Main Capitol Building basement, MB-69.

## 1. BUILDING ALARMS

In the event of a fire, sound the alarm and/or notify other building occupants immediately. Contractor personnel shall respond appropriately to all alarms by exiting the building immediately and remaining at least 50 feet from the building to allow for emergency response access.

## 2. PERSONAL PROTECTIVE EQUIPMENT (PPE)

Workers must use personal protective equipment, such as:

- Hard hats when overhead, falling or flying hazards exist;
- Safety glasses or face shields for welding, cutting, nailing (including pneumatic), or when working with concrete and/or harmful chemicals;
- Proper shoes or boots to lessen slipping hazards and prevent toe crushing and nail punctures;
- Safety belts and/or harness systems for fall protection.

## 3. HOUSEKEEPING AND ACCESS AROUND SITE

- Keep all walkways and stairways clear of trash/debris and other materials such as tools and supplies to prevent tripping.
- Keep boxes, scrap lumber and other materials picked up and put in a dumpster or trash/debris area to prevent fire and tripping hazards.
- Provide enough light to allow workers to see and to prevent accidents.

## 4. STAIRS AND LADDERS

- All stairs are to be equipped with standard handrails.
- Keep ladders in good condition and free of defects – Do not use job made ladders.
- Inspect ladders before use for broken rungs or other defects so falls don't happen. Discard defective ladders.
- Secure ladders at the top and brace or tie off at the bottom to prevent them from slipping and causing falls.



## 5. SCAFFOLDS AND OTHER WORK PLATFORMS

Scaffolding is to be assembled and used according to OSHA regulations.

General scaffolding guidance:

- Provide ladders or stairs to access scaffold and work platforms safely.
- Keep scaffolds and work platforms free of debris. Keep tools and materials as neat as possible on scaffolds and platforms. This will help prevent materials from falling and workers from tripping.
- Erect scaffolds on firm and level foundations.
- Scaffold legs must be placed on firm footing and secured from movement or tipping, especially on dirt or similar surfaces (a good foundation is a must).
- Erecting and dismantling scaffolds must be under the supervision of a Competent Person.
- The competent person must inspect scaffolds before each use.
- Don't use blocks, bricks, or pieces of lumber to level or stabilize the footings. Manufactured base plates or "mud sills" made of hardwood or equivalent can be used.

Planking:

- Fully plank or use manufactured decking to provide a full work platform on scaffolds. The platform decking and/or scaffold planks must be scaffold grade and not have any visible defects.
- Extend planks or decking material at least 6' over the edge or cleat them to prevent movement. The work platform or planks must not extend more than 12" beyond the end supports to prevent tipping when stepping or working.
- Be sure that manufactured scaffolds are the proper size and that the end hooks are attached to the scaffold frame.

Guardrails:

- Guard scaffold platforms that are more than 10 feet above the ground or floor surface must have a standard guardrail. If guardrails are not practical, use other fall protection devices such as safety belts/harnesses and lanyards.
- Place the top rail approximately 42" above the work platform or planking, with a mid-rail about half that high at 21".
- Install toe boards when other workers are below the scaffold.

## 6. FALL PROTECTION

OSHA has specific and detailed requirements for fall protection – refer to 29 CFR 1926 Subpart M, 29 CFR 1910, 29 CFR Subpart I. A few of those requirements are listed below:

### **Guarding:**

- Install guardrails around open floors and walls when the fall distance is 4' or more. The top rail must withstand a 200 lb load.
- Construct guardrails with a top rail approximately 42" high with a midrail about half that high at 21".
- Install toe boards when other workers are below the work area.
- Cover floor openings larger than 2x2 (inches) with material to safely support the working load.
- Use other fall protection systems like personal fall arrest systems (harness & lanyard), slide guards, roof anchors or alternative safe work practices when a guardrail system cannot be used. Only wear proper shoes or footwear to lessen slipping hazards.
- Train workers on safe work practices before performing work on foundation walls, roofs, trusses, or where performing exterior wall erections and floor installations.
- Flagging systems can be used, where appropriate. Flagging systems must comply with OSHA guidance.

