



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 1 List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1279879

Procurement Type: Central Master Agreement

Vendor ID: 000000205036

Legal Name: TERRACARE INC

Alias/DBA:

Total Bid: \$100,000.00

Response Date: 10/23/2023

Response Time: 13.47

Responded By User ID: JReedTerraCare

First Name: Jonathyn

Last Name: Reed

Email: jreed@terracareinc.com

Phone: 3043955274

SO Doc Code: CRFQ

SO Dept: 0211

SO Doc ID: GSD2400000008

Published Date: 10/20/23

Close Date: 10/25/23

Close Time: 13:30

Status: Closed

Solicitation Description: Snow Removal Services - Charleston Metro Buildings

Total of Header Attachments: 1

Total of All Attachments: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Snow Removal Services - Charleston Metro Buildings	1.00000	EA	100000.000000	100000.00

Comm Code	Manufacturer	Specification	Model #
72102903			

Commodity Line Comments: Attachment Provided with Section Breakdowns per the Solicitation. Varying prices per lot will not allow for an individual unit price because, this is also reoccurring work. The above unit price does not reflect contract but must be entered to proceed with submission.

Extended Description:

Snow Removal Services - Charleston Metro Buildings



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 - Prof

Proc Folder: 1279879		Reason for Modification:	
Doc Description: Snow Removal Services - Charleston Metro Buildings			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-10-12	2023-10-25 13:30	CRFQ 0211 GSD2400000008	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Vendor Signature X **FEIN#** **DATE**

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 Department of Administration, General Services Division, to establish an open-end contract for snow removal on various Department of Administration owned parking lots throughout Kanawha County, per the bid requirements, specifications and terms and conditions as attached hereto.

The work shall be performed at the following facilities:

Capitol Complex - see Exhibit B

Laidley Field Lots - see Exhibit C

DEP Building 37, Kanawha City - see Exhibit D

Plaza Four Building 74, South Charleston - see Exhibit E

Cornerstone Building 84 - see Exhibit F

Summer's Building 86 - see Exhibit G

INVOICE TO**SHIP TO**

DEPARTMENT OF
ADMINISTRATION

GENERAL SERVICES
DIVISION

103 MICHIGAN AVENUE

CHARLESTON

US

WV

STATE OF WEST VIRGINIA

JOBSITE - SEE
SPECIFICATIONS

No City

US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Snow Removal Services - Charleston Metro Buildings	1.00000	EA		

Comm Code

Manufacturer

Specification

Model #

72102903

Extended Description:

Snow Removal Services - Charleston Metro Buildings

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor question deadline @ 3:00 PM	2023-10-17

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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline: **Tuesday, October 17, 2023 by 3:00pm**

Submit Questions to: **Melissa Pettrey, Senior Buyer**
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: 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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wvOASIS*, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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*. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in *wvOASIS* are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in *wvOASIS*. 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 _____ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: Melissa Pettrey
SOLICITATION NO.: CRFQ GSD2400000008
BID OPENING DATE: Wednesday, October 25, 2023
BID OPENING TIME: 1:30 pm
FAX NUMBER: 304-558-3970

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: Wednesday, October 25, 2023 @ 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: 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: 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 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. 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.

23. 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.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

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 year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to 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:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

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

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

Other: Contract Term specified in _____

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

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

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

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

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

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

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

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

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

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

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

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

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

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

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

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

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

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

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

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

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

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

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

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

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

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

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

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

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

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

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

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

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

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

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

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

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

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

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

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

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

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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

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

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

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

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

(Printed Name and Title) George Bohach

(Address) 374 Kanawha Salines Drive Charleston, WV 25306

(Phone Number) / (Fax Number) (304) 925-4751

(email address) gbohach@terracareinc.com

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

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Terra Care Inc. _____

(Company)

(Signature of Authorized Representative)

George R. Bohach

(Printed Name and Title of Authorized Representative) (Date)

George R. Bohach - General Manager

(Phone Number) (Fax Number)

304-925-4751 304-925-4795

(Email Address)

REQUEST FOR QUOTATION
Snow Removal – Charleston Metro Office Buildings
CRFQ GSD240000008

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of The Department of Administration, General Services Division, to establish an open-end contract for snow removal on various Department of Administration owned parking lots throughout Kanawha County.

The work shall be performed at the following facilities:

Capitol Complex – see Exhibit B

Laidley Field Lots – see Exhibit C

DEP Building 37, Kanawha City – see Exhibit D

Plaza Four Building 74, South Charleston – see Exhibit E

Cornerstone Building 84 – see Exhibit F

Summer’s Building 86 – see Exhibit G

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 Snow Removal 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. **Vendor must have a minimum of five (5) years’ experience in snow removal for commercial building parking lots.**

4. **MANDATORY REQUIREMENTS:**

4.1 **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

REQUEST FOR QUOTATION
Snow Removal – Charleston Metro Office Buildings
CRFQ GSD2400000008

4.1.1 Equipment and Chemicals

4.1.1.1 All equipment and chemicals used for snow removal must be in conformance with all applicable federal, state, and local regulations. The Vendor shall use de-icing products that works down to -25⁰ F. Losses incidental to the correct application of the product in its intended uses should not be expected to be harmful to the environment. Successful Vendor shall submit SDS sheet(s) to the Agency prior to beginning any work. Vendor will be responsible for equipment and materials as follows:

The Vendor shall supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract. The Vendor will be responsible for all mileage and travel costs, including travel time, associated with the performance of this contract.

4.1.2 Costs

4.1.2.1 The Vendor shall provide an all-inclusive flat rate per building location for snow removal between 1-6 inches, snow removal services over 6 inches, and an all-inclusive flat rate per building for application of de-icing salt to be included under this Contract. The rate shall include labor, materials, equipment, tools, permits or other material as needed to complete the work. This all-inclusive rate shall represent cost per snow event. The Vendor shall be responsible for all materials associated with the performance and specifications of this Contract.

