

**REQUEST FOR PROPOSALS #MCTCLWNSNWSVC-2020**

*“LAWN MAINTENANCE, SNOW REMOVAL, SALT APPLICATIONS, LANDSCAPING SERVICES AND  
SEASONAL SERVICES BY LOCATION “*

**MOUNTWEST COMMUNITY AND TECHNICAL COLLEGE**

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**MOUNTWEST COMMUNITY AND TECHNICAL COLLEGE**

**Questions will be received until (Thursday: April 23, 2020, 5:00 P.M. EDST)**

**Proposals will be received until (Thursday: May 21, 2020, 5:00 P.M EDST)**

**SECTION 1: General Information and Standard Terms and Conditions**

**1.1 Purpose:**

Mountwest Community and Technical College is seeking competitive proposals from qualified vendors that have the professional capability and experience to plan, as well as, implement a successful multi-location services package to include: Lawn Maintenance, Snow Removal, Salt Application, Landscaping Services and Seasonal Services.

**1.2 Schedule of Events:**

Release of RFP:	April 13, 2020 (Monday)
Question Deadline:	April 23, 2020 by 5:00 PM EDST (Thursday)
Addendum/Response to Questions:	April 30, 2020 by 5:00 PM EDST (Thursday)
Mandatory Site Visit (Multiple Locations)	May 14, 2020 10:00 AM EDST (Thursday)
Proposal Due Date:	May 21, 2020 by 5:00 PM EDST (Thursday)
Bid Opening Date:	May 25, 2020 2:00PM EDST (Monday)
Contract Target Award Date:	June 2, 2020 by 5:00PM EDST (Tuesday)
Contract Effective Date	July 1, 2020 (Wednesday)

**1.3 Vendor's Point of Contact:**

The sole point of contact for questions, clarification and inquiries concerning this Request for Proposal (RFP) is:

David Pigman, Director of Purchasing  
One Mountwest Way, #415  
Huntington, WV 25701  
E-mail: [pigmand@mctc.edu](mailto:pigmand@mctc.edu) (Preferred Form of Contact)  
Phone: 904 316 7902

**1.4 Posting of Information:**

This RFP and any addenda, including answers to questions, will be posted to:  
<http://www.wvhepc.edu/resources/purchasing-and-finance/> as well as in the Purchasing Division's office located at:

David Pigman, Director of Purchasing  
One Mountwest Way, #415  
Huntington, WV 25701

### **1.5 Questions and Answers:**

Questions concerning this RFP will be received in writing (via e-mail is acceptable) by the point of contact until the deadline identified in Section 1.2. When submitting questions by e-mail, please reference **RFP#-MCTCLWNSNWSVC-2020** in the subject line. Questions, if any, will be answered by addendum and posted to the webpage identified in Section 1.4 above.

Site visits have been scheduled for May 14, 2020 10:00 AM EDT (Thursday). ***A maximum of two (2) attendees from each vendor are permitted.*** Failure or omission of any vendor to visit the site(s) and acquaint himself/herself with conditions that exist will automatically deem the proposal as non-responsive and subject to rejection. **Please email The Director of Purchasing of your intention to attend a Site Visit.**

### **1.6 Proposal Submission:**

Deliver an original and three (3) copies of the proposal on or before the date required in Section 1.2. The outside of the envelope should be clearly marked with the RFP number, the bid opening date/time and the Director of Purchasing's name (David Pigman).

In addition, a digital copy of the proposal should be submitted; the preferred method for submission of the digital copy is by flash/thumb drive which should be included with the original bid.

**Proposals received after the due time and date will not be considered. It is the vendor's sole responsibility to ensure timely delivery of the proposal.**

### **1.7 Proposals**

Proposals shall remain in effect for a minimum of ninety (90) days from the submission date.

### **1.8 Conflict of Interest:**

By signing the proposal, the vendor affirms that it and its' officers, members and employees have no actual or potential conflict of interest, beyond the conflicts disclosed in its' proposal. Vendor will not acquire any interest, direct or indirect, that would conflict or compromise in any manner or degree with the performance of its services under this contract. If any potential conflict is later discovered or if one arises, the vendor must disclose it to Mountwest Community and Technical College promptly.

### **1.9 Independent Proposal:**

A proposal will not be considered for award if the price in the proposal has not arrived independently, without collusion, consultation, communication or agreement as to any matter relating to such prices with any other offer or with any competitor. The price quoted in the vendor's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

### **1.10 Rejection of Proposals:**

The Director of Purchasing reserves the right to accept or reject any or all proposals, in part or in whole, at his discretion. The Director reserves the right to withdraw this RFP at any time for any reason.

Submission of, or receipt by, the Director confers no rights upon the vendor nor obligates Mountwest in any manner.

#### **1.11 Expenses:**

Mountwest Community and Technical College will not be held liable for any expenses incurred by any vendor responding to this RFP including expenses to prepare or deliver the proposal or attend any oral presentation.

#### **1.12 Interviews:**

Discussions and/or interviews may be held with the vendors under final consideration prior to making a selection for award; however, the RFP may be awarded without such discussions or interviews.

#### **1.13 Oral Statements and Commitments:**

Any oral representations made or assumed to be made during discussions held between the vendor's representatives and Mountwest Community and Technical College personnel are not binding. Only the information issued in writing and/or added to the RFP by an official written addendum is binding.

#### **1.14 Award:**

It is anticipated that a single contract will be awarded for all services. However, Mountwest reserves the right to configure the contract in whatever manner is in its' best interests.

#### **1.15 Public Record:**

All documents submitted in response to the RFP and any documents created as a result of this RFP are considered public record. All bids, proposals or offers submitted shall become public information and will be available for inspection during normal business hours at Mountwest Community and Technical College. The only exception for public record is disclosure information listed in WV Code § 29B-1-4. Primarily, only trade secrets are considered exempt from public disclosure.

#### **1.16 Contract:**

The RFP and the vendor's response will be incorporated into the contract by reference. The order of precedence is the contract, the RFP and any addendum and the vendor's proposal in the response to the RFP.

#### **1.17 Contract Term:**

This contract will be effective July 1, 2020 and shall extend for a period of three (3) years. By mutual consent of the vendor and Mountwest Community and Technical College, the contract may be renewed for an additional two (2) one (1) year periods.