## **7. EXCAVATION AND TRENCHING**

Refer to OSHA regulations for excavation and trenching requirements, along with regulations for walking and working surfaces: 29 CFR 1926 Subpart P, 29 CFR 1910 Subpart D

Some of the Excavation and Trenching requirements are listed below:

- Find the location of all underground utilities by contacting West Virginia 811 before digging. Dial 811 or 800-245-4848.
- Keep workers away from digging equipment and never allow workers in an excavation when equipment is in use.
- Keep workers from getting between equipment in use and other obstacles and machinery that can cause crushing hazards.
- Keep equipment and the excavated dirt back 2 feet from the edge of the excavation.
- Have a competent person conduct daily inspections and correct any hazards before workers enter a trench or excavation.
- Provide workers a way to get into and out of a trench or excavation. Ladders and ramps can be used and must be within 25' of the worker.
- For excavations and utility trenches over 5 feet deep, use shoring (trench boxes), benching, or slope back the sides. Unless soil analysis has been completed, the earth's slope must be at least 1-1/2 horizontal to 1 vertical
- Keep water out of trenches with a pump or drainage system, and inspect the area for soil movement and potential cave-ins.
- Open ditches more than 24 hours or overnight must have fence protection.
- Keep drivers in the cab and workers away when dirt and other debris are being loaded into dump trucks. Workers must never be allowed under any load and must stay clear of the back of vehicles.

## **8. TOOLS AND EQUIPMENT**

- Maintain all hand tools and equipment in safe condition and check regularly for defects. Broken or damaged tools and equipment must be removed from the jobsite.
- Use double insulated tools, or ensure the tools are grounded (check for ground plug).
- Equip all power saws (circular, skill, table, etc) with blade guards. Saws must be turned off when unattended. Unplug all power tools when not in use.
- Make sure cords are not damaged. The outer insulation must not be cut or damaged.
- Pneumatic and powder-actuated tools must only be used by trained and experienced personnel. Require proper eye protection for workers.
- Never leave cartridges for pneumatic or powder-actuated tools unattended. Keep equipment in a safe place, according to manufacturer's instructions.

## **9. VEHICLES AND MOBILE EQUIPMENT**

- Inform workers verbally and provide training to stay clear of backing and turning vehicles and equipment with rotating cabs.
- Maintain back-up alarms for equipment with limited rear view or use someone to help guide them back.
- Verify experience or provide training to crane and heavy equipment operators.
- Maintain at least 10 foot clearance from overhead power lines when operating equipment.
- Block up the raised bed when inspecting or repairing dump trucks.
- Use a tag line to control materials moved by a crane.

## **10. ELECTRICAL**

- Prohibit work on new and existing energized (hot) electrical circuits until all power is shut off and a positive "Lockout/Tagout System" is in place.
- Maintain all electrical tools and equipment in safe condition and check regularly for defects.
- Broken or damaged tools and equipment must be removed from the jobsite.
- Protect all temporary power (including extension cords) with Ground Fault Circuit Interrupters (GFCI's). Plug into a GFCI protected temporary power pole, a GFCI protected generator, or use a GFCI extension cord to protect against shocks.
- Locate and identify overhead electrical power lines. Make sure that ladders, scaffolds, equipment or materials never come within 10 feet of electrical power lines.
- Exterior electrical must be approved (UL, NEMA, etc) for exterior use (no internal junction boxes).

## **11. FIRE PREVENTION**

- Provide fire extinguishers near all welding, soldering or other ignition sources.
- Avoid spraying of paint, solvents or other types of flammable materials in rooms with poor ventilation. Build up of fumes and vapors can cause explosions or fires.

- Store gasoline and other flammable materials in a safety can outdoors or in an approved storage facility. (Metal cans with self-sealing lids).

## **12. CHEMICAL HAZARDS**

All hazardous chemicals present in the workplace must have an up-to-date Material Safety Data Sheet (MSDS). All contractors shall maintain MSDS for chemicals used or stored at GSD facilities. All warnings and directions for use must be followed.

## **13. CONFINED SPACES**

By definition, a **confined space**:

- Is large enough for an employee to enter fully and perform assigned work;
- Is not designed for continuous occupancy by the employee; and
- Has a limited or restricted means of entry or exit.

These spaces may include underground vaults, tanks, storage bins, pits and diked areas, vessels, silos and other similar areas.

By definition, a **permit-required confined space** has one or more of these characteristics:

- Contains or has the potential to contain a hazardous atmosphere;
- Contains a material with the potential to engulf someone who enters the space;
- Has an internal configuration that might cause an entrant to be trapped or asphyxiated by inwardly converging walls or by a floor that slopes downward and tapers to a smaller cross section; and/or
- Contains any other recognized serious safety or health hazards.

Entry into confined spaces without an evaluation is forbidden. Entry into permit-required confined spaces requires compliance with all OSHA requirements. Entry into non-permit spaces will require an evaluation by GSD Safety to confirm that conditions remain non-permit required.