4.1.3 Snow Removal Service

4.1.3.1 Snow removal service shall be performed based on the amount of accumulation at each building site. Snow removal and application of de-icing salt shall be performed when snow accumulation exceeds 1 inch. Application of treated de-icing salt shall be performed when there is less than 1-inch snow accumulation and during icy conditions. The General Services Division will be responsible for removing snow and de-icing on all sidewalks and entryways EXCEPT for DEP Building at 610 57th Street, Charleston WV 25314, and Greenbrooke Building at 1124 Smith Street, Charleston, WV 25301. Sidewalks and entryways shall be included in the bid price for the DEP and Greenbrooke Buildings.

REQUEST FOR QUOTATION
Snow Removal – Charleston Metro Office Buildings
CRFQ GSD240000008

- 4.1.3.1.1 Vendor shall remove snow to a location that does not block access to walkways, handicap ramps, handicap parking spaces, parking meters, fire hydrants, and utility or generator access points.
- 4.1.3.1.2 Agency reserves the right to request excess piles of snow may be requested to be removed during major snowfall events or prolonged periods of snow.
- 4.1.3.1.3 Vendor shall be responsible for replacement and re-anchoring of any bumper block displacement caused by snow removal equipment.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Agency intends to award to multiple vendors, based upon the lowest “per location” subtotal cost. Vendors should submit bids on all locations that they would be able to provide services, should they be awarded all locations bid upon.

5.2 Pricing Page: Vendor should complete the Pricing Page by filling out the attached Exhibit A – Pricing Page, to indicate the prices for each removal quantity for each location the Vendor is interested in providing services. There is also an additional line Vendors should provide pricing in the event that the Agency requires the **removal of snow from the location**. The hourly labor rate will not be included in the Total Bid Amount and will not be used in the evaluation for award of the contract. 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 shall submit Exhibit A – Pricing Page with their bid, rather than indicating pricing through wvOASIS system.

There are differentiations between service for the various main campus lots for Year One and Years 2 + (Exhibits B). For Year One of service for Campus lots, Vendors should provide a price for to service all lots in blue on the map as indicated on the pricing page (Capitol Complex – Year One). For the yellow lots on Year One, Vendor should provide a price for those individual lots, services may be requested for those lots, or GSD personnel may service. For Year Two + of service for the Campus Lots, Vendors should provide a price for to service all lots in blue on the map as indicated on the pricing page (Capitol Complex – Year Two +). For the yellow lot on Year Two +, Vendors should provide a price for that lot, services may be requested for that lot, or GSD personnel may service.

REQUEST FOR QUOTATION
Snow Removal – Charleston Metro Office Buildings
CRFQ GSD240000008

Agency intends to award the Campus, the itemized lots, and the Laidley lots to the vendor that provides the overall low bid for all locations. Agency will award separate contracts for the low-bid for services at Bldg. 37 (DEP), Bldg. 74 (DNR – Plaza 4), Bldg. 84 (Cornerstone), and Bldg. 86 (Summers).

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 AND PAYMENT:

7.1. Ordering: Per Section 4.1.3 of the Specifications (above), Vendor shall respond to snow events and report, via text, to the Grounds Manager (304-205-2726) upon completion.

7.2. Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Agency shall pay flat fee for conventional services, and per unit fee for Agency requested snow removal, 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.

7.3. Invoicing: Invoice shall be submitted for payment (in arrears) and must include the following information:

7.3.1. Invoice must include the date, master contract number, amount of snow accumulation, complete address of the Vendor, and Building location.

7.3.2. Invoices shall be emailed to GSDInvoices@wv.gov or mailed to the following address:

General Services Division
103 Michigan Ave.
Building 18
Charleston, WV 25305

8. 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.

REQUEST FOR QUOTATION
Snow Removal – Charleston Metro Office Buildings
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9. VENDOR DEFAULT:

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

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

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

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

9.1.4. Failure to remedy deficient performance upon request.

9.2. The following remedies shall be available to the Agency upon default.

9.2.1. Immediate cancellation of the Contract.

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

9.2.3. Any other remedies available in law or equity.

10. MISCELLANEOUS:

10.1. 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:	George R. Bohach
Telephone Number:	304.925.4751
Fax Number:	304.925.4795
Email Address:	gbohach@terracareinc.com