#### **1.18 Contract Changes:**

Any changes to the original contract will be made via a Change Order issued by Mountwest Community and Technical College. No change is official until a signed Change Order is produced.

#### **1.19 Contract Termination for Unavailability of Funds:**

If funds are not appropriated or allocated for the services provided under this contract, Mountwest Community and Technical College may terminate the contract at the end of the affected current fiscal

period without charge or penalty. Mountwest shall give the vendor written notice of such non-appropriation or non-allocation of funds as soon as possible after Mountwest receives notice.

#### **1.20 Contract Termination for Failure to Perform:**

Mountwest Community and Technical College may terminate the contract resulting from this RFP immediately at any time if the vendor fails to meet the terms of the contract.

#### **1.21 Payment of fees will be made upon successful completion of the required services.**

Monthly payments for services satisfactorily completed may be made pursuant to a payment schedule which is deemed satisfactory to Mountwest Community and Technical College and is included in the vendor's response to this RFP.

#### **1.22 Invoices:**

The vendor shall submit invoices in arrears. State law prohibits payment of invoices prior to receipt of services. **State law does not provide for interest payments on late payments.** Invoices properly prepared and submitted in accordance with the terms and conditions of the contract are usually paid within thirty (30) days.

#### **1.23 Governing Law:**

This contract shall be governed by the laws of the State of West Virginia.

#### **1.24 Vendors are Expected:**

Vendors are expected to be fully acquainted with each site related to the proposed services and to obtain a thorough understanding of each campus landscape. It is imperative that vendors acknowledge and understand any difficulties and/or restrictions that may affect the execution of the work under the contract.

Vendors shall not be relieved from assuming all responsibility for properly estimating the difficulties and/or restrictions and cost of performing the services required because of failure to investigate the conditions or be aware of all the information concerning the services to be provided.

Site visits have been scheduled for May 14, 2020 10:00 AM EDST (Thursday). ***A maximum of two (2) attendees from each vendor are permitted.*** Failure or omission of any vendor to visit the site(s) and acquaint himself/herself with conditions that exist will automatically deem the proposal as non-responsive and subject to rejection. **Please email The Director of Purchasing of your intention to attend a Site Visit.**

### **SECTION 2: Eligibility Requirements**

#### **2.1 Vendor Registration:**

WV Code § 5A-3-12. The West Virginia Code requires that all vendors be registered with the WV Department of Administration, Purchasing Division, prior to receiving a purchase order for competitive products and/or services exceeding \$25,000. See Exhibit A.

#### **2.2 Debarment:**

WV Code §5A-3-33 through §5A-3-33F. Vendors that have been debarred by the federal government are not eligible to offer on or receive contracts to supply goods or services to the state and its subdivision for a specified period of time.

### **2.3 West Virginia Secretary of State:**

The vendor must be in compliance with the Secretary of State and should provide a copy of their business license with the proposal. For more information, contact the WV Secretary of State.

### **2.4 Taxpayer Identification Information:**

The Internal Revenue Service (IRS) requires the Commission/Council to request a taxpayer identification number (TIN) for tax reporting purposes. IRS Form W9 is used to obtain this information. See Exhibit B

### **2.5 Purchasing Affidavit:**

WV State Code §5A-3-10a. WV State Code requires all vendors to submit an affidavit regarding any debt owed to the State. The Affidavit (Exhibit C) should be completed, signed and returned with the vendor's proposal.

### **2.6 RFP Response Title Page**

The Title Page includes the RFP Number, Addenda Received check boxes, the Vendor's business name, business address and telephone number, a contact name and e-mail address and includes a signature line and date for the individual authorized to obligate the business. See Exhibit D. Vendor should include this title page with the bid response.

## **SECTION 3: Background Information**

### **3.1 Purpose:**

Mountwest Community and Technical College is seeking competitive proposals from qualified vendors for a full-service lawncare, snow removal and salt application company to work collaboratively as a partner in providing maintenance to all of the properties that are currently the responsibility of Mountwest Community and Technical College.

### **3.2 Institution Information:**

Mountwest Community and Technical College (the College) is one of West Virginia's nine community and technical Colleges. The College serves the post-secondary educational needs of the commuter, off campus, and non-traditional student population. The College currently enrolls over 3,000 students and employs 132 full-time and numerous part-time staff to support the mission of the College.

The College, with its' main campus atop a mountain South of Huntington and surrounded by the beautiful landscapes of West Virginia, continually works to enhance the image of the institution by maintaining a high standard of care for all grounds, drives, walks, and parking areas; and to provide an attractive, efficient, functional, and safe campus environment for community and student satisfaction.

Main campus, located on 35 acres south of the City of Huntington, is defined as commuting only. The 115,000 square foot facility located on the main campus houses the administration, the majority of academic offices and instructional space, and dining facilities.

In addition to the main campus, the College also maintains three (3) off-campus sites, referred to as Cabell Hall, The Center for Culinary Arts and The Cook School which provide instructional space for specialized programs requiring different attributes from the traditional classroom.

### **3.2.1 Main Campus**

Main campus, located on 35 acres south of the City of Huntington, is defined as commuting only. The 115,000 square foot facility located at One Mountwest Way, Huntington, WV 25701 houses the administration, the majority of academic offices and instructional space, and dining facilities. **(Site Map Exhibit H)**

### **3.2.2 Cabell Hall**

Cabell Hall is a 17,589 square foot facility located at 2008 7<sup>th</sup> Avenue Huntington, WV 25703 in the center of the City of Huntington adjacent to the Marshall University campus. This facility provides the College with much needed storage space for file archives and equipment. Currently there are no normal hours of operation. **(Site Map Exhibit I)**

### **3.2.3 The Center for the Culinary Arts**

The Center for Culinary Arts (CCA) provides approximately 14,000 square feet of office, traditional classroom, and specialized instructional space that consists of two (2) full-scaled commercial kitchens. The facility was acquired by the College in 2010 to accommodate the expanding needs of the Culinary Arts program. It is located at 1638 8<sup>th</sup> Avenue Huntington, WV 25703. The normal operating hours are Monday through Thursday 7:00 AM to 6:00 PM. **(Site Map Exhibit J)**

### **3.2.4 The Cook School**

The Cook School is a 3900 square foot building located at 0 S. 19<sup>th</sup> St. W Huntington, WV, 25701. It sits directly across the street from Huntington Cabell Wayne Animal Control Shelter. The building was constructed in 1949 and sits on 1.2 acres. This property was acquired by Mountwest Community and Technical College on June 28, 2018. Currently there are no normal hours of operation. **(Site Map Exhibit K)**

## **SECTION 4: Scope of Services**

### **4.1 Specifications:**

The specifications that follow detail and define the desired lawn maintenance and snow removal/salt application services by location. Although consistency exists in the specifications for each location, there are some differences. It is the Vendor's responsibility to understand these specifications and recognize such differences. Additionally, in an effort to maximize cost savings, the College has the right to award the contract in whole or in part to a vendor(s) whereas by doing so the College receives the most competitive and best pricing.

