

# **Request for Proposals: Landscaping Services for Greenbrier County Health Department**

RFP Number: GCHD-LAND-2025

Issue Date: June 10, 2025

Proposal Due Date: June 23, 2025, by 4:00 PM EST

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## **1. Introduction**

The Greenbrier County Commission is requesting proposals from qualified landscaping contractors to provide professional landscaping services at The Greenbrier County Health Department. The goal of this project is to enhance the aesthetic appeal, safety, and sustainability of the exterior grounds.

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## **2. Project Overview**

- Project Location: Greenbrier County Health Department, [9109 Seneca Trail S, Ronceverte, West Virginia 24970](#)
  - Scope of Work: planting of native shrubs and flowers, stone installation.
  - Seasonal maintenance of landscaping for 1 year after date of completion.
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## **3. Scope of Services**

The selected contractor will be responsible for:

- Removal of dead or invasive plants
  - Installation of selected plantings and sod in accordance with the landscape plan available at the pre-bid site meeting on June 16, 2025, including but not limited to:
    - Soil preparation and grading
    - Mulching and edging of garden beds
    - Installation of stone in garden beds
  - Periodic maintenance (e.g., mowing, trimming, weeding) for one year after project completion
  - One year warranty on plantings
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## **4. Proposal Requirements**

Interested bidders must submit the following:

- Letter of interest with contact information
- Company profile and qualifications
- Detailed cost proposal (itemized and total)
- Project timeline
- List of equipment and staff to be used
- At least three references from recent similar projects
- Proof of commercial liability insurance with limits of \$1 Million

- Proof of workers' compensation coverage
- Signed County Purchasing Addendum
- Signed ARPA Addendum
- Disclosure of any contractual terms requested by the Vendor

Documents to be completed by bidder will be distributed at Pre-Bid meeting on June 16 and will be made available on the County Website: [www.greenbriercounty.net](http://www.greenbriercounty.net).

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## 5. Timeline

- Pre-Bid Meeting: June 16, 2025@10:00 AM Greenbrier County Commission Courtroom, 912 Court St N., Lewisburg. It is recommended that interested parties visit the project location prior to this meeting.
- Deadline for Questions: June 16, 2025: questions must be submitted in writing at Pre-Bid meeting. Attendees must register at the meeting to receive further communications including answers to questions submitted at the meeting.
- Proposals must be received no later than June 23, 2025 by 4:00 PM
- Bid Opening: June 24, 2025 during Regular Meeting at 10:00 AM.
- Anticipated Award Date: June 27, 2025
- Preferred Project Start Date: July 1, 2025
- Anticipated Completion: September 30, 2025

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## 6. Submission Instructions

Proposals containing all required materials must be submitted in a sealed envelope labeled "GCHD Landscaping RFP" to:

Greenbrier County Commission  
Attn: Kelly Banton  
[912 Court St N](#)  
Lewisburg, WV 24901

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## 7. Additional Notes

- The Greenbrier County Commission shall, in its sole discretion, determine whether each candidate is qualified and reserves the right to accept or reject any or all proposals and may consider past performance, if any, with county projects.
- All proposals become property of The Greenbrier County Commission and are subject to public disclosure.
- Site inspection is **recommended** before submitting a proposal.



## ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS

Regarding the Contract between The Greenbrier County Commission of Greenbrier County, West Virginia (the "County"), and the Vendor: \_\_\_\_\_ (the "Vendor," or collectively referred to herein as the "Parties");

**WHEREAS**, the County and the Vendor are entering into a Contract for goods and/or services, and Vendor has presented one or more forms for incorporation into the Contract, and such forms include one or more terms or conditions that the County will not or cannot accept, or Vendor has presented a quote for goods or services. In consideration for the incorporation of the Vendor's form(s) into the Contract and/or acceptance of the Vendor's quote, the Vendor agrees to the terms and conditions contained in this Addendum, which specifically eliminates or alters the legal enforceability of certain terms or conditions contained in the Vendor's form(s), or constitutes the basic terms and conditions of the Contract where the Contract is silent.

