



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

State of West Virginia  
 Request for Quotation  
 01 - Agricultural

Proc Folder: 332106

Doc Description: AGRICULTURAL CONSULTANT PRI20223

Proc Type: Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
2017-05-17	2017-05-31 13:30:00	CRFQ 0608 PRI1700000002	1

**BID RECEIVING LOCATION**

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

**Vendor Name, Address and Telephone Number:**

Video Crafters, LLC  
 One Creative Place  
 Charleston WV 25311  
 304 720-5445

05/31/17 11:41:45  
 WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Crystal Rink  
 (304) 558-2402  
 crystal.g.rink@wv.gov

Signature X

FEIN #

20-4118681

DATE May 31, 2017

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

**ADDITIONAL INFORMATION:**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA CORRECTIONAL INDUSTRIES, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR AN AGRICULTURAL CONSULTANT PER THE ATTACHED.

INVOICE TO		SHIP TO	
BUSINESS OFFICE WV CORRECTIONAL INDUSTRIES 617 LEON SULLIVAN WAY  CHARLESTON WV25301  US		BUSINESS OFFICE WV CORRECTIONAL INDUSTRIES 617 LEON SULLIVAN WAY  CHARLESTON WV 25301  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	AGRICULTURAL CONSULTANT				

Comm Code	Manufacturer	Specification	Model #
81171801			

**Extended Description :**  
 AGRICULTURAL CONSULTANT

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2017-05-22

PRI1700000002	<b>Document Phase</b> Draft	<b>Document Description</b> AGRICULTURAL CONSULTANT PRI20223	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

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

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 person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify 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 in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

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

Question Submission Deadline: **May 22, 2017 at 4:00 PM EST**

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

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

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

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

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

**SEALED BID:**  
**BUYER:** Crystal Rink  
**SOLICITATION NO.:** CRFQ PRI1700000002  
**BID OPENING DATE:** May 31, 2017  
**BID OPENING TIME:** 1:30 PM EST  
**FAX NUMBER:** 304-558-3970

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

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus       n/a       convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

**BID TYPE:** (This only applies to CRFP)

- Technical  
 Cost

**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:** May 31, 2017 at 1:30 PM EST

**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. ALTERNATES:** 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.

**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 only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

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

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

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

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

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



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

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

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

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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:** This Contract becomes effective on award and extends for a period of one (1) year(s).

**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 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. 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 thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

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

**Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**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 are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

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

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

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

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

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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

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

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

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award 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. Subsequent to contract award, and prior to the insurance expiration date, 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 mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:

\_\_\_\_\_  
\_\_\_\_\_

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

\_\_\_\_\_

**Commercial Crime and Third Party Fidelity Insurance** in an amount of:

\_\_\_\_\_

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_

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

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful 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. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of n/a for n/a.

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.

**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.

**14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**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 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.

**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 § 148-1-6.1.e.

**20. TIME:** Time is of the essence with regard to 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:** 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.

**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.

Revised 04/07/2017



**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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

**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. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

**32. 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.

**33. 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. 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.

**34. 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.

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

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**36. 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.

**37. 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.

**38. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

**39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**40. 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.

**41. 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.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**42. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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.

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

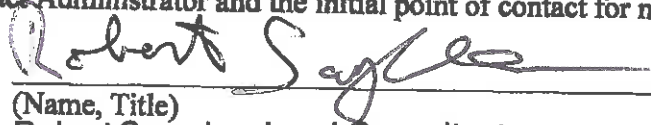
- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply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

**44. 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.

**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.



(Name, Title)  
Robert Samples, Lead Consultant

(Printed Name and Title)  
One Creative Place, Charleston WV 25311

(Address)  
304 720-5445

(Phone Number) / (Fax Number)  
rsamples@themediacenter.tv  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Video Crafters, LLC

(Company)



(Authorized Signature) (Representative Name, Title)

Daniel L. Shreve, Owner

(Printed Name and Title of Authorized Representative)

May 31, 2017

(Date)

304 720-5445

(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ PRI1700000002**

**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 type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input 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.