## **4.2 Services Required:**

### **4.2.1 Lawn Maintenance:**

- Grass areas are to be mowed weekly during the growing season of April through October to maintain an average height of 2 – 2 ½ inches. Dry and wet weather conditions may affect mowing times. Any deviation from the agreed mowing schedule must be discussed and documented with the Director of Physical Plant.
- Trimming and edging shall be performed around all landscaped and paved surfaces weekly.
- All vegetation shall be trimmed from paved surfaces and sidewalks weekly.
- Sidewalks and other paved services shall be swept or blown off of all grass clippings after each edging, mowing, weeding and trimming.
- Incidental litter and debris shall be removed from grass areas and discarded appropriately prior to mowing.
- Extreme caution shall be taken with the use of chemicals for weed control. Broadleaf weeds can be controlled with applications of selective herbicides which shall be approved by the Director of Physical Plant or his/her designee prior to use.

### **4.2. Snow Removal:**

- Provide snow removal services within designated areas for any and all occurrences, or when otherwise specifically requested by the Director of Physical Plant or his/her designee; salt application shall be applied to all areas as designated by the Director of Physical Plant or his/her designee.
- Provide 24/7 availability during the College's normal operating hours; snow removal should be 100% completed by 7:00 a.m., Monday through Sunday (7 days a week). Holidays and weekends shall be at the discretion of the Director of Physical Plant or his/her designee.
- Crews must consist of an adequate number of personnel and equipment to ensure delivery of services to all designated areas requested within 4 hours of snowfall.
- Snow must be properly placed within all parking areas designated to minimize loss of parking spaces; however, when evident need exists, removal of snow stockpiles may be requested by the Director of Physical Plant or his/her designee at no additional cost.

### **4.2.3 Salt Application:**

- Salt application should be done in sufficient quantities to ensure the melting of any frozen precipitation when slippery and/or icy conditions warrant.
- Attention to detail is a must to avoid a potential slip hazard from the use of excess salt. No piling.

#### **4.2.4 Landscaping Services:**

- Monthly landscaping maintenance to include: touch up mulching, weeding and planting as needed.
- Parking lot and sidewalk cracks will be sprayed monthly to control the growth of weeds.
- Shrubbery shall be pruned and shaped annually during the contract timeframe and will be scheduled accordingly by the Director of Physical Plant.

#### **4.2.5 Seasonal Services:**

- The trimming of trees less than 12 feet in height shall be completed annually to eliminate dead wood, suckering and hazardous conditions.
- Hedge trimming.
- Spring and Fall aeration and leaf removal

### **SECTION 5: Mandatory Bid Requirements**

**The requirements below must be met for the vendor to be eligible to submit a response to this RFP.**

#### **5.1 Mandatory Bid Requirement #1**

The vendor must have the professional capability and experience to plan, as well as, implement a successful multi-location services package to include: Lawn Maintenance, Snow Removal, Salt Application, Landscaping Services and Seasonal Services. At least one full time employee must serve as an account representative to Mountwest Community and Technical College.

#### **5.2 Mandatory Bid Requirement #2**

The vendor must have a minimum of three (3) years' experience in planning and implementing a successful multi-location services package that includes: Lawn Maintenance, Snow Removal, Salt Application, Landscaping Services and Seasonal Services.

#### **5.3 Mandatory Bid Requirement #3**

The vendor must have provided services similar to the services described in this RFP with at least one client.

#### **5.4 Mandatory Bid Requirement #4**

The vendor must comply with a time schedule, by location which is satisfactory to Mountwest Community and Technical College.

#### **5.5 Mandatory Bid Requirement #5**

The vendor shall maintain appropriate accounting and record keeping activities to document and substantiate all services provided under this RFP.

#### **5.6 Mandatory Bid Requirement #6**

All travel-related expenses incurred during the process of providing the services as specified in this RFP are the responsibility of the vendor and are not reimbursable.

#### **5.7 Mandatory Bid Requirement #7**

Vendor must provide all cost information in a separate sealed envelope labeled “**Pricing Information**”. Failure to do so will result in disqualification of the vendor’s bid.

### **SECTION 6: Desirable Bid Requirements**

#### **6.1 Special Projects / Unforeseen Work – Crew Supervisor**

Please List the expected hourly rate for a Crew Supervisor in the event of a Special Project or Unforeseen Event on the attached cost sheet (Exhibit F)

#### **6.2 Special Projects / Unforeseen Work – Crew General Laborer**

Please List the expected hourly rate for a General Laborer in the event of a Special Project or Unforeseen Event on the attached cost sheet (Exhibit F)

### **SECTION 7: Vendor Information and Qualifications**

Provide a statement/response to each of the following:

#### **7.1 Information and Qualifications #1:**

Provide a statement of qualifications of individuals who will potentially be assigned to this project.

#### **7.2 Information and Qualifications #2:**

Describe the experience that key personnel have, their length of service with the company as well as other relevant skills. Ex. Crew Supervisor, Contact Coordinator and Owner(s) of the Company.

#### **7.3 Information and Qualifications #3:**

Describe the Firm’s size and financial stability, illustrating its ability to fulfill the terms of the RFP.

#### **7.4 Information and Qualifications #4:**

Describe any related experience that has been provided in the last three (3) years.

