

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: MINUTES OF MEETING HELD
MONDAY, JULY 22, 1991

PRESENT: PRESIDENT STEVEN A. GRIMM
COMMISSIONER HOLMES R. SHAVER
COMMISSIONER JEAN GRAPES

On this date, the County Commission met in regular session. The signed purchase orders, invoices and correspondence. They approved Personal Property Improvers for Acme Fishing Tool Company, Clarence A. Scott, Ira L. Jarvis, Donald E. Wilson, and Delbert R. and Beatrice Canary.

On this date, Jean Grapes announced that there is an opening on the Wood County Parks and Recreation Commission Board (Mountwood Park) with the expiration of the appointment of Al Smith. Mrs. Grapes had previously made such an announcement at a regular meeting of the Wood County Commission on June 27, 1991. To date, no names have been put in nomination for this opening.

In regard to the two vacancies on the Wood County Airport Authority Board, Commissioner Grapes stated that of the four names put in nomination that Virgil Flinn and Tom Lemon were the only ones that would not be considered a conflict of interest. The Commission is to make appointments to said Board on Monday, July 29, 1991.

On this date, the County Commission was in receipt of a letter of intent from Lt. R.L. Woodyard. The letter was to inform the Commission that the Investigation Unit of the Sheriff's Department would be looking into a possible infraction regarding the purchase and contractual agreement with the Complete System Support, Inc. on or around September 17, 1987. Said letter is attached to these minutes.

On this date, upon a motion made by Holmes R. Shaver, seconded by Jean Grapes and made unanimous by Steven A. Grimm, ORDERED the withdrawal from the Public Employees Insurance Agency effective July 1, 1991. The County Commission was in receipt of a Memorandum from Jeffrey Reed, Prosecuting Attorney in regard

to the letter that was sent to Sally K. Richardson. The letter is attached to the Order that was prepared regarding this matter.

At 9:00 A.M., the County Commission met with Bernie Allen. Mr. Allen discussed with the Commission his application standing with the GLC.

At 9:30 A.M., the County Commission met with Daneen Pacifico from the Humane Society. The County Commission entered into an Agreement with the Humane Society of Parkersburg to provide housing, feeding, medication and disposition of stray and unwanted dogs and cats in Wood County, outside the Municipalities of Parkersburg, Vienna and Williamstown. For this service, the Commission agrees to pay the Society the sum of \$2,000.00 per month; provided monies are available in the Dog Fund created in accordance with Chapter 19, Article 10, Section 10 of the West Virginia Code. This Agreement will be in effect beginning this date and ending June 30, 1992. Either party may terminate this Agreement upon thirty days written notification. An Order was prepared regarding this matter. A copy of the Agreement is attached to the Order. The County Commission entered into an Additional Agreement with the Humane Society in which the Commission agrees to give additional compensation in the amount of \$16,000.00 for its services for the fiscal year 1991/1992. This additional compensation is to be paid on a monthly basis in the amount of \$1,333.33 payable at the end of each month. An Order was prepared regarding this matter. A copy of the Additional Agreement is attached to the Order.

At 10:00 A.M., the County Commission met with Norman Lucas from TSSI. Also present were Eugene Knotts and R.K. Mason. Mr. Lucas gave the Commission an update on the Reappraisal. Mr. Lucas stated that they are on track with their schedule and that everything was going very well.

At 11:00 A.M., the County Commission met with Kathryn Drost from the Mid-Ohio Valley Regional Council. The County Commission was in receipt of the Technical Review of their Fiscal Year 1991 Small Cities Block Grant Proposal on the Multi-Activity Project submitted to the Governor's Office of Community and

Industrial Development. Said Technical Review sets forth additional information required by the State of West Virginia. Consequently, said Review is being forwarded to the MOVRC for completion since they administer Small Cities Block Grants on behalf of the Wood County Commission as per an Intergovernmental Agreement. An Order was prepared regarding this matter. The County Commission also signed a Resolution authorizing payment of \$71,341.76 to Hemlock Pipeline, Inc. and payment of \$42,434.75 to Wesam Construction in regard to the Small Cities Block Grant No. B88-DC-54-0001. Said Grant is in reference to the Waverly Sewer Project being undertaken by the Union-Williams Public Service District. Said Resolution further authorizes Steven A. Grimm to sign a letter addressed to the Governor's Office of Community and Industrial Development certifying that the services provided by invoices in the above amount have been accepted and found to be satisfactory under the terms, conditions and specifications of the Contract. Said Small Cities Block Grant is being administered by the Mid-Ohio Valley Regional Council as per an Intergovernmental Agreement entered into by and between the Regional Council and the Wood County Commission. President Grimm, in above mentioned Resolution, was authorized to sign Drawdown Request No. 14 in the amount of \$113,776.51 in regard to said Small Cities Block Grant. An Order was prepared regarding this matter.