**Video Crafters, LLC**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

**May 31, 2017**

\_\_\_\_\_  
Date

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



**REQUEST FOR QUOTATION  
CRFQ PRI170000002 (PRI20223)  
Agricultural Consultant**

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Correctional Industries to establish a contract for an agricultural consultant.
  
- 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 the agriculture consultant will implement and assist with agriculture development, operations, and procedure 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 working in and with the agricultural industry.
  
  - 3.2.** Vendor must be experienced and knowledgeable with the Appalachian, more particularly West Virginia, soil, terrain, and the appropriate season for growing and harvesting crops.  
  - 4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

Vendor must submit a detailed resume outlining its experience in the agriculture industry, including consulting and training. Resume should be submitted with bid; however, must be provided to Agency prior to award.

**Video Crafters, LLC**  
**CRFQ**  
**PRI1700000002 (PRI20223)**  
**Agricultural Consultant**  
**For West Virginia Correctional Industries**



### **3. QUALIFICATIONS:**

3.1 Video Crafters, LLC has a staff uniquely qualified to meet the goals outlined in CRFQPRI1700000002 (PRI20223) to satisfy the Agricultural Consultant requirements for West Virginia Correctional Industries. Chris Postalwait (see attached resume) has dedicated his life to expanding agriculture in West Virginia. Today, his professional responsibilities keep him on the forefront of innovative agricultural practices for maximizing agricultural productivity. These methods include high tunnel production, Integrated Pest Management (IPM), hydroponic systems, greenhouse management, traditional row cropping, and farm and greenhouse safety and sanitation protocols. Robert Samples (see attached resume) started operating as a business owner in 1985. His MBA from Marshall University is the foundation of his career for managing various businesses from research and data management to construction, and landscaping. His role for this contract is timeline development and management of the various projects related to initiating and sustaining the internal agricultural program for West Virginia Division of Corrections. Daniel Shreve (see attached resume) is the owner of Video Crafters, LLC and brings 36 years of video creation experience to the project for creating training videos. These videos will document the procedures and provide training opportunities that can be utilized to train new staff and inmates. Amy Postalwait (see attached resume) rounds out the expertise with extensive leadership training.

3.2 Chris Postalwait has experience with the various climates, soils and growing seasons in West Virginia as a result of his many professional projects.

### **4. MANDATORY REQUIREMENTS:**

4.1.1 Chris Postalwait has worked in several environments within the agriculture industry, including higher education research where he has planned cropping systems, executed site preparation for agricultural research production, and implemented successful biological controls for greenhouse pests. He also designs and oversees the installation of irrigation systems, hydroponic growing systems, and nutrient management injection systems. Postalwait is a former owner of Orange Vine, LLC, a 10-acre wholesale pumpkin and organic vegetable farm in Lakin, West

Virginia. In March, he began writing a monthly agricultural and gardening advice column for the *Charleston Sunday Gazette-Mail*. All of his extensive experience bring with it a vast network of industry vendors with options to fit any need.

**Christopher M. Postalwait**  
**810 Kanawha Terrace**  
**Saint Albans, West Virginia 25177**  
**Email: [Postalwait001@gmail.com](mailto:Postalwait001@gmail.com)**  
**(304) 437-4226**

## **OBJECTIVE**

To expand West Virginia's agricultural industries through education, training and research.

## **EDUCATION**

2001 – 2007            West Virginia State University, B. A. in History

## **AFFILIATIONS**

2007 – Present        West Virginia University Extension, Master Gardener

## **CERTIFICATIONS**

- Good Agricultural Practices (GAP)
- Biological Control for Greenhouse Growers Certification from Michigan State University
- West Virginia Department of Agriculture, Agricultural Tractor Operator Certification
- EPA Pesticide Handler and Worker Safety Certification
- 30 Hour Occupational Safety and Health Training Course in General Industry Safety and Health
- Smith System Advanced Driver Training Certification
- West Virginia Department of Forestry Tree Felling and Personal Safety Class

## **WORK EXPERIENCE**

March 2017 – Present, Sunday Gazette-Mail, Charleston, WV

### **Columnist for Good to Grow**

- Author monthly column about agricultural and gardening advice. Topics include Organic Gardening, Vegetable Farming, Cropping Systems, Nutrient Management, Irrigation, Integrated Pest Management Systems (IPM), Plastic Culture, and Greenhouse Production.