#### **7.5 Information and Qualifications #5:**

Provide the names, telephone numbers and mailing addresses of at least three (3) clients and the contact person from whom references may be obtained for both the firm and the key personnel assigned to the engagement. References should be from clients comparable to the type and scope of services solicited in this RFP.

## **SECTION 8: Vendor Response and Evaluation Criteria**

### **8.1 Economy of Preparation:**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the vendor's ability to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

### **8.2 Proposals:**

Proposals should be limited to one hundred (100) pages. Additional material may be presented as attachments to the main proposal.

By signing and submitting the proposal, the successful Vendor agrees to be bound to all the terms contained in this section of the RFP.

### **8.3 Proposal Format:**

Vendors should provide responses in the format listed below:

#### **8.3.1 A Title Page (Exhibit D):**

A title page should be provided. The Title Page is the preferred method of providing the vendor's information. If the vendor does not utilize the Title Page, the bid must provide a cover letter with, at a minimum, the signature of an individual authorized to obligate the company and a date.

#### **8.3.2 Table of Contents:**

Clearly identify the material by section and page number.

#### **8.3.3 Mandatory Requirement Checklist (Exhibit E):**

Clearly identify if the Mandatory Requirement is met and include a page reference as to where it is addressed in the bid.

#### **8.3.4 Project Understanding**

Vendor is to provide an explanation of their understanding of the project and their ability to meet the requirements of the RFP.

#### **8.3.5 Cost**

Cost for services should be provided on the Cost Sheet provided in Exhibit H.

NOTE: ALL PRICING INFORMATION IS TO BE PROVIDED IN A SEPARATE SEALED ENVELOPE LABELED AS PRICING INFORMATION (SEE SECTION 5.9.10).

### **8.4 Proposal Evaluation:**

The proposal will be evaluated on a one hundred (100) point scale with points assigned as outlined below. Vendor must score a minimum of 70 Points to be considered a qualifying proposal.

#### **8.4.1 Qualifications. Experience and Company Background – 30 points**

Responses to Section 5 and Section 7 will be reviewed and evaluated here.

**8.4.2 Services** – Responses to Section 7 will be reviewed and evaluated here - **40 Points**

The following questions will also be considered in the evaluation of the services section.

How will your company go about meeting the services being requested in the RFP?

How will your company handle possible special projects and unforeseen events like severe weather damage and cleanup?

**8.4.3 Price.** The low bid will receive the full **30 points**.

Each higher bid will receive a percentage of the 30 points on a ratio basis compared to the low bid cost.

**8.5 Award:**

Award will be made to the vendor receiving the highest point total.

**8.6 Exceptions:**

In the event that mutually acceptable terms cannot be reached within a reasonable period of time, with the highest ranked vendor, Mountwest Community and Technical College reserves the right to undertake negotiations with the next highest ranked vendor and so on until mutually acceptable terms can be reached.

**SECTION 9: Additional Information**

**9.1 Additional Information #1:**

By submitting a proposal in response to this RFP, a firm shall be deemed to have accepted all the terms, conditions, and requirements set forth in herein unless otherwise clearly noted and explained in writing.

Any exception(s) or additional terms and conditions a firm wishes to offer for consideration must be clearly itemized and explained. Otherwise, the RFP in total shall be incorporated into the contract by reference.

**9.2 The State's Agreement Addendum (WV-96)**

The State's Agreement Addendum (WV-96) is attached to demonstrate the State law and guidelines which must be adhered to in any contracts presented. (See Exhibit H).

A copy of additional terms and conditions that a firm wishes to offer for consideration should be enclosed with the proposal. The West Virginia Attorney General's Office must accept or reject proposed modifications to the WV-96.

## EXHIBIT A: Vendor Registration Form

**WV-1**  
REV. 09/26/18

☐ New ☐ Update

### STATE OF WEST VIRGINIA - PURCHASING DIVISION

## **VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION**

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Before a vendor is eligible to sell goods and/or services to the State of West Virginia, the **West Virginia Code** §5A-3-12 requires all vendors to have on file with the West Virginia Purchasing Division a completed Vendor Registration and Disclosure Statement. All vendors wishing to participate in the competitive bid process and receive purchase orders from the State of West Virginia exceeding \$2,500 in aggregate across all state agencies are required to complete the Vendor Registration and Disclosure Statement (WV-1 form) and pay a **\$125.00** annual fee. Payment of the annual fee includes email notifications on bid opportunities based on the commodities and services selected upon registering in the Vendor Self-Service (VSS) portal at [wvOASIS.gov](http://wvOASIS.gov). Please complete this form in its **ENTIRETY** and return it with a check or money order made payable to the **STATE OF WEST VIRGINIA** in the amount of **\$125.00**. Incomplete forms will not be processed and will be returned to the vendor. Please send completed form and payment to:

**Purchasing Division - Vendor Registration  
2019 Washington Street East  
Charleston, WV 25305-0130**

Whenever a change occurs in the information submitted, such change shall be reported immediately in the same manner as required in the original disclosure statement (**West Virginia Code** §5A-3-12). Vendors doing business with the State of West Virginia are expected to abide by the **Vendor Code of Conduct** available online at [www.state.wv.us/admin/purchase/vrc/vendorconduct.pdf](http://www.state.wv.us/admin/purchase/vrc/vendorconduct.pdf).

**Privacy Notice:** The Purchasing Division is required to collect certain information as stated in **West Virginia Code** §5A-3-12, other applicable sections of the **West Virginia Code**, the Vendor Registration and Disclosure Statement forms, and other documents to facilitate the state bidding and contract administration processes. This information is stored in a secure environment, but unless specifically protected under state law, any information provided may be inspected by or disclosed to the public.

Vendors are also required to 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 other state agencies or political subdivisions. Failure to do so may result in delay of or disqualification from a contract award pursuant to **West Virginia Code of State Rules** §148-1-6.1.7.

Should you need additional information relating to vendor registration, please visit [www.state.wv.us/admin/purchase/VendorReg.html](http://www.state.wv.us/admin/purchase/VendorReg.html). Questions concerning this Vendor Registration and Disclosure Statement may be directed to the Purchasing Division at (304) 558-2311.

**VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-,  
AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION**

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION  
To Be Completed by the Vendor and Returned to the Purchasing Division

1. Legal Name of Company/Individual \_\_\_\_\_

Bidding Address \_\_\_\_\_

Ordering Address \_\_\_\_\_

(Please provide a physical address, not a post office box.) \_\_\_\_\_

Payment Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Principle Contact Person \_\_\_\_\_ E-mail \_\_\_\_\_

Contact's Telephone Number \_\_\_\_\_ Contact's Fax Number \_\_\_\_\_

DBA, if any \_\_\_\_\_

Bidding Address \_\_\_\_\_

Ordering Address \_\_\_\_\_

Payment Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Principle Contact Person \_\_\_\_\_ E-mail \_\_\_\_\_

Contact's Telephone Number \_\_\_\_\_ Contact's Fax Number \_\_\_\_\_

2. Vendor Tax Classification:

- ☐ Individual
- ☐ Sole Proprietor
- ☐ Partnership
- ☐ Corporation
- ☐ Board Member
- ☐ Trust
- ☐ Estate

- ☐ Government
- ☐ Medical Corporation
- ☐ Attorney Corporation
- ☐ Non-Profit Organization
- ☐ Payroll
- ☐ Employee

EXHIBIT A – Vendor Registration Form W1 Cont....

**VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-,  
AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION**

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION  
To Be Completed by the Vendor and Returned to the Purchasing Division

**3. Taxpayer Identification Number (TIN):** If you have an Identification Number, enter it below. All partnerships, corporations, or companies with employees must have an EIN.

EIN

If you do not have a EIN, please enter Social Security number (SSN), Individual Taxpayer Identification Number (ITIN) or Adoptive Identification Number (ATIN) and check the correct below.

- (SSN ☐ ITIN ☐ ATIN ☐)

**4. (A) Small, Women-Owned, Minority-Owned Businesses**

**West Virginia Code** §5A-3-59 establishes a procurement certification program in West Virginia for small, women-, and minority-owned businesses. Requirements related to the certification program are provided in the **West Virginia Code of State Rules** §148-2-1 et seq. Note that this certification provides nonresident vendors preference that is equivalent to competing resident (West Virginia) vendors that have applied for resident vendor preference, in accordance with **West Virginia Code** §5A-3-37. This certification may assist resident small, women-, and minority-owned businesses when soliciting business in other states. If you are renewing your two-year SWAM business certification status, please indicate the appropriate designation below.

**Certification of Status** (Check all those which apply)

- ☐ **Minority-owned Business** [1] means a business concern that is at least fifty-one percent owned by one or more minority individuals or in the case of a corporation, partnership, or limited liability company or other entity, at least fifty-one percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.
- A “minority individual” means an individual who is a citizen of the United States or a noncitizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:
    - **African American** means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
    - **Asian American** means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands, including, but not limited to, Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
    - **Hispanic American** means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
    - **Native American** means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

EXHIBIT A – Vendor Registration Form W1 Cont....

**VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-,  
AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION**

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION

*To Be Completed by the Vendor and Returned to the Purchasing Division*

- ☐ **Small Business** [2] means a business, independently owned or operated by one or more persons who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, which, together with affiliates, has two hundred fifty or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.
- ☐ **Women-owned Business** [3] means a business concern that is at least fifty-one percent owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least fifty-one percent of the equity ownership interest is owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law.

**(B) Other Federal Designations**

Additionally, by providing the following information, I represent that this enterprise is a small business as defined by the **Code of Federal Regulations**, Title 13, Part 121, as appended - which contains detailed industry definitions and related procedures - and/or the characteristics of the enterprise's control, operation and/or ownership are accurately reflected in the information provided. *Check all that apply.*

- ☐ Disabled Small Business Ownership [4]
- ☐ Veteran Small Business Ownership [5]

**5. Commodity Codes:** You may register for commodity codes for the products and services that you offer, which will provide you with bid opportunity alerts and notifications should you become a paid registered vendor. To perform this function, visit the Vendor Self-Service (VSS) Portal at [wvOASIS.gov](http://wvOASIS.gov).

**6. List the name, title, city and state of residence for all owners/officers.** If the vendor is an **individual**, list his or her name and city and state of residence, and, if he or she has associates or partners sharing in his or her business, list their names and city and state of residence. If the vendor is a **firm**, list the name and city and state of residence of each member, partner or associate of the firm. If the vendor is a **corporation** created under the laws of this state or authorized to do business in this state, list the names and city and state of residence of the president, vice president, secretary, treasurer and general manager, if any, of the corporation; and the names and city and state of residence of each stockholder of the corporation owning or holding at least ten percent of the capital stock thereof. Attach an additional sheet if space is needed.

Name	Position	City and State of Residence

If the vendor has only one owner/officer, list the name, position, and city and state of residence above and please initial here: \_\_\_\_\_

EXHIBIT A – Vendor Registration Form W1 Cont....

**VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-,  
AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION**

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION  
To Be Completed by the Vendor and Returned to the Purchasing Division

7. List the bank name, city, state, and telephone number of one or more financial institutions to serve as reference for the vendor. \_\_\_\_\_

8. What is the latest Dun & Bradstreet number and rating on the vendor? \_\_\_\_\_

9. Is the vendor acting as an agent for some other individual, firm or corporation? If yes, attach statement of the principal authorizing such representation. ☐ No ☐ Yes

By signing below and submitting this form, the vendor certifies and acknowledges that: 1) it has obtained all licenses, certifications, and authorizations necessary to lawfully conduct business in the state of West Virginia; and 2) that the assertions made by completing this form and delivering it to the Purchasing Division are accurate and true in accordance with the applicable law and rules. As authorized agent of the vendor named herein, I do solemnly swear that the above information is true and complete, in accordance with **West Virginia Code §5A-3-12(e)**.

In the event that the vendor is applying for certification as a small, women-, or minority-owned business, the vendor's signature below further certifies that: 1) the state in which the vendor has its headquarters or principal place of business does not deny a like certification to a West Virginia based small, women-owned, or minority-owned business; 2) the state in which the vendor has its headquarters or principal place of business does not provide a preference to small, women-owned, or minority-owned firms that is unavailable to West Virginia based businesses; and, 3) that it has read and understands this form, along with the law and rules governing certification as a small, women-owned, or minority-owned business.