Contractors that perform confined space entry activities are required to comply with OSHA regulations. GSD will not provide confined space rescue equipment.

## **14. LOCK-OUT/TAG-OUT**

Before working on, repairing, adjusting or replacing equipment and machinery, all appropriate safety procedures, including lockout/tagout, must be utilized to place the machinery or equipment in a neutral or zero mechanical state.

Outside contractors are expected to have knowledge of lock-out/tag-out requirements.

Contractor Acknowledgement:

I, the undersigned, have read, reviewed and acknowledge my understanding of the General Services Division safety requirements, as set forth in this handbook. I am also aware that all applicable rules and regulations are to be followed, regardless of whether they are specifically mentioned in this handbook.

Contractor Representative (Print Name): Joyce Birley

Contractor Representative Signature: Joyce Birley Date: 3/6/22

This signed acknowledgement must be signed and returned to the GSD Safety Section prior to start of project work.

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 exceeds 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: Goodwill Industries of Kanawha Valley, Inc

Authorized Signature: [Signature] Date: 3-7-22

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 7 day of March, 2022.

My Commission expires September 27, 2026

AFFIX SEAL HERE  [Signature] NOTARY PUBLIC

Secretary of State  
1900 Kanawha Blvd., E  
Bldg. 1, Suite 157 - K  
Charleston, WV 25305  
Monday - Friday, 8:30 - 5 EST



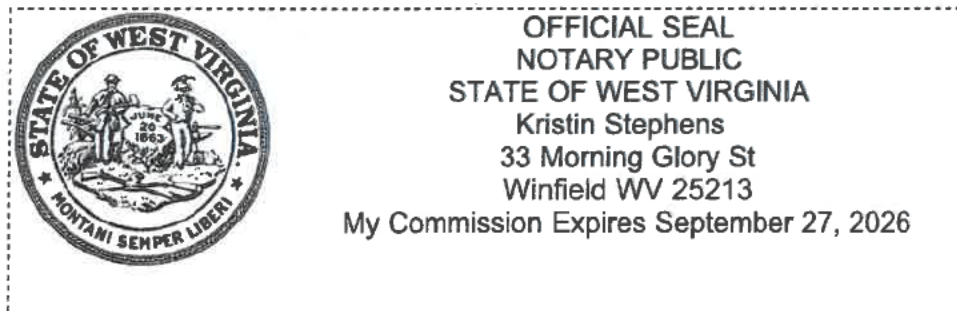
Notary Division  
Tel: (304) 558-8000  
Fax: (304) 558-8381  
Website: [www.wvsos.gov](http://www.wvsos.gov)  
Email: [notary@wvsos.gov](mailto:notary@wvsos.gov)

09/23/2021

**Kristin Stephens**

Your application to become a notary public has been approved by the Secretary of State's Office. Enclosed is your certificate commissioning you as a Notary Public. The certificate notes your commission date.

You will need to order a rubber stamp. The vendor you choose to make your notary stamp will need to have a copy of this letter in order to make the stamp. Below is the exact information that should appear on your stamp.



Please review the above information for any errors. If you find any errors please contact our office **BEFORE** having your stamp made. Please make sure that the stamp has a border and is no more than 1 x 2 ½ inches in size.

After your stamp is made, please check it to make sure that all the information is correct.

Remember, **READ THE NOTARY LAWS**. By being a notary, you are entrusted with a great responsibility for ensuring that signatures are valid on the documents you will be notarizing, and that the notarial act you perform is done according to the notary laws set forth in West Virginia Code §39-4.

Failure to provide a proper notary acknowledgement on documents is a violation of the notary code and may result in having your notary commission conditioned, suspended, or revoked. For any questions, contact the Business and Licensing Division at 304-558-8000 or [notary@wvsos.gov](mailto:notary@wvsos.gov).

Sincerely,  
Notary Division



# State of West Virginia



## CERTIFICATE

I, Andrew "Mac" Warner, Secretary of State  
of the State of West Virginia, hereby certify that

**Kristin Stephens**

Notary Id: [REDACTED]

is hereby commissioned as a Notary Public in the State of West Virginia for the period of five years from 09/27/2021, unless removed by the Office of Secretary of State, or the notary for reasons set forth in the West Virginia Code.



295091

Given under my hand and the Great  
Seal of the State of West Virginia  
on 09/23/2021

*Mac Warner*

Secretary of State