January 2014 – December 2016, Orange Vine, LLC., St. Albans, WV

### **Owner/Operator**

- Managed 10-acre pumpkin and organic vegetable wholesale farm in Lakin, West Virginia

- Marketed pumpkins for wholesale
- Sold vegetables to local CSAs and restaurants
- Provided agricultural consulting services to area greenhouses and farms

April 2015 – Present, West Virginia State University, Research & Development Corporation, Institute, WV

**Environmental Agricultural Research Station and Greenhouse Manager**

- Manage the day-to-day operations, staff and research sites
- Oversee annual research station budget
- Leads bid requests and purchasing of agricultural, farm and research station equipment
- Provides critical planning for cropping systems and site preparation for agricultural research production
- Gives detailed material cost analysis to research scientists for agricultural production experiments
- Implemented the university's first successful biological control Integrated Pest Management System for greenhouse pests
- Designs and oversees the installation of irrigation systems, hydroponic growing systems, and nutrient management injection systems
- Leads maintenance and construction projects for research station and greenhouse facilities
- Submits annual EPA Pesticide reports
- Operates and maintains QCom Control software and operating system for greenhouse automation
- Serves as liaison to schools, local, state and federal organizations to further the universities agricultural interests

October 2015 – Present West Virginia State University, Research & Development Corporation, Institute, WV

**Research Station Safety Director**

- Provides Worker Protection Standard Training (WPS) for all Research and Development Corporation staff
- Provides all necessary safety training to staff working with hand tools, and agricultural equipment
- Provides all necessary training for individual staff members that apply pesticides
- Implemented the Research Station's first safety and training plan
- Lead effort to bring all corporation vehicles into Department of Transportation safety compliance

February 2010 – March 2015 West Virginia State University, Gus R. Douglas Land-Grant Institute, Institute, WV

**Greenhouse Manager / Field Manager**

- Saved the University \$120,000 over two years through the personal completion of electrical, plumbing, and mechanical projects
- Responsible for purchasing, supervising and installation of all greenhouse systems, including, electrical, plumbing, heating and cooling as well as necessary structural repairs
- Designed and implemented new irrigation system for greenhouses and fields, as well as a greenhouse grow light system
- Maintains daily operation of greenhouse environment, including, computer aided operating system, temperature, humidity, light requirements, watering of research crops and fertilization
- Supervises all pesticide applications in greenhouses and fields according to state and federal laws, including safety, inventory, storage, and documentation of all pesticides
- Supervise employees and seasonal student help
- Responsible for providing safety training to employees and students
- Supervise the maintenance of greenhouse spraying and calibration and testing equipment, as well as a modest fleet of tractors, farm machinery, lawn equipment, and field and garden tool
- Responsible for greenhouse and field pest management, including, identification, and the implementation of a successful IPM program
- Assists research station manager in daily operations of research station, including, deliveries, ordering materials, and parts, staffing issues, and vehicle maintenance
- Designed and implemented the University's first fruit orchard for research and extension demonstrations
- Assist in public awareness of University agriculture projects with local farmers and communities
- Operate greenhouse and field equipment
- Plan, and manage greenhouse projects, including budget analysis, and purchase of Material

4.1.1 (Continued) Robert Samples brings experience in designing and implementing time lines for projects along with problem solution development. For the many companies he's owned and been involved with he's overseen purchasing, production control, inventory management and problem solving challenges. Robert also owned and operated a landscaping and construction company during his 40-year plus career along with a research company.

- **Resume**

- **R. Robert Samples**
- **144 Knollwood Drive**
- **Charleston, WV 25302**
- **304.552.1184**

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- **Over Thirty Years Professional Experience in the Following Areas:**

- Production Management, Communications Consulting,
- Marketing/Opinion Research, Advertising/Public Relations, Media Consulting,
- Financial Management, Business Analysis and Strategic Planning

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- **Objective:** A position that will allow me to apply my leadership and management skills. I believe my wide range of experience will provide me the opportunity to perform at a high level in various job capacities. In particular, I have an excellent track record of "getting the job done" and maximizing the performance of those I work with and supervise.