Exhibit A - Pricing Page

Capitol Complex - Year One	Bid	
De-icing under 1" or during icy conditions	4000.00	
Snow removal and de-icing of 1"-6" accumulation	5000.00	
Snow removal and de-icing over 6" accumulation	6000.00	
Location Subtotal:	15000.00	(A)
Daycare Lot - Year One		
De-icing under 1" or during icy conditions	500.00	
Snow removal and de-icing of 1"-6" accumulation	1500.00	
Snow removal and de-icing over 6" accumulation	3000.00	
Location Subtotal:	5000.00	(B)
Building 4 (Lot 18) - Year One		
De-icing under 1" or during icy conditions	500.00	
Snow removal and de-icing of 1"-6" accumulation	1500.00	
Snow removal and de-icing over 6" accumulation	3000.00	
Location Subtotal:	5000.00	(C)
California (Lot 24) - Year One		
De-icing under 1" or during icy conditions	500.00	
Snow removal and de-icing of 1"-6" accumulation	1500.00	
Snow removal and de-icing over 6" accumulation	3000.00	
Location Subtotal:	5000.00	(D)
Capitol Complex - Year Two +		
De-icing under 1" or during icy conditions	4000.00	
Snow removal and de-icing of 1"-6" accumulation	5000.00	
Snow removal and de-icing over 6" accumulation	6000.00	
Location Subtotal:	15000.00	(E)
California (Lot 24) - Year Two +		
De-icing under 1" or during icy conditions	600.00	
Snow removal and de-icing of 1"-6" accumulation	1800.00	
Snow removal and de-icing over 6" accumulation	4200.00	
Location Subtotal:	6600.00	(F)
The Laidley Lots		
De-icing under 1" or during icy conditions	1800.00	
Snow removal and de-icing of 1"-6" accumulation	3000.00	
Snow removal and de-icing over 6" accumulation	4000.00	
Location Subtotal:	8800.00	(G)
Campus Total Bid:	60400.00	(A+B+C+D+E+F+G)
DEP Building #37		
De-icing under 1" or during icy conditions	1000.00	
Snow removal and de-icing of 1"-6" accumulation	2000.00	
Snow removal and de-icing over 6" accumulation	3000.00	
Location Total:	6000.00	
Plaza Four #74		
De-icing under 1" or during icy conditions	800.00	
Snow removal and de-icing of 1"-6" accumulation	1500.00	
Snow removal and de-icing over 6" accumulation	2500.00	
Location Total:	4800.00	
Cornerstone Bldg #84		
De-icing under 1" or during icy conditions	800.00	
Snow removal and de-icing of 1"-6" accumulation	1500.00	
Snow removal and de-icing over 6" accumulation	2500.00	
Location Total:	4800.00	
Summers Building #86		
De-icing under 1" or during icy conditions	1500.00	
Snow removal and de-icing of 1"-6" accumulation	2800.00	
Snow removal and de-icing over 6" accumulation	3600.00	
Location Total:	7900.00	

Off-site Snow Removal	
Hourly Labor Rate	150.00

Vendor Information:

Company Name	TerraCare Inc.
Address	374 Kanawha Salines Drive Charleston, WV 25306
Phone Number	304-925-4751
Fax Number	304-925-4795
FEIN	5502643227
Contact Name Printed	George R. Bohach
Contact Name Signature	<i>George R. Bohach</i>
Date	10/23/2023
Vendor Email Address	gbohach@terracareinc.com



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 - Prof**

Proc Folder: 1279879		Reason for Modification:	
Doc Description: Snow Removal Services - Charleston Metro Buildings		Addendum No. 1	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-10-19	2023-10-25 13:30	CRFQ 0211 GSD2400000008	2

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

VENDOR			
Vendor Customer Code:			
Vendor Name :			
Address :			
Street :			
City :			
State :		Country :	Zip :
Principal Contact :			
Vendor Contact Phone:		Extension:	

FOR INFORMATION CONTACT THE BUYER
 Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Vendor Signature X	FEIN#	DATE
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All offers subject to all terms and conditions contained in this solicitation

SOLICITATION NUMBER: CRFQ GSD2400000008

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Addendum is issued to publish and distribute the following information to the Vendor community.

1. To publish responses to Vendor Technical Questions, per Attachment A.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ATTACHMENT A

**Snow Removal – Charleston Metro Office Buildings
Vendor Technical Questions & Answers**

Q 1. Please define “snow event”?

A 1. Snow event means a period of time during which the Manager/Supervisor at his sole discretion, declares that he anticipates a snowfall/ice accumulation which is likely to require snow plowing, snow clearing, ice melting, or snow removal operations. The manager/supervisor will notify the vendor when to start the ice/snow removal.

Q 2. Will the vendor be paid on each salt treatment or snow removal in the same storm/same night/same event?

A 2. The vendor will be paid per treatment. The vendor needs to text or email the manager or supervisor after the completion of the treatment so that they can get paid for their services.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ GSD2400000008

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

TERRACARE INC

Company

[Handwritten Signature]
Authorized Signature

10 | 23 | 23
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



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 - Prof**

Proc Folder: 1279879		Reason for Modification:	
Doc Description: Snow Removal Services - Charleston Metro Buildings		Addendum No.2	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-10-20	2023-10-25 13:30	CRFQ 0211 GSD2400000008	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

**Snow Removal – Charleston Metro Office Buildings
Vendor Technical Questions & Answers**

Q 1. What are the controlling agencies' expectations of response time for each event?

A 1. As soon as possible after snow or ice starts to accumulate. Before workers and public arrive at lots and buildings.

Q 2. Is there an expectation of being completed in a certain time frame?

A 2. 6:00 am before cars park on the lots.

Q 3. The question related to large events and plowing multiple lots at the same time.

A 3. Clear the lots that fill up first.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ GSD2400000008

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

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|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

 TERRACARE INC
Company

 [Signature]
Authorized Signature

 10/23/23
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

DESCRIPTIONS (Continued from Page 1)

Evidence of Insurance.



Commercial Package Policy
Policy Number: 10115126CP

Corporate Office:
State Auto Insurance Companies
518 East Broad Street
Columbus Ohio 43215 - 3876
(614) 464-5000

Issuing Office:
State Automobile Mutual Insurance Company
P.O. Box 182822
Columbus, Ohio 43218

Your Commercial Package Policy

CONDITIONS APPLICABLE TO STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

DIVIDENDS

You are entitled to the proportionate part of any policyholder's dividend if declared by our Board of Directors in accordance with its By-Laws.

NOTICE OF POLICYHOLDERS MEETINGS

While your policy is in force, you are one of our members and are entitled, in person or by proxy, to one vote at all meetings of the members. The annual meeting of the members is held at 9 o'clock A.M., Columbus time, on the first Friday of March of each year at our Home Office at 518 East Broad Street, Columbus, Ohio.

NON-ASSESSABLE

This policy is non-assessable and the insured shall not be liable for the payment of any assessment nor for the payment of any premium other than that stated in this policy.