\_\_\_\_\_  
*Authorized Agent of Vendor (Print Name)*

\_\_\_\_\_  
*Authorized Agent (Signature)*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

**PURCHASING DIVISION  
USE ONLY**

Vendor ID: \_\_\_\_\_  
Check No. : \_\_\_\_\_  
Memo No. : \_\_\_\_\_  
Date: \_\_\_\_\_  
Entered by: \_\_\_\_\_

# EXHIBIT B: Taxpayer Identification Form W9

<b>Form W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b> ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	<b>Give Form to the requester. Do not send to the IRS.</b>
<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
<b>2</b> Business name/disregarded entity name, if different from above		
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____		
<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
<b>6</b> City, state, and ZIP code		
<b>7</b> List account number(s) here (optional)		
<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.		
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <b>Social security number</b>  <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> </div> <div style="width: 35%;"> <b>or</b>  <b>Employer identification number</b>  <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> </div> </div>		
<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <b>Sign Here</b>          Signature of U.S. person ▶ _____       </div> <div style="width: 45%;">         Date ▶ _____       </div> </div>		
<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted. <b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> . <b>Purpose of Form</b> An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.		
<ul style="list-style-type: none"> <li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>• Form 1099-S (proceeds from real estate transactions)</li> <li>• Form 1099-K (merchant card and third party network transactions)</li> <li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>• Form 1099-C (canceled debt)</li> <li>• Form 1099-A (acquisition or abandonment of secured property)</li> </ul> Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.		

## EXHIBIT B - Taxpayer Identification Form W9 Cont....

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

### Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

### What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

## EXHIBIT B - Taxpayer Identification Form W9 Cont....

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### Specific Instructions

#### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

#### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

#### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

#### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

##### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

## EXHIBIT B - Taxpayer Identification Form W9 Cont....

Form W-9 (Rev. 10-2018)

Page **4**

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

## EXHIBIT B - Taxpayer Identification Form W9 Cont....

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/identitytheft](http://www.irs.gov/identitytheft) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## EXHIBIT C: Purchasing Affidavit

STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

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

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

EXHIBIT D

TITLE PAGE

The undersigned declares that he/she has read the RFP and that the following proposal is submitted as a good faith response.

The undersigned declares that he/she has the authority to obligate the company.

The undersigned acknowledges receipt of the following addenda, if released. If no addenda are released, this section is to be left blank:

Addendum 1 \_\_\_\_\_ (initial receipt)

Addendum 2 \_\_\_\_\_ (initial receipt)

Addendum 3 \_\_\_\_\_ (initial receipt)

\_\_\_\_\_  
(Signature of Signee)

\_\_\_\_\_  
(Name of Signee)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(E-mail)

\_\_\_\_\_  
(Date)

EXHIBIT E: Mandatory Requirements Checklist

<input type="checkbox"/>	<p><b>5.1 Mandatory Bid Requirement #1</b></p> <p>The vendor must have the professional capability and experience to plan, as well as, implement a successful multi-location services package to include: Lawn Maintenance, Snow Removal, Salt Application, Landscaping Services and Seasonal Services. At least one full time employee must serve as an account representative to Mountwest Community and Technical College.</p>
<input type="checkbox"/>	<p><b>5.2 Mandatory Bid Requirement #2</b></p> <p>The vendor must have a minimum of three (3) years' experience in planning and implementing a successful multi-location services package that included: Lawn Maintenance, Snow Removal, Salt Application, Landscaping Services and Seasonal Services.</p>
<input type="checkbox"/>	<p><b>5.3 Mandatory Bid Requirement #3</b></p> <p>The vendor must have provided services similar to the services described in this RFP with at least one client.</p>
<input type="checkbox"/>	<p><b>5.4 Mandatory Bid Requirement #4</b></p> <p>The vendor must comply with a time schedule, by location which is satisfactory to Mountwest Community and Technical College.</p>
<input type="checkbox"/>	<p><b>5.5 Mandatory Bid Requirement #5</b></p> <p>The vendor shall maintain appropriate accounting and record keeping activities to document and substantiate all services provided under this RFP.</p>
<input type="checkbox"/>	<p><b>5.6 Mandatory Bid Requirement #6</b></p> <p>At the request of Mountwest, the vendor will travel to and from Mountwest locations. All travel-related expenses incurred during the process of providing the services as specified in this RFP are the responsibility of the vendor and are not reimbursable.</p>
<input type="checkbox"/>	<p><b>5.7 Mandatory Bid Requirement #7</b></p> <p>Vendor must provide all cost information in a separate sealed envelope labeled "<b>Pricing Information</b>". Failure to do so will result in disqualification of the vendor's bid.</p>

EXHIBIT F: Cost Sheet

**RFP MCTCLWNSNWSVC-2020 COST SHEET**

*(to be included in separate sealed envelope)*

Vendor Name: \_\_\_\_\_

Amounts quoted must be all-inclusive. No additional amounts, such as for travel or overhead, will be paid to the vendor.

**Breakdown of Services:**

**Lawn Maintenance Monthly Cost Per Location**

Main Campus	\$
Cabell Hall	\$
The Center for the Culinary Arts	\$
The Cook School	\$

**Snow Removal Cost Per Event Per Location**

Main Campus	\$
Cabell Hall	\$
The Center for the Culinary Arts	\$
The Cook School	\$

**Salt Application Cost Per Event Per Location**

Main Campus	\$
Cabell Hall	\$
The Center for the Culinary Arts	\$
The Cook School	\$

**Vendor must provide rates for emergency and special / seasonal services:**

Crew Supervisor	\$	<b>HR</b>
Crew General Labor	\$	<b>HR</b>

## EXHIBIT G: Agreement Addendum WV96

WV-96  
1/1/2019

### STATE OF WEST VIRGINIA ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS

State Agency, Board, or Commission (the "State"):

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service:

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

EXHIBIT G: Agreement Addendum WV96 Cont.....