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- **Professional Experience**

- • Started Eimors Construction/  
Partner/Owner 2006 - 2011  
Landscaping
- • RMS Strategies President, 1989 - 2012  
Partner Owner
- • Charles Ryan Associates Vice  
President 1985 - 1989
- *Responsible for all business functions including sales/marketing, operations, financial management, and client service.*

- 
- •The Bayliss Company Production  
Control Manager,
- Director of Manufacturing 1980-1985
- 
- *Responsibilities included inventory management, production scheduling, plant/contractor oversight, and shipping/receiving.*
- 
- •Bobbie Brooks, Inc. Production  
Control Manager 1977-1979
- 
- *Responsibilities included all aspects of production management, shipping/receiving, scheduling and interface with corporate production management.*
- 
- 
- 
- 
- 
- Education
- BBA (1977), MBA (1980) University of Cincinnati /Marshall University



4.1.1 (Continued) From coal mining to open-heart surgery suites, Dan Shreve has produced training videos in a variety of settings. Dan has owned and operated Video Crafters, LLC since May of 2005. Through it's DBA, The Media Center, Dan has recorded and produced videos that teach, advertise and tell his client's stories through the electronic medium of DVDs, internet videos and television communication

**Resume**  
**Daniel L Shreve**

1501 Quarrier Street • Charleston, WV 25311 • Cell Phone: 304 206-8900 • E-Mail: dshreve@themediacenter.tv

**Objective**

To work in a position that utilizes my organizational and motivational skills learned from years of business ownership in the communications industry.

**Experience**

**The Media Center 2005 to Present**

- Created and currently manage The Media Center that offers a full range of video and electronic communication expertise.
- Partner with customers to produce effective traditional broadcast media televisions and radio commercials.
- Developed the concept of satellite media tours utilizing the regions only independently owned uplink truck.
- Developed a system for live streaming events like sports and debates embedded in clients websites.

**MotionMasters 1984 to 2005**

- Built MotionMasters from a small audio-visual department within Charles Ryan Associates into a high quality production company with national broadcast credits.
- As one-half owner starting in September 1992, was responsible for keeping MotionMasters on the cutting edge of technology.
- Directed broadcast documentaries on Leon Sullivan, Chief Justice John Marshall, and Senator Robert C. Byrd plus many award winning educational and long form videos.

- Envisioned and managed the construction of the production facility at One Creative Place, Northgate Business Park.
- Received Entrepreneur of the Year recipient for leadership

#### **WCHS-TV8 1981 to 1984**

- News videographer responsible for acquiring footage, and producing daily news stories.
- Started and produced over 150 segments of the Travelin' West Virginia series that continues today.
- Setup and ran the Huntington news office.

#### **WAVY-TV10 1981**

- News videographer covering stories in the Tidewater area of Virginia.
- Worked the military beat making trips to Washington DC for stories.

#### **WOWK-TV13 1979 to 1981**

- Part time news cinematographer working weekends while attending Marshall University.

#### **Keith Albee Theatre 1978 to 1981**

- Assistant Manager. Managed staff and theatre operations while attending Marshall University

#### **Education**

##### **Marshall University 1980**

Bachelor of Arts: Speech Broadcasting. Worked as staff photographer for *The Parthenon* and The Chief Justice yearbook. Served as Chief Photographer of The Chief Justice for two years.

##### **The Maine School of Photography 1988**

Studied lighting techniques under Walter Lassally

#### **Community Service**

- Assistant Volleyball Coach, George Washington High School since 2009. Four state tournament appearances. AAA State Championship in 2012, 2015. AAA State Runner Up 2016.
- Basketball Coach in Charleston Church Recreation Association. Twelve years coaching from beginners to middle school with two city championships and two runner up teams.
- Member of Christ Church United Methodist Music program since 1992.