**THEREFORE**, the parties agree to the following terms and conditions, and if any of such terms and conditions conflict with terms or conditions presented by Vendor, the terms and conditions contained in this Addendum shall control:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes Vendor's form(s) regardless of whether such forms are submitted or executed before or after the execution of this Addendum. In the event of any conflict between Vendor's form(s) and this Addendum, the terms contained herein shall control.
2. **PAYMENT:** Payments for goods or services shall be made in arrears only upon the later of receipt of a proper invoice or upon receipt of the goods or services. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
3. **GOVERNING LAW:** Any language requiring the application of the law of any state other than West Virginia in interpreting or enforcing the Contract is deleted and the Contract shall be governed by the laws of the State of West Virginia. Any information provided by Vendor in any form which contradicts or violates applicable West Virginia law shall have no effect.
4. **REGISTRATION:** The Vendor shall be registered and in good standing with the West Virginia Secretary of State's Office.
5. **RISK SHIFTING:** Any provision requiring the County to bear the costs of all or a majority of business or legal risks associated with the Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is deleted.
6. **LIMITING LIABILITY:** Any language limiting the Vendor's liability for direct damages to person or property is deleted.
7. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the County shall be that of an independent contractor and no principal-agent relationship or employer-employee



relationship is contemplated or created by the Contract. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed by Vendor in connection with carrying out the procurement by County, except that any such individual may be required to undergo a background check if that person shall have access to secured areas of the County or County data. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the County and shall provide the County with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

8. **INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the County, its officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data use under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe Federal, State or local laws including, but not limited to, labor and wage and hour laws.
9. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds available to the County for the purpose of this Contract. Cancellation due to lack of funding shall not constitute a default by the County.
10. **COMPLIANCE WITH LAWS:** Vendor acknowledges that it is responsible for reviewing, understanding, and complying with all applicable federal, state and local laws, regulations and ordinances, and that shall notify its subcontractors of the same obligations.
11. **ARBITRATION:** Any reference made to arbitration by the Contract, or any other documents or specifications presented by Vendor are hereby deleted as void and of no effect.
12. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding any term to the contrary, no modification of the Contract shall become binding without mutual written consent of the parties.
13. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provisions of the Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or relinquishment for the future of such



term, provision, option, right or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party. Any provision presented by Vendor requiring the County to waive any rights, claims or defenses is deleted.

- 14. SUBSEQUENT FORMS:** The terms and conditions contained in the Contract shall supersede any and all subsequent terms and conditions which may appear on any form document submitted by the Vendor to the County, including any forms or terms presented electronically or reference to information contained on any website. Acceptance or use of Vendor's forms does not constitute acceptance of the terms or conditions contained thereon.
- 15. ASSIGNMENT:** The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent.
- 16. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by the Contract will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the County; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 17. PRIVACY, SECURITY AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the County, unless the individual who is the subject of the information consents to the disclosure in writing.
- 18. LICENSING:** Vendor agrees that it and any subcontractors engaged by it shall be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision.
- 19. TAXES:** Any provision requiring the County to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The County will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
- 20. STATUTE OF LIMITATIONS:** The County does not agree to any limitation on the time in which the County may bring suit against the Vendor or any other third party is permitted, and any such clause is hereby deleted.
- 21. RENEWAL:** The County does not agree to any language that seeks to automatically renew, modify, or extend the Contract beyond the initial terms or automatically continue the Contract period from term to term, and any such clause is hereby deleted.
- 22. INSURANCE:** The Vendor shall furnish proof of insurance and must include the County as an additional insured on each policy prior to the commencement of work or invoicing. Notwithstanding the foregoing, Vendor is not required to list the County as an additional insured on Professional/Malpractice/Errors and Omission Insurance.

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

**CERTIFICATION AND SIGNATURE:** By signing below I certify that I have reviewed this Addendum in its entirety and that Vendor accepts the terms and conditions contained herein.

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Vendor

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Authorized Signature

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Name and Title of Authorized Signature

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Address

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Telephone



## **ADDENDUM FOR AMERICAN RESCUE PLAN ACT FUNDS**

This **ADDENDUM** is entered into by and between \_\_\_\_\_ (“Contractor”), and The Greenbrier County Commission, Greenbrier County, West Virginia, (the “GCC”), and forms an integral part of a contract or contracts executed between the parties to effectuate the following project:

### **RECITALS**

**WHEREAS**, the GCC has entered into a Grant Agreement with the West Virginia Department of Economic Development by and through the Office of Broadband (collectively the “State of West Virginia”) for the provision of broadband extension in Greenbrier County, West Virginia, the implementation of activities and services to accomplish certain purposes of the American Rescue Plan Act, Capital Projects Fund (the “Project”); and

**WHEREAS**, GCC has received a grant award from the Coronavirus State Fiscal Recovery Fund (“State Fiscal Recovery Fund”) or Coronavirus Local Fiscal Recovery Fund (“Local Fiscal Recovery Fund” and, together with the State Fiscal Recovery Fund, the “Fiscal Recovery Funds”) established pursuant to Sections 602 and 603, respectively, of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (“ARPA”); and

**WHEREAS**, GCC intends to pay, in part or in whole, for the cost of the Contract using monies received from the Fiscal Recovery Funds or such other sources as the State of West Virginia may provide; and

**WHEREAS**, in using such funds, GCC must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury (“Treasury”) governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022))), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the “Regulatory Requirements”); and

**WHEREAS**, pursuant to the Regulatory Requirements, GCC must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the Fiscal Recovery Funds; and

**WHEREAS**, pursuant to 2 C.F.R. § 200.327, GCC must include within the Contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is intended to be contained in this Addendum; and

**WHEREAS**, GCC shall not enter into the Contract or make any distributions of funds to Contractor using monies from the Fiscal Recovery Funds absent Contractor’s agreement and adherence to each term and condition contained herein.



