



State of West Virginia Agency Master Agreement

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE DEPARTMENT CONTACT.

Order Date: 2024-06-26

Order Number: AMA 0603 8330 ADJ2200000001 4	Procurement Folder: 904668
Document Name: Trash Disposal Services for MCA South	Reason for Modification: Change Order 3 Renewal from 8-1-24 - 7-31-25
Document Description: 22MCAS-263	
Procurement Type: Agency Master Agreement	
Buyer Name: Nancy C Baire	
Telephone: 304-561-6449	
Email: nancy.c.baire.nfg@army.mil	
Shipping Method: Best Way	Effective Start Date: 2021-08-01
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2025-07-31

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000211605 CITY OF MONTGOMERY 321 FOURTH AVENUE MONTGOMERY WV 25136 US Vendor Contact Phone: 304-442-5181 Extension: Discount Details: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr style="background-color: #cccccc;"> <th style="width: 5%;">#</th> <th style="width: 15%;">Discount Allowed</th> <th style="width: 40%;">Discount Percentage</th> <th style="width: 40%;">Discount Days</th> </tr> </thead> <tbody> <tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr> <tr><td>#2</td><td>No</td><td></td><td></td></tr> <tr><td>#3</td><td>No</td><td></td><td></td></tr> <tr><td>#4</td><td>No</td><td></td><td></td></tr> </tbody> </table>	#	Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Nancy C Baire Requestor Phone: 304-561-6449 Requestor Email: Nancy.c.baire.nfg@army.mil
#	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
STATE FINANCE ADJUTANT GENERALS OFFICE 1703 COONSKIN DR CHARLESTON WV 25311-1085 US	MOUNTAINEER CHALLENGE PROGRAM - SOUTH ADJUTANT GENERALS OFFICE 305 FAYETTE PIKE MONTGOMERY WV 25136 US

Total Order Amount:	Open End
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BAIRE.NANCY.CA
ROL.1573012921

Digitally signed by
BAIRE.NANCY.CAROL.1573012921
Date: 2024.06.26 10:57:21 -04'00'

DEPARTMENT AUTHORIZED SIGNATURE
SIGNED BY : Nancy C Baire
DATE: 2024-06-26
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The for the Adjutant General of West Virginia, will provide to the Mountaineer Challenge Academy (South) located at 305 Fayette Pike, Montgomery, WV ; Trash Pickup Services for the Mountaineer Challenge Academy students enrolled and residing at MCA South at rates established herein for the contract period noted below in accordance with the attached general terms and conditions. Rates are based on 52 students and at a rate of \$950.00 per month. If the student count changes significantly, this amount could increase. The amount of pay will not exceed \$15,000.00 per year.

Life of Contract: August 1, 2021, through July 31, 2024.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	76121602			EA	\$0.00
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Trash Disposal Services as per attached

Extended Description:

Trash Disposal Services as per attached

	Document Phase	Document Description	Page
ADJ2200000001	Final	22MCAS-263	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



DEPARTMENT OF THE ARMY
ADJUTANT GENERAL'S OFFICE
JOINT FORCES HEADQUARTERS WEST VIRGINIA
1707 COONSKIN DRIVE
CHARLESTON, WEST VIRGINIA 25311-1026

City of Montgomery
321 4th Ave
Montgomery, WV 25136
Attn: Sonja Mitchell

Date: June 18, 2024
Procurement Analyst: Nancy Baire
Change Order No. 3
Phone: 304-561-6449

Dear Ms. Mitchell,

Our current contract AMA 0603 0603 ADJ2200000001 to provide trash disposal service for the WV Adjutant General is up for its third of three (3) renewal periods on July 31, 2024.

If you are agreeable to renew the original contract prices according to all terms, conditions, & specifications contained in the original contract & all authorized change orders, for the period noted below, please sign & date at the bottom of this document. We have already received a copy of your new Insurance Certificate for the file, so this is not needed currently.

Effective date of renewal: August 1, 2024 through July 31, 2025.

Renewals remaining: 0

Sign Name Sonja Mitchell Vendor's Signature agreeing to
Print Name Sonja Mitchell Change Order 3.

If you have any questions or need additional information, please contact me as soon as possible at 304-561-6449 or email nancy.c.baire.nfg@army.mil .