- **Past board member and President of Kanawha Ski Club. Responsible for leadership of club, sound finances, agendas for monthly board meetings and social events. Coordinate and managed Western ski trips.**
- **Multi year participate in MS 150 fundraising bicycle ride.**
- **Founding member and first Cub Scout pack leader, Pack 30**
- **Past member of West Virginia Symphony Chorus. Participated in various choral & music event including operas Faust and Di Fledermaus.**

4.1.1 Amy Postalwait grew up in the Kanawha Valley. She earned a Bachelor's of

Science in Communications from West Virginia State University and a Master's degree in Leadership Studies from Marshall University Graduate College. Her professional experience has included work in radio and television broadcast, public relations, nonprofit management and public service.

**Amy Postalwait**  
**810 Kanawha Terrace**  
**St. Albans, WV 25177**  
**Phone: 304-437-0674**  
**Email: Amy\_Saun@msn.com**

### **Objective**

Lead others in achieving their goal

### **Education**

Marshall University Graduate College, Masters of Art in Leadership Studies

West Virginia State University, Bachelor of Science Communications, Minor, Professional Writing, Specialization, Communications Research and Marketing

### **Affiliations**

2009 – Present      West Virginia University Extension, Master Gardener  
 Association,  
                                  Kanawha County

### **Professional Experience**

May 2017 – Present, West Virginia State University Research & Development Corporation

#### **Director of Sponsored Programs**

- Lead day-to-day operations and staff
- Support faculty, students and staff in the pursuit of externally sponsored endeavors
- Coordinate the solicitation and administration of grants, contracts, cooperative agreements

October 2016 – April 2017, West Virginia State University Research & Development Corporation

#### **Assistant Director of Sponsored Programs**

- Assisting faculty, staff, and students in the search for external funding opportunities
- Budget development
- Review proposals to ensure that sponsor guidelines are met
- Manage internal approval process prior to grant submission
- Submit grant applications

October 2015 – October 2016, West Virginia State University Research & Development Corporation

**Sponsored Programs Specialist**

- Facilitate grantees through the Pre-Award and Post-Award grant process, including conceptualizing grant ideas, developing narrative and supporting documents, budgets, and completion of application forms
- Submit grant applications
- Review and negotiate award terms and conditions
- Manage award modifications, budget analysis, sponsor reporting and close-out procedures.

February 2008 – October 2015, West Virginia Humanities Council

**Grants Administrator**

- Facilitate grantees through the grant application, award, and reporting process, including completing application forms, writing project narratives, assisting with the development of a project schedule, establishing a promotional plan, reviewing the program budget and line item budget narrative for the grant request and cost share
- Lead 22 person grants review committee, organize and direct meetings
- Draft meeting agendas, minutes, talking points for committee chair, grant summaries, award and refusal letters, contracts, and grant reports based on dollars and numbers
- Develop print and online grant guidelines, grant review committee handbook, grant applications, and marketing materials including brochures, and website content
- Manage ongoing grant projects, including communication with grantees, maintaining grant database, electronic and paper files and analyze grant reports for narrative and proper allocation of awarded grant funds
- Lead grant-writing workshops
- Liaison to grant constituents, including community groups and leaders, institutions of higher education, city, county, state and federal offices, as well as other small and large nonprofits, media, and the National Endowment for the Humanities
- Assess grant applications and reports for compliance with Federal and Humanities Council grant guidelines
- Research grant, program and Humanities Council data annually to compose Federal, State Legislative Senate and Congressional Representative reports

by district, as well as grants management compliance reports for the State of West Virginia and the National Endowment for the Humanities

- Assist in budget development for grants and direct programs
- Represent Humanities Council at grant programs, special events, professional development opportunities, and meetings
- Plan, organize, and implement annual statewide marketing and community relations strategy promoting the Humanities Council grants program and awards