**NOW, THEREFORE**, based upon the foregoing, the parties mutually agree that the following terms and conditions shall apply to the Contractor which shall incorporate such terms and conditions into each subcontract related to the Project by Contractor as follows:

I. **Equal Opportunity.** Contractor shall comply with all federal and state laws regarding equal employment opportunity, including, but not limited to Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Compliance with these provisions shall be required in all subcontracts for the Project to which Contractor is a party or beneficiary.

II. **Minority and Women Owned Business Enterprises.** Contractor agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), *when applicable*. Accordingly, Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services.

III. **Suspension and Debarment.** This contract is a covered transaction for purposes of 2 CFR part 180 and 2 CFR part 3000. As such, the Contractor is required to verify that none of Contractor's principals (as defined at 2 CFR § 180.995) or its affiliates (as defined at 2 CFR § 180.905) are excluded (as defined at 2 CFR § 180.940) or disqualified (as defined at 2 CFR § 180.935). The Contractor shall comply with 2 CFR part 180, subpart C and 2 CFR part 3000, subpart C, and shall include an express requirement to comply with these regulations in any subcontract it enters into. Failure to comply with these provisions may result in, among other things, debarment by the Federal Government.

IV. **Copeland "Anti-Kickback" Act.** Contractor and any subcontractors performing work under the Contract shall comply with 18 U.S.C. § 874. Contractor shall report all suspected or reported violations to Treasury and to GCC.

V. **Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended.** Contractor certifies that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from each tier of subcontractor up to the Contractor who in turn will forward a CERTIFICATION REGARDING LOBBYING to the awarding agency.

VI. **Access to Records.** The Contractor agrees to provide Greenbrier County, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and



transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests at no additional cost to the foregoing parties.

VII. **Rights to Inventions Made Under a Contract or Agreement.** Contracts of agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any applicable implementing regulations.

VIII. **Clean Air Act and Federal Water Pollution Control Act.**

A. ***Clean Air Act.*** Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* Contractor agrees to report each violation to GCC and understands and agrees that GCC will, in turn, report each violation as required to Treasury and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed, in whole or in part, with federal assistance provided by Treasury.

B. ***Federal Water Pollution Control Act.*** Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* Contractor agrees to report each violation to GCC and understands and agrees that GCC will, in turn, report each violation as required to assure notification to Treasury and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed, in whole or in part, with federal assistance provided by Treasury.

IX. **Prohibition on Certain Telecommunications Equipment and Video Surveillance Services or Equipment.**

A. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obtaining or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

B. Unless an exception in Section IX.C. applies, Contractor and any of its subcontractors may not use federal funds to: Procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract or extend or renew a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as defined by Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system. any equipment, system, or service.

C. "Covered Telecommunications Equipment or Services" means (a) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (b) for the purpose of public safety, security of Government



facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (c) telecommunications or video surveillance services provided by such entities or using such equipment; or (d) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.

D. **Exceptions.** This clause does not prohibit Contractor or subcontractors from providing a service that connects to the facilities of a third party, such as Backhaul, Roaming, or Interconnection Agreements, or telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

E. **Reporting Requirement.** Within one business day of knowledge by Contractor of a violation of the provisions of this section by Contractor or its subcontractors, Contractor shall notify GCC of the violation in accordance with applicable federal law.

F. **Adoption by Subcontractor.** Contractor shall cause to be inserted into all subcontracts and other contractual instruments relating to the performance of this Contract the substance of this Section IX, including this paragraph F.

X. **Assurances of Compliance with Title VI of the Civil Rights Act of 1964.**

A. Contractor and any subcontractor, or the successor, transferee, or assignee of Contractor or any subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

XI. **Contract Work Hours and Safety Standards Act.**

A. **Overtime Requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of Laborers or Mechanics shall require or permit any such Laborer or Mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such Laborer or Mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.



B. *Violation; Liability for Unpaid Wages; Liquidated Damages.* In the event of any violation of the clause set forth in Section XI.A. (Overtime Requirements), above, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and all of its subcontractors shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual Laborer or Mechanic, including watchmen and guards, employed in violation of the clause set forth in Section XI.A. (Overtime Requirements), above, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section XI.A. (Overtime Requirements), above.