IN WITNESS WHEREOF, we have caused this policy to be signed by our Secretary and President at Columbus, Ohio, and countersigned on the Declarations page by an authorized agent of the State Auto Insurance Companies.

Melissa A. Centers

Secretary

Michael E. LaRocco

President

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IL N 001 09 03

FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

IL P 001 01 04

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides Information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

PN 00 83 12 15

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

You may elect to decline coverage for certified acts of terrorism. However, if your policy covers property located in a state with a fire following statutory requirement, the terrorism exclusion makes an exception for fire losses resulting from an act of terrorism. Therefore, if you choose to decline coverage for certified acts of terrorism, that rejection does not apply to fire losses resulting from certified acts of terrorism, unless excepted by statute or other regulatory means. The additional premium just for such fire coverage is stated below, if applicable. If you reject the offer described above for terrorism coverage, this premium is due.

- * If you accept this offer, the premium for terrorism coverage is \$ 212.00 .
- * If you reject this offer, *and your property is located in a state with a fire following statutory requirement*, the premium for terrorism (fire only) coverage, is \$ 212.00 .

Acceptance or Rejection of Terrorism Insurance Coverage

To indicate whether you elect to purchase or decline to purchase terrorism coverage, you must check the applicable box below, sign your name, print your name, date this form, and return it to the company.

<input checked="" type="checkbox"/>	I hereby elect to purchase terrorism coverage for a prospective premium of \$ 212.00 . I understand that coverage will form a part of the policy <i>and any subsequent renewals</i> until I request certified acts of terrorism to be excluded.
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PN 00 83 (12/15)

Page 1 of 2

PN 00 83 12 15

I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.
I understand that if I exclude coverage for certified acts of terrorism, coverage will not be available until my next renewal.
I also acknowledge that unless I request coverage for certified acts of terrorism at renewal, exclusion(s) of certain terrorism losses will form a part of the policy *and any subsequent renewals*.

Policyholder/Applicant's Signature	Insurance Company State Automobile Mutual Insurance Company
Print Name TerraCare, Inc.	Policy Number 10115126CP
Date	

PN 00 83 (12/15)

Page 2 of 2



518 E. Broad St. Columbus OH 43215

Thank you for allowing us to serve your insurance needs

STATE AUTO Claim Handlers: Fair, Friendly and Fast

State Auto is proud of the service we provide our policyholders when they have a claim. We hope you never have a claim but, if you do, we want to make it as painless and worry-free as possible. We're committed to providing service that's fast – as well as fair and friendly. In fact, we pledge to make an honest effort to contact you within two hours of the time we receive the report of your loss.*

Please notify your agent as soon as feasible if you have a claim. The sooner your agency knows about your loss, the sooner they can report it to us so we can begin working with you to handle the claim.

*Although we always want to accomplish the two-hour contact time mentioned in our pledge – and we usually do call within that time period – we're sure you understand that may be impossible at certain unusual times such as when we're faced with a large weather-related catastrophe affecting many people in the same area.

To report a claim:

- **Call your agent *or***
- **Call State Auto directly at 1-877-SA-CLAIM *or***
- **Report your claim on stateauto.com**

PN 01 56 04 05

IMPORTANT NOTICE TO POLICYHOLDER. PLEASE READ IT CAREFULLY.

Notice of Availability of Flood Insurance

W. Va. Code section 33-17-6a requires every insurer issuing or renewing a policy that provides fire insurance, but which does not cover damages from flood, to provide to the following notice:

THIS POLICY DOES NOT COVER DAMAGE FROM FLOOD. FOR INFORMATION ABOUT FLOOD INSURANCE, CONTACT THE NATIONAL FLOOD INSURANCE PROGRAM OR YOUR INSURANCE AGENT.

This notice does not alter or amend the policy. You should read your policy and review your declaration page for complete information on the coverages you are provided. If there are any inconsistencies between the policy and this document, the policy language takes precedence. The policy is the sole source of the terms and conditions applicable to this coverage.

PN 01 56 04 05

Page 1 of 1

Legal Advice Line Help From An Employment Attorney Is A Toll Free Call Away

Making an employment decision that could put you at risk?
Wondering how the new employment laws may affect you?
Call 1-877-529-4375 (1-877-LAW-4EPL).

The Legal Advice Line is a complimentary service exclusively for policyholders with our Employment Practices Liability (EPL) insurance program. Through this service, an experienced attorney – well-versed in federal and state employment laws – can give you general counsel on a range of employment issues, including:

- Whether an employee may have a claim against you
- Legal implications of decisions or actions you are considering
- New employment laws and how they affect you
- Other employment law-related questions

Prevention Is The Best Medicine.

Specialized employment defense lawyers can help you prevent employment-related claims and charges with advice on questions such as:

- Hiring – essentials for every job applicant
- Firing – what to do/not do
- Discrimination – issues of age, race, gender or other forms of discrimination
- Family and Medical Leave Act – who FMLA applies to
- Sexual or other harassment – creating a harassment-free workplace
- Performance reviews – what to cover

Call 1-877-529-4375 for Employment Legal Advice.

The Legal Advice Line staff will take note of your inquiry and refer it to an experienced employment attorney who will respond within the next business day. All communications are strictly confidential and subject to attorney-client privileges. There is no cost or obligation.

More Help Is Online.

Your EPL insurance program also provides you with complimentary access to EmployerProtection.net, an online employment-related website which features many resources to help you prevent employee charges and lawsuits.

Your Protection Against Conflict And Claims.

Today, you can't afford not to protect yourself from employee accusations and claims. The risks and stakes are too high. And, for you, the solution is simple.

Use the materials at StateAuto.EmployerProtection.net. Give employees clear rules and procedures. Give your managers tools and training to treat employees fairly and consistently. And give yourself the proof of compliance and good faith efforts you'll need if an employee makes a claim.