At 2:30 A.M., the County Commission met with Jamie Six. Also in attendance were Mary Rader, Lt. Rick Woodyard, Chief Dale Wilcox, Dick Rogers and Jay Day. The Commission asked Jamie Six to be there to discuss the check for the helicopter that was requested on July 15, 1991. President Grimm asked for comments. Commissioner Shaver stated that he would like to have two questions researched:

1. Does the clerk have the ability go deny a request as it relates to the issuance of a check?
2. Does the clerk have a liability when the Commission requests a check and the Clerk performs the action?

President Grimm agreed that this was what needed to be discussed. Jamie Six stated that there wasn't money in the County's line item at the time the check was cut. There was discuss-

ion between Jamie Six and Commissioner Grapes. President Grimm asked Jamie Six if he felt he had the right to deny the request if he thought there was an impropriety as in this situation. Jamie Six stated that he not only thought he had the right, but felt charged with the responsibility to taxpayers. Commissioner Shaver asked if Jamie thought this even if it was an Emergency Purchase. Jamie Six stated that yes he did feel that way. Commissioner Shaver stated that he wanted to know from now on how to handle this if it occurs again. President Grimm stated that he had the opinion that the Commission has the ultimate ability to write the checks and that he wants Jeff Reed, Prosecuting Attorney to check into it. The Commission and Rick Woodyard discussed the need for the Emergency Purchase. Dick Rogers explained the Grants to the Commission. Commissioner Grimm stated that he never felt it was an illegal bid and didn't think there was an impropriety. Rick Woodyard stated that he was unaware that there was a problem with the bidding procedures. He also stated that the monies are reimbursed to the County from the State of West Virginia. There was discussion between Jamie Six, Rick Woodyard and Commissioner Grapes. There is a letter and other information from Commissioner Grapes attached to these minutes concerning this matter. There was further discussion.

On this date, the County Commission adopted a Resolution in reference to Budget Revision No. 1 in the General County Fund budget for the fiscal year 1991/1992. The Request for Revision to Approved Budget was submitted to the Department of Tax and Revenue. An Order was prepared regarding this matter.

On this date, came Mary Rader, Director of the Planning Commission and presented to the County Commission a plat of Viewpoint Addition. Said Addition consists of six riverfront lots, is located in Tygart District and is being developed by Robert K. Tebay and H. Talbott Tebay. Final approval of Viewpoint Addition was given by the Planning commission on June 26, 1991. Water service is being provided by Mineral Wells PSD and sewage service is by a septic tank - soil absorption system of standard design approved by the Mid-Ohio Valley Board

of Health. No bond will be required since street improvements are completed. President Grimm signed the plat of Viewpoint Addition giving authorization for recordation of said plat. An Order was prepared regarding this matter.

On this date the County Commission authorized Steven A. Grimm to execute the release of lien in regard to the \$20,000.00 bond held on Wilderness Valley Subdivision. This action is pursuant to a letter of recommendation received from the Wood County Planning Commission. Said Notice of Lien dated November 4, 1985 and appearing in Lien Book 359, Page 16, constituted a lien against Lot No. 21 and five feet off the west side of Lot No. 20 of Harvey Marsh's Rayon Addition No. 2, located in Clay District, owned by Michael W. Johnson. An Order was prepared regarding this matter.

On this date, the County Commission authorized Steven A. Grimm to co-sign a letter along with R.L. Rogers, Consultant for the Wood County Commission, requesting an adjustment in the Drug Control and System Improvement Grant No. 90-DC-059. Said Adjustment Request No. 2, being submitted to the Criminal Justice and Highway Safety Office is seeking approval to transfer \$3,600.00 from the Other Category to the Equipment Category for the purpose of a more meaningful appropriation regarding program functioning. An Order was prepared regarding this matter.