C. *Withholding for Unpaid Wages and Liquidated Damages.* Unit shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold, or cause to be withheld, from any moneys payable on account of work performed by Contractor or any of its subcontractors under any such contract or any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or subcontractor for unpaid wages and liquidated damages as provided in Section XI.B. (Violation; Liability for Unpaid Wages; Liquidated Damages) of this section.

D. *Subcontracts.* Contractor or subcontractor shall insert in any subcontract the clauses set forth in Sections XI.A. through XI.D. and also a clause requiring subcontractors to include these clauses in any lower-tier subcontracts. Contractor shall be responsible for compliance by any subcontractor with the clauses set forth in Sections XI.A. through XI.D.

E. *Payroll and Records.* Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all Laborers and Mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, Social Security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of the Treasury and the Department of Labor, and Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

F. *Exceptions.* None of the requirements of Section XI of this Addendum shall apply if this Contract is a Contract (1) for transportation by land, air, or water; (2) for the transmission of intelligence; (3) for the purchase of supplies, materials, or articles ordinarily available in the open market; or (4) in an amount that is equal to or less than \$100,000.



**XII. Procurement of Recovered Materials.**

A. This section shall apply if (1) this Contract involves the purchase of an item designated by the Environmental Protection Agency ("EPA") in 40 C.F.R. Part 247 that exceeds \$10,000 or (2) the total value of such designated items acquired during Unit's preceding fiscal year exceeded \$10,000.

B. In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot (1) be acquired competitively within a timeframe providing for compliance with the Contract performance schedule, (2) meet Contract performance requirements, or (3) be acquired at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available on EPA's website. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**XIII. Domestic Preferences for Procurements.**

A. For purposes of this Section XIII, the terms below are defined as follows:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States.

2. "Manufactured Products" means items and construction materials composed, in whole or in part, of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

B. As applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials Produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other Manufactured Products. Contractor shall cause any subcontractors to include the requirements of this Section XIII in any subcontracts.

**XIV. Conflicts of Interest; Gifts and Favors.**

A. Contractor understands that (1) GCC will use Fiscal Recovery Funds to pay for the cost of this Contract and (2) the expenditure of Fiscal Recovery Funds is governed by the *Conflict of Interest Policy* of the GCC, the Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and West Virginia Carolina law.

B. Contractor certifies to GCC that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of GCC involved in the selection, award, or administration of this Contract (each a "Covered Individual"); no member of a Covered Individual's immediate family; no partner of a Covered Individual; and no organization (including Contractor) which employs or is about to employ a Covered Individual has a financial or other interest in, or has received a tangible personal benefit from, Contractor. Should Contractor obtain knowledge of any such interest or any tangible personal benefit described in



the preceding sentence after the date hereof, Contractor shall promptly disclose the same to GCC in writing.

C. Contractor certifies to GCC that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of GCC. Should Contractor obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to GCC in writing.

**XV. Access to Records.**

A. Contractor agrees to provide GCC, the Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States, or any authorized representatives of these entities, access to any records (electronic and otherwise) of Contractor which are directly pertinent to this Contract to conduct audits or any other investigations. Contractor agrees to provide timely access to and permit any of the foregoing parties to reproduce such records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed without cost to GCC.

B. Contractor agrees to retain all records covered by this Section XV through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving the Contract.

**XVI. Miscellaneous.**

A. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), GCC encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.

B. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), GCC encourages Contractor to adopt and enforce policies that ban text messaging while driving.

C. Publications. Any publications produced with ARPA Funds must display the following language: "This project [is being] [was] supported in whole or in part, by federal award number [enter project FAIN] awarded to [name of recipient] by the U.S. Department of the Treasury."

**XVII. Conflicts and Interpretation.**

To the extent that any portion of this Addendum conflicts with any term or condition of any Contract term expressed outside of this Addendum, the terms of this Addendum shall govern.

XVIII. **Notification.** All required notifications to GCC under this Addendum shall be made in writing to:

ARPA Funds Administrator  
Greenbrier County Commission  
912 Court Street N  
Lewisburg, West Virginia 24901

**CERTIFICATION AND SIGNATURE:** By signing below I certify that I have reviewed this Addendum in its entirety, I am authorized to act on behalf of the Contractor, and that Contractor accepts the terms and conditions contained herein.

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
Name and Title of Authorized Signature

\_\_\_\_\_  
Date

**The Greenbrier County Commission**

\_\_\_\_\_  
Lowell C. Rose, President

\_\_\_\_\_  
Date