

Highland Street  
away, WV 26624

RECEIVED

MAR 21 2019

FINANCE DIVISION  
DOT

10 1/2

KW

Finance + Administration  
Division of Highways  
Bldg 5, Rm A-220  
1900 Kanawha Blvd E  
Charleston, WV 25302



State of West Virginia  
Request For Quotation

Procurement Folder : 540271

Document Description : TREE AND BRUSH SHEARING BY THE VENDOR 6619C043

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2019-03-12	2019-03-21 13:30:00	ARFQ 0803 DOT1900000031	3	Final

SUBMIT RESPONSES TO:	VENDOR
FINANCE & ADMINISTRATION DIVISION OF HIGHWAYS BLDG 5, RM A-220 1900 KANAWHA BLVD E CHARLESTON US	<b>Vendor Name, Address and Telephone</b> COOK'S TREE SERVICES LLC 202 HIGHLAND STREET GASSAWAY, WV 26624 (304) 689-6124
WV 25302	

FOR INFORMATION CONTACT THE

Dusty J Smith  
(304) 558-9398  
dusty.j.smith@wv.gov

Signature X

FEIN # 82-0811234

DATE 3-20-2019

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

<b>DOT1900000031</b>	<b>Document Phase</b> Final	<b>Document Description</b> TREE AND BRUSH SHEARING BY THE VENDOR 6619C043	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



State of West Virginia  
Request For Quotation

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Document Description : TREE AND BRUSH SHEARING BY THE VENDOR 6619C043

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2019-02-21	2019-03-07 13:30:00	ARFQ 0803 DOT1900000031	1	Final

SUBMIT RESPONSE TO:	VENDOR:
FINANCE & ADMINISTRATION DIVISION OF HIGHWAYS BLDG 5, RM A-220 1900 KANAWHA BLVD E CHARLESTON WV 25302 US	<b>Vendor Name, Address and Telephone</b> COOK'S TREE SERVICES LLC 202 HIGHLAND STREET GASSAWAY, WV 26624 (304) 689-6124

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**ADDITIONAL INFORMATION:**

\*\*\*\*\*NOTICE\*\*\*\*\*

MAKE SURE YOU DOWNLOAD ALL INFORMATION

TERMS AND CONDITIONS-SPECIFICATIONS-INFORMATIONAL ATTACHMENTS-PURCHASING AFFIDAVIT-PRICING PAGES

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL BE TO A REGISTER VENDOR WITH WV STATE PURCHASING, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WWSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	TREE AND BRUSH SHEARING BY THE VENDOR 6619C043	0.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
70111503			

**Extended Description**

PER THE ATTACHED PRICING PAGES

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	TECHINAL QUESTIONS DUE @ 10AM	2019-02-28

<b>DOT1900000031</b>	<b>Document Phase</b> Final	<b>Document Description</b> TREE AND BRUSH SHEARING BY THE VENDOR 6619C043	<b>Page 3</b> <b>of 3</b>
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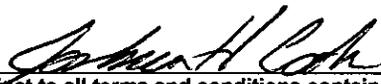
**Procurement Type :** Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
		ARFQ 0803 DOT1900000031	1	Draft

SUBMIT RESPONSES TO:	VENDOR
FINANCE & ADMINISTRATION DIVISION OF HIGHWAYS BLDG 5, RM A-220 1900 KANAWHA BLVD E CHARLESTON WV 25302 US	<b>Vendor Name, Address and Telephone</b> COOK'S TREE SERVICES LLC 202 HIGHLAND STREET GASSAWAY, WV 26624 (304) 689-6124

**FOR INFORMATION CONTACT THE**

Dusty J Smith  
 (304) 558-9398  
 dusty.j.smith@wv.gov

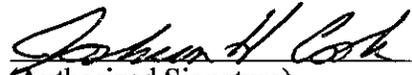
Signature X  FEIN # 82-0811234 DATE 3-20-2019

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

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through the West Virginia Vendor Self Service Portal website, 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.

COOK'S TREE SERVICES LLC  
(Full Company Name)

  
(Authorized Signature)

JOSHUA COOK            OWNER  
(Print or Type Name and Title  
of Signatory)  
(304) 689-6124  
(Phone Number)

\_\_\_\_\_  
(Fax Number)

cookstreeservicesllc@gmail.com  
(Email address)

MARCH 20, 2019  
(Date)

**Form pre-approved by DOH legal division on July 12, 2016.  
Attorney signature not required.**

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: \_\_\_\_\_ Address: \_\_\_\_\_

Name of Authorized Agent: \_\_\_\_\_ Address: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Contract Description: \_\_\_\_\_

Governmental agency awarding contract: \_\_\_\_\_

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

Signature: Joshua H Cook

Date Signed: 3-20-19

**Notary Verification**

State of West Virginia, County of Braxton

I, Joshua H Cook, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 20 day of March, 2019.