WV-96  
1/1/2019

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.
- Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strikethrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: \_\_\_\_\_

Vendor: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT H: Site Map – Main Campus


3/17/2020

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### Cabell County, WV

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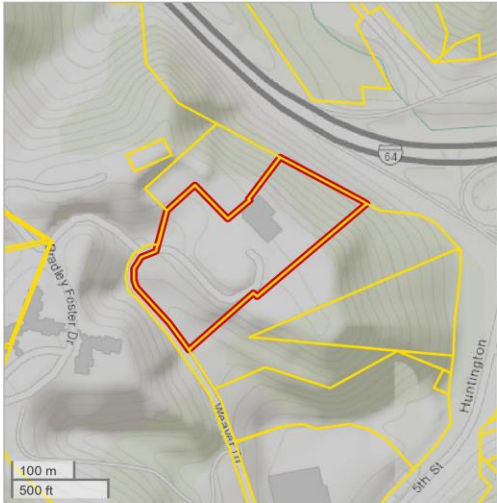

Irv Johnson  
Assessor  
750 Fifth Ave.  
Huntington, WV 25701  
(304) 526-8687

parid:	04 5001200060000
dist:	04
map:	05
parcel:	12.6
own1:	MOUNTWEST COMM & TECH COLLEGE
own2:	
owneraddr:	1 JOHN MARSHALL DR
situsaddr:	0 5TH STREET RD
cityname:	HUNTINGTON
statecode:	WV
legal1:	3.96 AC
legal2:	5TH STREET RD
book:	1215
page:	522
aprland:	79600
aprbldg:	0
aprtot:	79600
acres:	3.96

# EXHIBIT H: Site Map – Main Campus Continued.....


3/17/2020

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Assessor  
750 Fifth Ave.  
Huntington, WV 25701  
(304) 526-8687

parid:	04 5001200050000
dist:	04
map:	05
parcel:	12.5
own1:	MOUNTWEST COMM & TECH COLLEGE
own2:	
owneraddr:	1 JOHN MARSHALL DR
situsaddr:	2205 MOUNTWEST WAY
cityname:	HUNTINGTON
statecode:	WV
legal1:	12.176 AC
legal2:	2205 MOUNTWEST WAY
book:	1215
page:	531
aprland:	354900
aprbldg:	3225200
aprtot:	3580100
acres:	12.18

## EXHIBIT H: Site Map – Main Campus Continued.....


3/17/2020

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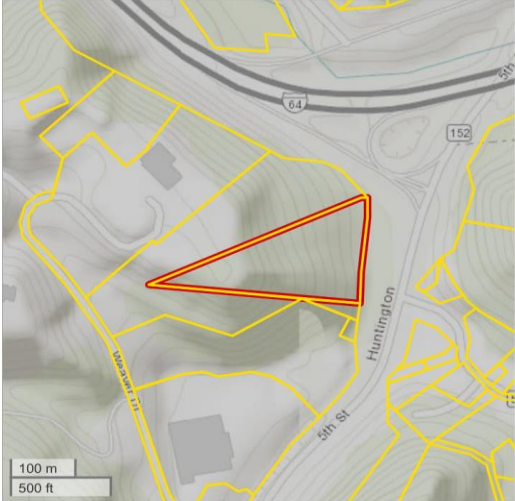

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parid:	04 5001200000000
dist:	04
map:	05
parcel:	12
own1:	MOUNTWEST COMM & TECH COLLEGE
own2:	
owneraddr:	1 JOHN MARSHALL DR
situsaddr:	0 5TH STREET RD
cityname:	HUNTINGTON
statecode:	WV
legal1:	11.99 AC 4 POLE CRK
legal2:	5TH STREET RD
book:	1215
page:	522
aprland:	156700
aprbldg:	0
aprtot:	156700
acres:	11.99

# EXHIBIT H: Site Map – Main Campus Continued.....


3/17/2020

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**Cabell County**  
Assessor



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parid:	04 5001800000000
dist:	04
map:	05
parcel:	18
own1:	MOUNTWEST COMM & TECH COLLEGE
own2:	
owneraddr:	1 MOUNTWEST WAY
situsaddr:	0 5TH STREET RD
cityname:	HUNTINGTON
statecode:	WV
legal1:	6.846 AC HISEY FK/4 POLE
legal2:	5TH STREET RD
book:	1369
page:	511
aprland:	39600
aprbldg:	0
aprtot:	39600
acres:	6.85

## EXHIBIT I: Site Map – Cabell Hall


3/17/2020

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(304) 526-8687

parid:	05 19059400000000
dist:	05
map:	19
parcel:	594
own1:	MOUNTWEST COMM & TECH COLLEGE
own2:	
owneraddr:	P O BOX 1539
situsaddr:	2008 7TH AVE
cityname:	HUNTINGTON
statecode:	WV
legal1:	BLK 196 PT LT 12-13-14
legal2:	2008 7TH AVE
book:	S499
page:	000
aprland:	61500
aprbldg:	474400
aprtot:	535900
acres:	0.28

## EXHIBIT J: Site Map – Center for the Culinary Arts


3/17/2020

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### Cabell County, WV

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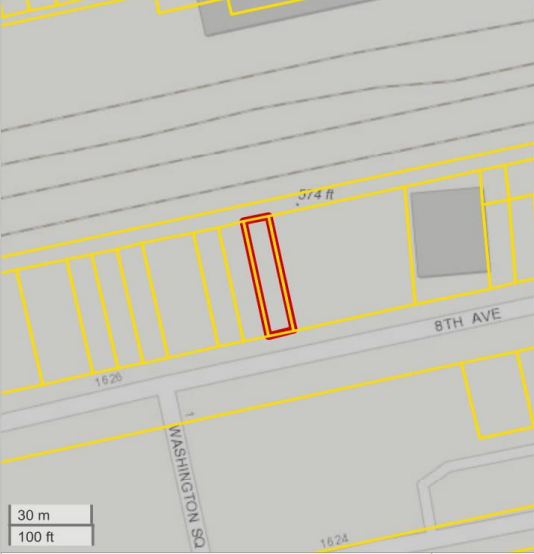

Irv Johnson  
Assessor  
750 Fifth Ave.  
Huntington, WV 25701  
(304) 526-8687


parid:	05 31005400000000
dist:	05
map:	31
parcel:	54
own1:	MOUNTWEST COMM & TECH COLLEGE
own2:	
owneraddr:	1 MOUNTWEST WAY
situsaddr:	1638 8TH AVE
cityname:	HUNTINGTON
statecode:	WV
legal1:	BLK 172 150 X 140
legal2:	1638 8TH AVE
book:	1338
page:	611
aprland:	83800
aprbldg:	466600
aprtot:	550400
acres:	0.48