If you're like most small business owners, you're already worried about employee lawsuits.

Go to <https://stateauto.employerprotection.net/>

Get help.

Get protection.

And get a better night's sleep.

This service is for general advice and guidelines on employment decisions but will not provide advice as to whether or not a personnel action should be taken regarding a particular person.

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McGriff Insurance Services, Inc.
300 Summers St Ste 650
Charleston, WV 25301-0021
(304) 346-0806

Commercial Package Policy Declarations

New Business

Total Policy Premium

\$21,751.58

Named Insured and Mailing Address:

TerraCare, Inc.
374 KANAWHA SALINES DR
CHARLESTON, WV 25306-5701

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
10115126CP	01/31/22 - 01/31/23	State Automobile Mutual Insurance Company

The coverage and these declarations are effective at 12:01 a.m. standard time on 01/31/2022 at the above mailing address.



Questions ?

Visit us at StateAuto.com
or call 800-288-4425 for
customer service.

Contact your independent
agent at (304) 346-0806.

Business Information

Business Type	Business Description	Entity Type
Services	Commercial and Residential Landscaping	Corporation - Private

Audit

This policy consists of coverage parts or policies for which a premium is indicated. This premium may be auditable and subject to adjustment

Audit Period: Annual

In return for the payment of the premium when due, and subject to all the terms of the policy, we agree with you to provide the insurance as stated by this policy. This premium may be subject to adjustment.



Policy Number : 10115126CP

Named Insured(s) and DBA(s)

Named Insured	Doing Business As
Scotshouse Corporation, Inc.	
Terracare, Inc. 401(k) Profit Sharing Plan	

Summary Of Coverage Parts

Coverage Part	Premium	Terrorism Premium	Total Premium
Commercial Property	\$4,092.00	\$41.00	\$4,133.00
Commercial General Liability	\$12,757.00	\$125.00	\$12,882.00
Commercial Inland Marine	\$4,597.00	\$46.00	\$4,643.00
Total Premium	\$21,446.00	\$212.00	\$21,658.00
West Virginia Fire Surcharge			\$93.58
Total Policy Premium			\$21,751.58



Policy Number : 10115126CP

Common Policy Forms (Except Inland Marine)

Number	Edition Date	Name
IL 00 03	09/08	Calculation Of Premium
IL 00 17	11/98	Common Policy Conditions
IL 09 85	01/15	Disclosure Pursuant To Terrorism Risk Insurance Act
IL P 001	01/04	U.S. Treasury Department'S Office Of Foreign Assets Control ("Ofac") Advisory Notice To Policyholders
ILN001	09/03	Fraud Statement
PN 00 83	12/15	Policyholder Disclosure Notice Of Terrorism Insurance Coverage
PN 02 39	01/18	If You Have A Claim
SI 90 01	05/17	Common Policy Jacket



Policy Number : 10115126CP

Commercial Property Declarations

Location Details

Location #	Location Address	Location Description
1	374 KANAWHA SALINES DR, CHARLESTON, WV 25306-5701	
2	1409 GREENBAG RD, MORGANTOWN, WV 26508-1539	

Class Codes

Class Code	Classification Description
0567	Landscape Gardening - contractors storage
0702	Offices - Non-Governmental
0567	Landscape Gardening - contractors storage
0702	Offices - Non-Governmental

Location 1

Building #	Class Description	Building Description
1	Landscape Gardening - contractors storage	GRAY BUILDING
2	Offices - Non-Governmental	OFFICE/GARAGE
3	Landscape Gardening - contractors storage	GREENHOUSE

Location Coverages

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	\$62,400	\$500	Special	90%	Replacement Cost	\$352.00
1	West Virginia Changes - Coal Mine Subsidence	\$62,400					\$32.00
1	All Personal Property	\$8,000	\$500	Special	90%	Replacement Cost	\$100.00
2	Building Limit	\$208,000	\$500	Special	90%	Replacement Cost	\$794.00
2	West Virginia Changes - Coal Mine Subsidence	\$200,000					\$86.00



Policy Number : 10115126CP

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
2	All Personal Property	\$85,903	\$500	Special	90%	Replacement Cost	\$538.00
3	Building Limit	\$223,600	\$500	Special	90%	Replacement Cost	\$1,095.00
3	West Virginia Changes - Coal Mine Subsidence	\$200,000					\$86.00
3	All Personal Property	\$25,000	\$500	Special	90%	Replacement Cost	\$264.00
Total Premium							\$3,347.00

Location 2

Building #	Class Description	Building Description
1	Offices - Non-Governmental	OFFICE

Location Coverages

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	West Virginia Changes - Coal Mine Subsidence	\$0					\$0.00
1	All Personal Property	\$10,000	\$500	Special	90%	Replacement Cost	\$101.00
Total Premium							\$101.00

Property Coverages

Coverages	Limit	Limit Basis	Premium
Equipment Breakdown with TechAdvantage	Included		\$174.00
Total Premium			\$174.00