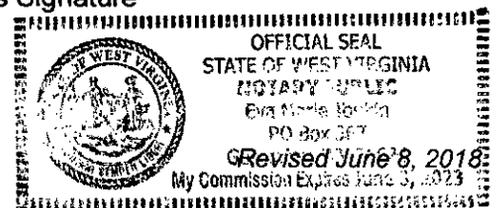
Chris M. Jones  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_



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 exceed 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: Cook's Tree Services LLC

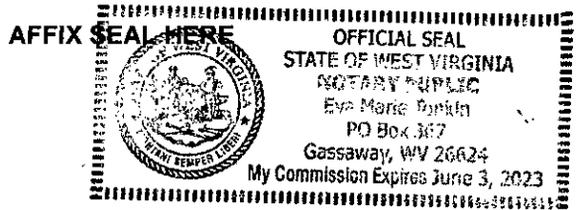
Authorized Signature: [Signature] Date: 3-20-18

State of West Virginia

County of Braxton, to-wit:

Taken, subscribed, and sworn to before me this 20 day of March, 2019.

My Commission expires June 3, 2023.



NOTARY PUBLIC [Signature]

**INFORMATION ATTACHMENT FORM**  
**Vendor's Storage Sites**  
**Tree and Brush Shearing by the Vendor**

**VENDOR NAME** COOK'S TREE SERVICES LLC

**Mandatory - Vendor shall complete this form and return with bid submission.**

**If a Vendor will be servicing this contract from multiple Locations and ALL pricing is the same, ALL Locations can be listed on one Information Attachment Form and one set of Pricing Pages is acceptable.**

**If a Vendor will be servicing this contract from multiple Locations, at varying prices, *additional*, separate Information Attachment Forms and additional Pricing Pages are required.**

Vendor's Base Location:

202 HIGHLAND STREET
GASSAWAY, WV 26624

Vendor's Base Location:


Vendor's Base Location:


Vendor's Base Location:


REQUEST FOR QUOTATION  
Tree and Brush Shearing by the Vendor

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each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

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

**Contract Manager:** JOSHUA COOK  
**Telephone Numbers:** (304) 689-6124  
**Fax Number:** \_\_\_\_\_  
**Email Address:** cookstreeservicesllc@gmail.com

# CONTRACTOR LICENSE

Authorized by the  
**West Virginia Contractor Licensing Board**

**Number:** WV056151

**Classification:**  
SPECIALTY

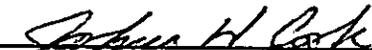
COOKS TREE SERVICES LLC  
DBA COOKS TREE SERVICES LLC  
202 HIGHLAND ST  
GASSAWAY, WV 26624

**Date Issued**

**Expiration Date**

APRIL 18, 2018

APRIL 18, 2019

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD



District 7 - Barbour County, Braxton County, Gilmer County,  
Lewis county, Upshur County and Webster County

			Unit of Measure	Unit Cost	Extended Cost
Item 1	a.	<b>Shearing and Trimming including debris cleanup,</b> Hourly Rate (first 40 hours in a work-week)	Hour	\$245.00	\$0.00
	b.	<b>Additional Charge for Overtime</b> (hours beyond 40 hours in a work-week)	Hour	\$305.00	\$0.00
	c.	<b>Mobilization</b> cost per each (One-time)	Each	\$490.00	\$0.00
	d.	<b>Site Mobilization</b> cost per shoulder mile	Shoulder Mile	\$2.25	\$0.00
Item 2	a.	<b>Shearing and Trimming WITHOUT debris cleanup,</b> Hourly Rate (first 40 hours in a work-week)	Hour	\$198.00	\$0.00
	b.	<b>Additional Charge for Overtime</b> (hours beyond 40 hours in a work-week)	Hour	\$243.00	\$0.00
	c.	<b>Mobilization</b> cost per each (One-time)	Each	\$490.00	\$0.00
	d.	<b>Site Mobilization</b> cost per shoulder mile	Shoulder Mile	\$2.25	\$0.00
Item 3	a.	<b>High Reach Trimmer including debris cleanup,</b> Hourly Rate (first 40 hours in a work-week)	Hour	\$245.00	\$0.00
	b.	<b>Additional Charge for Overtime</b> (hours beyond 40 hours in a work-week)	Hour	\$305.00	\$0.00
	c.	<b>Mobilization</b> cost per each (One-time)	Each	\$490.00	\$0.00
	d.	<b>Site Mobilization</b> cost per shoulder mile	Shoulder Mile	\$2.25	\$0.00
Item 4	a.	<b>High Reach Trimmer WITHOUT debris cleanup,</b> Hourly Rate (first 40 hours in a work-week)	Hour	\$198.00	\$0.00
	b.	<b>Additional Charge for Overtime</b> (hours beyond 40 hours in a work-week)	Hour	\$243.00	\$0.00
	c.	<b>Mobilization</b> cost per each (One-time)	Each	\$490.00	\$0.00
	d.	<b>Site Mobilization</b> cost per shoulder mile	Shoulder Mile	\$2.25	\$0.00

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:** 6619c043

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

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

Addendum Numbers Received:

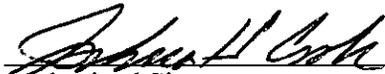
(Check the box next to each addendum received)

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

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

COOK'S TREE SERVICES LLC

Full Company Name

  
Authorized Signature

3-20-19

Date

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