# EXHIBIT J: Site Map – Center for the Culinary Arts Continued.....

3/17/2020

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<h2 style="margin: 0;">Cabell County, WV</h2> <p style="font-size: 0.8em; margin: 5px 0;">Cabell County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with W.V. Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Cabell County Land Records GIS and is maintained for the internal use of the County. The County of Cabell and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Cabell County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.</p> <div style="text-align: center; margin: 10px 0;">  </div> <p style="font-size: 0.8em; margin: 0;">Irv Johnson Assessor 750 Fifth Ave. Huntington, WV 25701 (304) 526-8687</p>	<table style="width: 100%; border-collapse: collapse;"> <tr><td style="border-bottom: 1px solid black; padding: 2px 5px;">parid:</td><td style="padding: 2px 5px;">05 31005300000000</td></tr> <tr><td style="border-bottom: 1px solid black; padding: 2px 5px;">dist:</td><td style="padding: 2px 5px;">05</td></tr> <tr><td style="border-bottom: 1px solid black; padding: 2px 5px;">map:</td><td style="padding: 2px 5px;">31</td></tr> <tr><td style="border-bottom: 1px solid black; padding: 2px 5px;">parcel:</td><td style="padding: 2px 5px;">53</td></tr> <tr><td style="border-bottom: 1px solid black; padding: 2px 5px;">own1:</td><td style="padding: 2px 5px;">MOUNTWEST COMM &amp; TECH COLLEGE</td></tr> <tr><td style="border-bottom: 1px solid black; padding: 2px 5px;">own2:</td><td style="padding: 2px 5px;"></td></tr> <tr><td style="border-bottom: 1px solid black; padding: 2px 5px;">owneraddr:</td><td style="padding: 2px 5px;">1 MOUNTWEST WAY</td></tr> <tr><td style="border-bottom: 1px solid black; padding: 2px 5px;">situsaddr:</td><td style="padding: 2px 5px;">1636 8TH AVE</td></tr> <tr><td style="border-bottom: 1px solid black; padding: 2px 5px;">cityname:</td><td style="padding: 2px 5px;">HUNTINGTON</td></tr> <tr><td style="border-bottom: 1px solid black; padding: 2px 5px;">statecode:</td><td style="padding: 2px 5px;">WV</td></tr> <tr><td style="border-bottom: 1px solid black; padding: 2px 5px;">legal1:</td><td style="padding: 2px 5px;">BLK 311 LT 14</td></tr> <tr><td style="border-bottom: 1px solid black; padding: 2px 5px;">legal2:</td><td style="padding: 2px 5px;">(1636) 8TH AVE</td></tr> <tr><td style="border-bottom: 1px solid black; padding: 2px 5px;">book:</td><td style="padding: 2px 5px;">1338</td></tr> <tr><td style="border-bottom: 1px solid black; padding: 2px 5px;">page:</td><td style="padding: 2px 5px;">611</td></tr> <tr><td style="border-bottom: 1px solid black; padding: 2px 5px;">aprland:</td><td style="padding: 2px 5px;">16800</td></tr> <tr><td style="border-bottom: 1px solid black; padding: 2px 5px;">aprldg:</td><td style="padding: 2px 5px;">0</td></tr> <tr><td style="border-bottom: 1px solid black; padding: 2px 5px;">aprtot:</td><td style="padding: 2px 5px;">16800</td></tr> <tr><td style="border-bottom: 1px solid black; padding: 2px 5px;">acres:</td><td style="padding: 2px 5px;">0.1</td></tr> </table>	parid:	05 31005300000000	dist:	05	map:	31	parcel:	53	own1:	MOUNTWEST COMM & TECH COLLEGE	own2:		owneraddr:	1 MOUNTWEST WAY	situsaddr:	1636 8TH AVE	cityname:	HUNTINGTON	statecode:	WV	legal1:	BLK 311 LT 14	legal2:	(1636) 8TH AVE	book:	1338	page:	611	aprland:	16800	aprldg:	0	aprtot:	16800	acres:	0.1
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# EXHIBIT J: Site Map – Center for the Culinary Arts Continued.....


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**Cabell County**  
Assessor

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Huntington, WV 25701  
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legal2:	(1634) 8TH AVE
book:	1338
page:	611
aprland:	16800
aprbldg:	2800
aprtot:	19600
acres:	0.1

EXHIBIT L: Summary of Services for Each Campus

Summary of Services needed at each Campus		Exhibit			
Item #	(See pages for full description of services.)	Main Campus	Cabell Hall	Center for Culinary Arts	Cook School
1	Weekly Services (April, May, June, July, August, September, October)				
	Grass Mowed	X	X	X	X
	Trimming and edging around all landscaped and paved surfaces	X	X	X	X
	Vegetation trimmed from paved surfaces including sidewalks	X	X	X	X
	Paved surfaces including sidewalks swept or blown off	X	X	X	X
	Incidental litter and debris removed and discarded	X	X	X	X
	Mulch beds weeded	X	X	X	X
2	Monthly Services (April, May, June, July, August, September, October)				
	Touch-up Mulching	X	N/A	N/A	N/A
	Parking lot and sidewalk cracks sprayed for weeds.	X	X	X	X
3	November/March				
	Fall clean-up of leaves	X	X	X	X
	Aeration and overseeding of lawn areas	X	N/A	N/A	N/A
4	Snow Removal Services (December, January, February, March)				
	Snow removal within designated areas	X	Upon request	X	Upon request
5	Salt Application Services ( December, January, February, March)				
	Application of salt within designated areas	X	Upon request	Upon request	Upon request
6	Seasonal Services performed once annually				
	Tree trimming to eliminate dead wood, suckers and/or hazardous conditions	X	N/A	N/A	N/A
	Hedge/Shrubbery trimming and shaping	X	N/A	N/A	N/A
7	Seasonal Services performed twice annually				
	Removal of brush/weeds along railroad tracks			X	
	Spraying of bursh/weeds along railroad tracks			X	