Policy Number : 10115126CP

State Auto PEAK Series

State Auto PEAK Series for Property

Coverages	Limit	Limit Basis	Premium
State Auto PEAK Series for Property			\$280.00
BUILDING AND PERSONAL PROPERTY COVERAGE FORM CHANGES			
Accounts Receivable	\$100,000	Per Occurrence	Included
Additional Covered Property	\$100,000		Included
Amended Description – Fire Extinguishing Equipment	Included		Included
Amended Description – Premises	1,000 Feet		Included
Arson & Theft Information Reward	\$25,000	Per Occurrence	Included
Appurtenant Structures	\$25,000 or 10% of Building Limit whichever is less	Per Location	Included
Brands and Labels	Included		Included
Building Exterior Glass Deductible	\$500		Included
Building Limit Automatic Increase (Inflation Guard)	4%		\$0.00
Business Personal Property – Automatic Increase	4%		\$0.00
Business Personal Property Limit – Seasonal Automatic Increase	25%		Included
Business Personal Property – Temporarily in Portable Storage Units	\$25,000	Per Occurrence	Included
Claim Data Expense	\$10,000	Per Occurrence	Included
Computer Coverage	\$25,000	Per Occurrence	Included
Consequential Damage	\$25,000	Per Occurrence	Included
Credit Card Slips	\$15,000	Per Occurrence	Included
Debris Removal	\$100,000	Per Occurrence	Included
Difference In Value - Leased Equipment	Included		Included
Discharge from Sewer, Drain, Sump (not Flood related) - Including Indirect Damage	\$25,000	Per Occurrence	Included
Fine Arts	\$25,000	Per Location	Included
Fire Department Service Charge	\$25,000	Per Occurrence	Included
Fire Extinguisher Recharge	\$10,000	Per Occurrence	Included
Lock & Key Replacement	\$5,000	Per Occurrence	Included
Inventory and Appraisal Expense	\$10,000	Per Occurrence	Included



Policy Number : 10115126CP

Coverages	Limit	Limit Basis	Premium
Newly Acquired or Constructed Property – Building	\$500,000 / 90 days		Included
Newly Acquired Property – Business Personal Property	\$250,000 / 90 days		Included
Non-Owned Detached Trailers	\$25,000	Per Occurrence	Included
Ordinance or Law - A	Building Limit		Included
Ordinance or Law - B & C (Combined Limit)	\$50,000	Per Occurrence	Included
Outdoor Property	\$25,000 / \$1,000	Per Occurrence/ Per Item	Included
Outdoor Signs	\$50,000	Per Occurrence	Included
Personal Effects	\$25,000	Per Policy Period	Included
Property of Others	\$50,000	Per Occurrence	Included
Pollutant Clean Up And Removal	\$50,000	Per Occurrence	Included
Property Off Premises	\$50,000	Per Occurrence	Included
Tenant Glass	\$15,000	Per Occurrence	Included
Tenant Lease Obligation – Damage to Leased Real Property	\$15,000	Per Location	Included
Utility Services – Direct Damage	\$25,000	Per Occurrence	Included
Utility Services - Direct Damage - Overhead Lines	Included		
Valuable Papers & Records	\$100,000	Per Occurrence	Included
Valuation Provision - Small Losses <5k	Included		Included
Worldwide Computer-Laptop (see Computer extension)	\$25,000	Per Occurrence	Included
CAUSES OF LOSS – SPECIAL FORM CHANGES			
Additional Coverage – Limited Coverage, "Fungus", Wet Rot, Dry Rot and Bacteria	\$25,000	Per Occurrence	Included
Property In Transit	\$25,000	Per Occurrence	\$0:00
BUSINESS INCOME (WITH EXTRA EXPENSE) COVERAGE CHANGES			
Business Income and Extra Expense	\$75,000	Per Occurrence	Included
Extended Period of Indemnity	90	Days	Included
Business Income - Coinsurance	Not Applicable		
Business Income from Dependent Properties	\$75,000	Per Occurrence	Included
Premises Boundary	1,000 feet		Included
Utility Services - Time Element	\$25,000	Per Occurrence	Included



Policy Number : 10115126CP

Coverages	Limit	Limit Basis	Premium
Utility Services - Time Element - Overhead Lines	Included		
Ordinance or Law- Increased Period of Restoration	Included		Included
Total Premium			\$280.00

State Auto PEAK Series For Crime

Coverages	Limit	Limit Basis	Premium
State Auto PEAK Series For Crime			\$50.00
Employee Theft	\$200,000	Per Occurrence	\$140.00
Computer and Funds Transfer Fraud	\$10,000	Per Occurrence	Included
Forgery or Alteration	\$10,000	Per Occurrence	Included
Money and Securities (Inside and Outside)	\$10,000	Per Occurrence	Included
Money Orders and Counterfeit Money	\$10,000	Per Occurrence	Included
Social Engineering Fraud	\$10,000	Per Occurrence	Included
Total Premium			\$190.00

Mortgageholders

Location	Building	Order of Precedence	Name	Address
1	2	First Mortgagee	Nelle Ratrie Chilton Trust	374 Kanawha Salines Dr, Charleston, WV 25306-5701

Taxes & Surcharges

Taxes & Surcharges	Amount
West Virginia Fire Surcharge	\$22.73
Total Taxes & Surcharges	\$22.73

Your Forms and Endorsements

Number	Edition Date	Name
CP 00 10	10/12	Building And Personal Property Coverage Form
CP 00 90	07/88	Commercial Property Conditions
CP 01 40	07/06	Exclusion Of Loss Due To Virus Or Bacteria
CP 02 99	06/07	Cancellation Changes
CP 10 30	09/17	Causes Of Loss - Special Form
CP 12 18	10/12	Loss Payable Provisions
IL 09 52	01/15	Cap On Losses From Certified Acts Of Terrorism

Issue Date: 01/31/2022
DECOV-CPP (12/18)

Agency 0002608



Policy Number : 10115126CP

Number	Edition Date	Name
SP 00 19	09/16	Equipment And Technology Breakdown Coverage
SP 60 14	01/18	State Auto PEAK Series for Crime
SP 60 18	01/20	West Virginia Changes
SP 60 33	01/21	State Auto PEAK Series For Property - West Virginia
WVMS2	10/16	Coal Mine Subsidence Coverage Part (Non-Dwelling Structure)

Notices

Number	Edition Date	Name
PN 01 56	04/05	Flood Insurance Availability - West Virginia