Thank you,

BAIRE.NANCY.CA Digitally signed by
BAIRE.NANCY.CAROL.1573012921
ROL.1573012921 Date: 2024.06.18 13:31:59 -0400'

Nancy C. Baire
Procurement Analyst
WV Military Authority
Construction & Facilities Management Office

CERTIFICATE OF COVERAGE

Issue Date: 5/6/2024

THIS CERTIFICATE OF COVERAGE IS ISSUED AS A MATTER OF INFORMATION ONLY. IT CONFERS NO RIGHTS UPON THE THIRD PARTY REQUESTING THE CERTIFICATE BEYOND WHAT THE REFERENCED COVERAGE CONTRACT EXPRESSLY PROVIDES. THIS CERTIFICATE OF COVERAGE DOES NOT EXTEND, AMEND, OR ALTER THE COVERAGE, TERMS, EXCLUSIONS, OR CONDITIONS AFFORDED BY THE COVERAGE CONTRACT REFERENCED IN THIS CERTIFICATE OF COVERAGE

PRODUCER:	Risk Management Programs, Inc. 1819 Electric Road, Suite C Roanoke, VA 24018		CONTACT NAME:	Zack Bowdel
			PHONE:	(844) 986-2705
			EMAIL:	zbowl@riskprograms.com
MEMBER:	City of Montgomery 321 Fourth Ave Montgomery, WV 25136		COMPANIES AFFORDING COVERAGE	
			COMPANY A:	West Virginia Communities Risk Pool

COVERAGES

This is to certify that the coverages listed below have been issued to the member named above for the contract period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the coverages described herein is subject to all the terms, exclusions and conditions of such coverage contracts. Limits shown may have been reduced by paid claims.

CO LTR	TYPE OF COVERAGE	CONTRACT NUMBER	CONTRACT EFFECTIVE DATE	CONTRACT EXPIRATION DATE	LIMITS / DEDUCTIBLES
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Occurrence	WV-CI-724-25	07/01/2024	07/01/2025	Each Occurrence Lim. \$1,000,000
					Fire Damage (Any one fire) Lim. \$100,000
					General Aggregate Lim. NONE
					Personal & ADV Injury Lim. \$1,000,000
					Products - Comp/OP Lim. \$1,000,000
					General Liability Ded. \$0
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> All Owned Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Non-Owned Autos	WV-CI-724-25	07/01/2024	07/01/2025	Combined Single Limit Lim. \$1,000,000
					Auto Liability Ded. \$0
A	AUTOMOBILE PHYSICAL DAMAGE	WV-CI-724-25	07/01/2024	07/01/2025	Collision (ACV) Ded. \$1,000
					Comprehensive (ACV) Ded. \$1,000
A	CRIME	WV-CI-724-25	07/01/2024	07/01/2025	Blanket Lim. \$250,000
					Per Occurrence Ded. \$250
A	EXCESS LIABILITY <input checked="" type="checkbox"/> Excess General Liability <input checked="" type="checkbox"/> Excess Automobile Liability <input checked="" type="checkbox"/> Excess Law Enforcement Liability <input checked="" type="checkbox"/> Excess Public Officials Liability <input type="checkbox"/> Excess Educators Legal Liability <input checked="" type="checkbox"/> Other than Umbrella Form	WV-CI-724-25	07/01/2024	07/01/2025	Excess Automobile Liability - Aggregate Lim. NONE
					Excess Automobile Liability - Each Occurrence Lim. \$1,000,000
					Excess General Liability - Aggregate Lim. NONE
					Excess General Liability - Each Occurrence Lim. \$1,000,000
					Excess Law Enforcement Liability - Aggregate Lim. NONE
					Excess Law Enforcement Liability - Each Occurrence Lim. \$1,000,000
					Excess Public Officials Liability - Aggregate Lim. \$1,000,000
					Excess Public Officials Liability - Each Occurrence Lim. \$1,000,000
A	INLAND MARINE	WV-CI-724-25	07/01/2024	07/01/2025	Blanket per Schedule on File.