**November 2006 – February 2008, Office of the West Virginia Attorney General  
Consumer Coordinator**

- Lead Consumer Advocate educational presentations/events
- Organize and manage Citizen Advisory Committee meetings, including composing agenda and meeting materials, coordinate presentation topics, and speakers
- Create and implement public relation projects, special events and press conferences
- Develop public event schedule for the West Virginia Attorney General
- Represent Attorney General Office at trade shows, special events, professional development opportunities, and meetings
- Liaison to media, community groups, local, county, state and federal organizations,
- Draft and distribute press releases, coordinate media for press conferences and serve as media contact
- Plan and implement internal and external events
- Compose marketing message brands for website themes and visual design, draft press releases, brochures, and articles, and manage the distribution of mass mailings
- Lead daily activities of four Consumer Advocates

#### 4.1.2 Agricultural References

##### **C. Postalwait** **Professional references**

Brad Cochran, Extension Agent for West Virginia State University Community and Agricultural Resource Development

1102 Curtis Complex

Institute, WV 25112

304-204-4021

[bcochran2@wvstateu.edu](mailto:bcochran2@wvstateu.edu)

Jean Simpson, Executive Director Manna Meal Inc.

1105 Quarrier St.

Charleston, WV 25301

304-610-2518

[Jean@mannameal.org](mailto:Jean@mannameal.org)

Barbara E. Liedl, Ph.D., Associate Professor of Plant Breeding and Genetics, West Virginia State University Agricultural and Environmental Research Station

100 Toney House

Institute, WV 25112

304-932-0843

[liedlbe@wvstateu.edu](mailto:liedlbe@wvstateu.edu)

- 4.1.3 Video Crafters, LLC will utilize Robert Samples' operational leadership skills to develop the agricultural policy and procedures necessary to successfully implement West Virginia Correctional Industries' agricultural program. Robert Samples will also provide administrative oversight for the program's success. Robert's philosophy is by creating a skills teaching environment in the field of agriculture, recidivism can be reduced. The plan will be implemented by researching recent trends in the agricultural industry for producing crops so the skills the inmate population develops while incarcerated will translate to employment opportunities. Robert plans to research not only the successes in other states, but where they failed to meet goals so the West Virginia Correctional Industries agricultural program has it's best chance of success.**
- 4.1.4 Video Crafters, LLC will utilize Chris Postalwait's extensive quality control knowledge and experience to implement planting, cultivating, harvest and distribution systems that is based on the menu requirements for the inmate population. For procedures that need consistent repeatability Video Crafters, LLC will produce training videos.**
- 4.1.5 Inmates and Agency staff will receive on site, in person training as needed during the planting, cultivating, harvesting and distribution of crops to ensure the success of the West Virginia Correctional Industries agricultural program. Printed and electronic versions of the training will be made available as needed. It is the goal of Video Crafters, LLC to streamline the training processes with video instruction when applicable since videos create consistency in messaging and are "on demand".**
- 4.1.6 The team of Chris Postalwait, Robert Samples Dan Shreve and Amy Postalwait will provide leadership, management and supervision of the daily operations of the statewide agricultural program initiated by the West Virginia Correctional Industries. This will be accomplished by developing a timeline for implementation of all processes required for crop production based on menu requirements.**
- 4.1.7 All current growing resources in place located at the various facilities will be inventoried and assessed to determine the crops that will have the best success based on the soils and climate conditions. Recommendations will be made for infrastructure development to achieve maximum productivity. A plan will be developed for plant acquisition, planting, cultivating, harvesting, storing and distribution of crops to commissaries. A seedling program will be initiated for the agricultural program to have sustainability.**