Statement of Values

Location #	Building #	Coverage	Limit	Full Value
1	1	Building	\$62,400	
1	1	All Personal Property	\$8,000	
1	2	Building	\$208,000	
1	2	All Personal Property	\$85,903	
1	3	Building	\$223,600	
1	3	All Personal Property	\$25,000	
2	1	All Personal Property	\$10,000	
Total Limit			\$622,903	Total Value \$0



Policy Number : 10115126CP

Commercial General Liability Declarations

Commercial General Liability - Limits of Insurance

Limits of Insurance	Limit
Each Occurrence Limit	\$1,000,000
Prods/Compltd Ops Aggregate Limit	\$2,000,000
Personal And Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Premises/Operations PD Deductible	No Deductible
Products/ Completed Operations PD Deductible	No Deductible
Premises/Operations BI Deductible	No Deductible
Products/ Completed Operations BI Deductible	No Deductible
Medical Payments Limit	\$10,000
Damage To Premises Rented To You Limit	\$100,000

Contractors Errors & Omissions Coverage - Limits of Insurance

Insurance is afforded under this coverage on a Claims-made Basis

Claims Made Coverage means that a "claim" must be first made while the insurance policy period is in effect or any extended reporting period; Insurance is only afforded for "claims" resulting from operations specified in the Contractor's Errors and Omissions Declarations as your "insured business".

Limits of insurance

Limits of Insurance	Limit/Ded
Per claim	\$100,000
Aggregate	\$100,000
Deductible	\$1,000

*This Insurance applies to the 'Insured Business' operated in each of the following states:
All States except CA, FL, HI, NV, OR, WA*

Retroactive Date: 01/31/2022



Policy Number : 10115126CP

Premium and Rates by Classification

This Insurance applies to the "Insured Business" as described below:

Classification Description	Class Code	Rate	Premium*
<p><i>Landscape Gardening - This classification includes land beautification work, including laying of top soil, tilling of existing soil, planting of seeds, shrubs and trees, installation of flower beds, spreading of mulch, and fertilizing. The digging of holes in relation to the planting of trees, shrubs and flowers is contemplated when performing landscaping work. These operations may take place on commercial or residential properties, as well as the sodding, seeding and planting of median strips and roadsides. When incorporated as part of landscaping operations, installation of walkways (pavers or ornamental stone), patios, tree pruning, installation of silt fencing, installation of landscape lighting, and the installation of decorative fencing, and/or railroad ties used as borders is also included. The application of lawn-care herbicides and pesticides is also contemplated. Operations that change the contour of the land such as excavation or grading work including incidental borrowing, filling or back filling is not contemplated. Construction of stone, brick or cement walls, construction of decks, construction of fences, installation of lawn sprinklers, construction of man-made ponds, and the construction of brick or stone fireplaces are not contemplated in this classification.</i></p>	97047		Included
<p><i>Lawn care Services - This classification applies to risks which provide services for lawn care, such as mowing, fertilizing, edging or cleaning lawns, including removal of leaves, or preventing growth of, or killing weeds. Coverage is included for incidental application of "over-the-counter" herbicides or pesticides on lawns under the insured's regular care.</i></p>	97050		Included
		Total Premium	\$305.00

*This is the estimated annual premium and is subject to audit.



Policy Number : 10115126CP

Commercial Employment Practices Liability Insurance Coverage - Limits of Insurance

NOTICE

- **This is a Claims-made and reported policy. Except to such extent as may otherwise be provided herein, this EPL Coverage is limited to liability for only those claims or suits that are first made against the insureds during the EPL Coverage period and reported in writing to the insurer pursuant to the terms herein. Various provisions in this EPL Coverage restrict coverage. Please read the entire EPL Coverage form carefully to determine rights, Duties and what is and is not covered.**
- **The limit of liability available to pay judgments or settlements under this EPL Coverage shall be reduced by amounts incurred for defense costs. Amounts incurred for defense costs shall be applied against the deductible amount.**

EPL Coverage Period:	From: 01/31/2022 To: 01/31/2023	At 12:01 AM. Standard Time at your mailing address shown on the Declarations page of this policy.
EPL Aggregate Limit of Liability:	\$250,000	Annual aggregate for all "loss" combined, including "Defense costs".
EPL Deductible Amount:	\$2,500	For "loss" arising from claims or suits alleging the same "wrongful employment act" or "related wrongful employment acts", or the same "third party violation" or "related third party violation" if "third party violations" are shown as covered..
EPL Retroactive Date:		If no date is shown, "we" will consider the EPL Retroactive Date to be the date of organization of the "named insured". The EPL Retroactive Date will remain the same through all subsequent renewals. No change will be made to the EPL Retroactive Date unless at the sole request of the insured.
Third party violation premium (Optional):	Included	If coverage for "third party violations" has been paid for, the premium will be shown and coverage is in force. Otherwise, there is no coverage available for "third party violations".
Total EPL Coverage Premium		\$2,533.00

This insurance does not apply to "loss" arising out of a "wrongful employment act" that arises out of incidents or circumstances of which "you" had knowledge prior to the effective date of this EPL Coverage or the first EPL Coverage Form issued by "us" of which this EPL Coverage is an uninterrupted renewal.