A	PROPERTY	WV-CI-724-25	07/01/2024	07/01/2025	Blanket per Schedule on File.
					Building & Contents Ded. \$2,500
A	PUBLIC OFFICIALS LIABILITY <input checked="" type="checkbox"/> Occurrence	WV-CI-724-25	07/01/2024	07/01/2025	Aggregate Lim. \$1,000,000
					Each Wrongful Act Lim. \$1,000,000
					Per Occurrence Ded. \$2,500
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	WV-CI-724-25	07/01/2024	07/01/2025	EL Disease - Each Emp. Lim. \$1,000,000
					EL Disease - Policy Limit Lim. \$1,000,000
					EL Each Accident Lim. \$1,000,000
					<input checked="" type="checkbox"/> WC Statutory Limits
					WC Deductible Ded. \$0
A	LAW ENFORCEMENT LIABILITY	WV-CI-724-25	07/01/2024	07/01/2025	Aggregate Lim. NONE
					Each Wrongful Act Lim. \$1,000,000
					Law Enforcement Liability Ded. \$2,500

Description of Operations / Locations / Vehicles / Special Items / Notes

RE: Trash disposal for MCA South

CERTIFICATE HOLDER

Mountaineer Challenge Academy South
ATTN: Nancy Baire
1703 Coonskin Drive
Charleston, WV 25311

Authorized Representative



WV-48
Approved / Revised 12/13/17

State of West Virginia
Purchasing Division

AGENCY DELEGATED AGREEMENT

Purchase Order # AMA ADJ220000002001 wvOASIS Vendor/ Customer # 000000211605

I, City of Montgomery, agree to perform the following services

for WV Adjutant General's Off. MCAS at 305 Fayette Pike, Montgomery, WV 25136

Trash pickup for Mountaineer Challenge Academy South (MCAS) based on tonnage which was estimated on the number of students (currently 52).

This amount is \$950.00 per month. If the number of students changes significantly, then the amount can be modified and increased but won't go above the "Not to exceed amount" of this Agreement. 22MCAS ~~200~~ 263

Date(s) of Service: from August 2021 to July 2022

The rate of pay shall be \$950.00 per month not to exceed \$ \$15,000.00 for the entire term of the contract.

NOTE: Any anticipated travel must be incorporated into the vendor's fee. No travel will be reimbursed by the State and is the sole responsibility of the vendor. The following certification must be completed and signed if the vendor is a full-time employee of the State of West Virginia.

Please check the appropriate box below:
 I am not currently a full-time employee of the State of West Virginia;
 I am currently a full-time employee of the State of West Virginia (complete certification below).

It is hereby certified that the services to be performed under this agreement will not interfere with or detract from the full-time duties of the employee and the amount of annual compensation received by _____ (above named vendor) from the State of West Virginia for full-time employment during the current fiscal year will be \$ _____. The vendor serves as _____ with the title of _____, certified by _____

GENERAL TERMS AND CONDITIONS: The General Terms and Conditions for Agency Delegated Master Terms and Conditions located on the Purchasing Division's website at <http://www.state.wv.us/admin/purchase/TCA.pdf>, ("Terms and Conditions") are hereby made a part of this agreement and are specifically incorporated herein by reference. By signing this agreement, Vendor certifies that it has reviewed the Terms and Conditions, fully understands them, and agrees to be bound by their provisions.

APPROVED BY:
Agency WV ADJ-GEN Mountaineer Challenge Academy - South
[Signature]
Procurement Manager
11/3/2021
(Date)

Vendor City of Montgomery
[Signature]
Mayor
11-3-21
(Date)

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

Angela Tackett Office Manager
(Name, Title)
Angela Tackett Office Manager
(Printed Name and Title)
321 4th Avenue Montgomery WV 25136
(Address)
304 442 5181
(Phone Number) / (Fax Number)
atackett@montgomery.wv.gov
(E-mail address)

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

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

City of Montgomery
(Company)


(Authorized Signature) (Representative Name, Title)

Greg Ingram Mayor
(Printed Name and Title of Authorized Representative)

11-3-21
(Date)

304 442 5181
(Phone Number) (Fax Number)

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: City of Montgomery

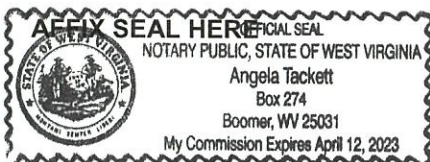
Authorized Signature:  Date: 11-3-21

State of West Virginia

County of Fayette, to-wit:

Taken, subscribed, and sworn to before me this 3rd day of November, 2021.

My Commission expires 4-12-2023, 2023.



NOTARY PUBLIC 