- 4.1.8 Chris Postalwait will take current menu requirements, followed by on site surveys, to develop a plan based on current available acreage, soil conditions and climate along with available resources to supplement commissary menus.**
- 4.1.9 Chris Postalwait has basic flash freeze processing knowledge. He will research and develop a plan for the production, processing and distribution of crops produced.**
- 4.1.10 Where appropriate, Video Crafters, LLC, personnel will serve as a liaison for West Virginia Correctional Industries with the Department of Agriculture and County Extension Offices, Department of Education, The Division of Corrections Food Service Contractor, and the facilities within the Division of Corrections, to ensure proper cultivating techniques are applied to land and implemented within high tunnels for the duration of this contract.**
- 4.1.11 Video Crafters, LLC is responsible for maintaining compliance with Federal, State, local laws, regulations, policies, and procedures as well as all statutory agencies.**
- 4.1.12 Chris Postalwait is Good Agricultural Practices (GAP) certified and will apply that knowledge for the processes related to this contract.**
- 4.1.13 Robert Samples will apply his expertise to develop an organizational plan based on a quarterly timeline-based initialization plan for West Virginia Correctional Industries that establish goals and objectives to generate revenue. Cost containment through controls on spending for source materials and infrastructure development within established budgets will be implemented for the goals of West Virginia Correctional Industries agricultural strategic plan.**
- 4.1.14 Video Crafters, LLC personnel will abide by all West Virginia Correctional Industries and Division of Corrections rules, policies, and procedures while on West Virginia Correctional Industries and Division of Corrections properties.**
- 4.1.15 Video Crafters, LLC personnel will attend Division of Corrections required orientation prior to entering any prison facilities as per schedule established with Division of Corrections.**

- 4.1.16 Video Crafters, LLC personnel will schedule and attend meetings to develop plans of implementation and development along with setting schedules for site visits.**
- 4.1.17 It is anticipated Video Crafters, LLC employees will work a minimum of 1,900 hours, split among the team members in their areas of expertise.**
- 4.1.18 Video Crafters, LLC will utilize it's QuickBooks program to track and maintain all hours worked by team members. All hours worked will be tracked on a weekly basis and submitted to West Virginia Correctional Industries for approval. Video Crafters, LLC will submit a monthly invoice with an itemized listing of the hours worked to accomplish the scope of work for this contract.**
- 4.1.19 Transportation required to accomplish the scope of work required for this contract will be provided by Video Crafters, LLC employees and driven by employees with valid driver's licenses.**
- 4.1.20 Video Crafters, LLC will track all expenses related to this contract internally and will not bill any expenses in addition to hours worked.**

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Agricultural Consultant**

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Vendor may be riding in a state vehicle with an Agency employee. No change in hourly rate will be required.

**4.1.20** Vendor must pay for all expenses incurred during the term of this contract, this includes travel expenses, food, hotel, tolls, parking, and any other expense incurred due to the terms under said contract.

**5. CONTRACT AWARD:**

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

**5.2 Pricing Page:** Vendor should complete the Pricing Page by quoting an hourly rate, which must include all incurred expenses including training. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [Crystal.G.Rink@wv.gov](mailto:Crystal.G.Rink@wv.gov)

- 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. PAYMENT:** Agency shall pay an hourly rate, 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.
- 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

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included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

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

- 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

**10. VENDOR DEFAULT:**

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

- 10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
- 10.1.2. Failure to comply with other specifications and requirements contained herein.
- 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

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

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

**10.2.1.** Immediate cancellation of the Contract.

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

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

**11. MISCELLANEOUS:**

**11.1. 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:** Robert Samples

**Telephone Number:** 304 522-1184

**Fax Number:** \_\_\_\_\_

**Email Address:** rsamples@themediacenter.tv

# State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

- 1.  **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2.  **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3.  **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4.  **Application is made for 5% vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5.  **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6.  **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
- 7.  **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Video Crafters, LLC

Signed: 

Date: May 31, 2017

Title: Owner

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Video Crafters, LLC

Authorized Signature: [Signature] Date: May 31, 2017

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 31 day of MAY, 2017

My Commission expires 2/23, 2022

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



CRFQ PRI1700000002

(PRI20223) - Agricultural Consultant

Item #	Description	Unit of Measure	Estimated Annual Quantities*	Unit Price	Total Bid Amount
1	Agricultural Consultant (Hourly Rate must include all incurred expenses)	Hour	1,900	\$ 122.00	\$ 231,800.00

\* Estimated Quantities, Agency may require more or less during contract term.

Bidder/Vendor Information:	
Name:	Video Crafters, LLC
Address:	One Creative Place
	Charleston WV 25311
Phone No.:	304 720-5445
Fax No.:	
Email Address:	<a href="mailto:dshreve@themediacenter.tv">dshreve@themediacenter.tv</a>
Authorized Signature	