Policy Number : 10115126CP

Cybersecure Coverage - Limits of Insurance

**NETWORK SECURITY LIABILITY PROVIDES CLAIMS-MADE COVERAGE
PLEASE READ THE ENTIRE COVERAGE FORM CAREFULLY.**

**SECTION 1 – COMPUTER ATTACK AND CYBER
EXTORTION**

<i>Computer Attack Limit and Cyber Extortion Limit</i>	\$ 100,000	<i>Annual Aggregate</i>
<i>Sublimits</i>		
<i>Data Recreation</i>	\$ 5,000	<i>Per Occurrence</i>
<i>Loss of Business</i>	\$ 10,000	<i>Per Occurrence</i>
<i>Public Relations</i>	\$ 5,000	<i>Per Occurrence</i>
<i>Cyber Extortion Expenses</i>	\$ 25,000	<i>Per Occurrence</i>
<i>Computer Attack and Cyber Extortion Deductible</i>	\$ 1,000	<i>Per Occurrence</i>

SECTION 2 – NETWORK SECURITY LIABILITY

<i>Cyber Liability Limit</i>	\$ 100,000	<i>Annual Aggregate</i>
<i>Cyber Liability Deductible</i>	\$ 1,000	<i>Per Occurrence</i>
<i>Cyber Liability Optional Coverage</i>		
<i>3rd Party Business Information</i>	Included	
<i>Electronic Media Liability</i>	Included	
<i>Cybersecure Coverage Premium</i>	\$307.00	



Policy Number : 10115126CP

Location Details

Location #	Location Address
1	374 KANAWHA SALINES DR, CHARLESTON, WV 25306-5701
2	1409 GREENBAG RD, MORGANTOWN, WV 26508-1539

Class Codes

Class Code	Classification Description
91580	Contractors - Executive Supervisors or Executive Superintendents (Product-Completed operations are included, Subject to General Aggregate Limit)
91581	Contracts-sub work-in connection w/constrctn, recons, erctn, repr-not buildings-NOC
97047	Landscape Gardening (Product-Completed operations are Included, Subject to General Aggregate Limit)
97050	Lawn Care Services (Product-Completed operations are included, Subject to General Aggregate Limit)
99310	Snow and Ice Removal - contractor

Premium and Rates by Class - Commercial General Liability

Location #	Class Code	Premium basis		Rate		Advance Premium		Total Premium
		Prem /Ops	Prod/Comp	Prem /Ops	Prod/Comp	Prem/Ops	Prod/Comp	
1	91580	121317 Payroll	Included	18.26	0.00	\$2,216.00	\$0.00	\$2,216.00
1	91581	100000 Total Cost	100000 Total Cost	4.79	2.30	\$478.00	\$229.00	\$707.00
1	97047	142000 Payroll	Included	7.72	0.00	\$1,097.00	\$0.00	\$1,097.00
1	97050	655000 Payroll	Included	6.00	0.00	\$3,929.00	\$0.00	\$3,929.00
1	99310	19500 Payroll	19500 Payroll	7.93	27.15	\$155.00	\$530.00	\$685.00
Advance Premium						\$7,875.00	\$759.00	\$8,634.00

Liability Coverages - Commercial General Liability

Coverage	Limit	Premium
Amendment Of Insured Contract Definition		
Amendment of Contractual Liability Exclusion		
Cop On Losses From Certified Acts Of Terrorism		
Data Compromise Plus		\$148.00
Data Compromise Response Expenses Limit	\$50,000	
Data Compromise Defense and Liability Limit	\$50,000	
Regulatory Fines and Penalties	\$10,000	
PCI Fines and Penalties	\$10,000	

Issue Date: 01/31/2022
DECOV-CPP (12/18)



Policy Number : 10115126CP

Coverage	Limit	Premium
Deductible	\$2,500	
Employee Benefits Liability		\$125.00
Coverage Form: Claims-Made		
Retroactive Date: 01/31/2020		
Each Employee Limit	\$1,000,000	
Number of Employee(s): 48		
Aggregate Limit	\$2,000,000	
Each Employee Deductible	\$1,000	
Employment-Related Practices Exclusion		
Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability - With Limited BI Exception		
Exclusion - Asbestos		
Exclusion - Contractors - Professional Liability		
Exclusion - Lead Liability		
Exclusion - Tainted Drywall or Other Gypsum Product		
Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism		
Expiring Policy Information		
Expiring Policy Effective Date: 01/31/2021		
Latest Valuation Date: 12/21/2021		
Limited Fungi Or Bacteria		\$87.00
Fungi and Bacteria Aggregate Limit	\$25,000	
Punitive Damages Exclusion		
Silica Or Silica-Related Dust Exclusion		
Snow Plow Operations Coverage		
Total Premium		\$360.00

Liability Coverages - Contractors Errors & Omissions

Coverage	Limit	Premium
Exclusion of Multifamily & Tract Housing Construction Operations		
Total Premium		\$305.00



Policy Number : 10115126CP

State Auto PEAK Series

State Auto PEAK Series for Liability

Coverages	Limit	Premium
<i>State Auto PEAK Series for Liability</i>		\$100.00
<i>Broadened Damage to Premises Rented to You</i>		
<i>Limit</i>	\$500,000	
<i>Amended Supplementary Payments</i>	Included	
<i>Additional Insured - Broad Form Vendors</i>	Included	
<i>Additional Insured - Manager Or Lessors Of Premises</i>	Included	
<i>Additional Insured - Grantor Of Franchise</i>	Included	
<i>Additional Insured - Required By Non-construction Contract or Agreement</i>	Included	
<i>Automatic Insured Status For Newly Acquired Or Formed LLC</i>	Included	
<i>Additional Insured - Lessors of Equipment</i>	Included	
<i>Allentated Premises Amendment</i>	Included	
<i>Broadened Non-Owned Watercraft</i>	Included	
<i>Broadened Mobile Equipment Definition</i>	Included	
<i>Broadened Bodily Injury</i>	Included	
<i>Expected Or Intended Property Damage</i>	Included	
<i>Fellow Employee Coverage</i>	Included	
<i>Primary And Noncontributory - Other Insurance</i>	Included	
<i>Unintentional Failure to Disclose All Hazards</i>	Included	
<i>Unmanned Aircraft Coverage</i>	Included	
<i>Waiver of Transfer Of Rights Of Recovery Against Others</i>	Included	
Total Premium		\$100.00