On this date, the County Commission authorized Steven A. Grimm to sign the Annual Utilization of Real Property Report on the operation and maintenance of the H.P. Dils Building, 211 Sixth Street, Parkersburg, WV, being used by the Mid-Ohio Valley Health Department. Said Annual Report is pursuant to Contract No. SA-III-WV-516 entered into by and between the United States of America and the Wood County Commission. An Order was prepared regarding this matter.

On this date, the County Commission authorized Steven A. Grimm to sign the Application and accompanying Assurances and Certifications in regard to the 1991 Small Cities Block Grant funds. Said Grant Application requests the amount of \$750,000.00 for a multi-activity project for Wood County. The first

project being to construct a water line extension through the Lubeck Public Service District to serve families in the Missouri Run/Hope Hill area; the second project is for the rehabilitation of Sumner School as a museum of black history and community center; and the third project is for the purchase of a building for the Wood County Senior Citizens Alzheimer's care program. An Order was prepared regarding this matter.

On this date, the County Commission authorized Steven A. Grimm to sign the Request For Reimbursement, the Equipment Listing and the Monthly Progress Report No. 11 for the month of June, 1991 in regard to Drug Control and System Improvement Grant No. 90-DC-028. No expenditures were made during this month; however, said Grant has a matching fund requirement which is being met by the County with the salary in the amount of \$1,782.75 for Crime Analysis Officer, Sgt. Terry L. Miller. In addition to the Request For Reimbursement, the Equipment Listing and the Monthly Progress Report, the Project Financial Report No. 11 is being submitted to the Criminal Justice and Highway Safety Office. An Order was prepared regarding this matter.


On this date, the County Commission was in receipt of an Order requesting the County Commission pay for the examination of Clyde Paul Burton by Alan Sturdevant, PH.D., a licensed psychologist. Mr. Burton is an indigent and a resident of Wood County.

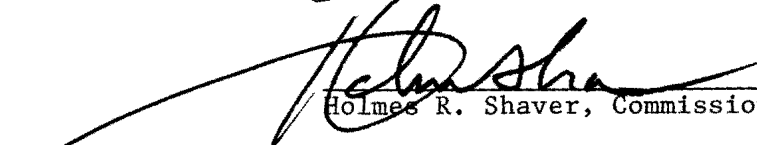
It was stated in the minutes date July 15, 1991, that the Wood County Commission had adopted an Order in 1979 in regard to competitive bidding and that the Order had not been amended in accordance with changes made in the State Code. However, this was erroneously reported since the Wood County Commission had adopted rules and regulations governing the procedure of competitive bids as authorized by West Virginia Code, Chapter 7, Article 1, Section 11 on April 15, 1982 and appears as a matter of record in Order Book 44, at Page 265. This amendment also provides for emergency purchasing. The competitive bidding process set forth in the Code of West Virginia was again amended in 1991.

Having no scheduled appointments or further business to attend to, the
County Commission adjourned at 4:00 P.M.

Approved:

THE COUNTY COMMISSION OF WOOD COUNTY


Steven A. Grimm, President


Holmes R. Shaver, Commissioner


Jean Grapes, Commissioner

PURCHASE ORDERS SIGNED ON JULY 22, 1991

No. 14711	Viking Office Products	\$ 185.57
14718	Viking Office Products	43.77
14719	Perry's Alignment	36.55
14724	Broadwaters Motorcar	116.75
14725	Broadwaters Motorcar	52.96
14726	Broadwaters Motorcar	179.04
14727	Broadwaters Motorcar	46.61
14729	Broadwaters Motorcar	2.63
14730	Broadwaters Motorcar	73.13
14731	Broadwaters Motorcar	79.08
14733	Broadwaters Motorcar	40.79
14734	Broadwaters Motorcar	29.72
14736	Broadwaters Motorcar	2.23
14737	Broadwaters Motorcar	32.95
14738	Broadwaters Motorcar	54.53
14758	Broadwaters Motorcar	29.70
14759	Vienna Power Equipment Center	3.98
14773	Tri-State Roofing & Sheet Metal	40.00
14780	Parkersburg Office Supply	152.66
14781	Parkersburg Office Supply	63.52
14782	Broadwaters Motorcar	73.26
14789	Assurance Business Forms	93.20
14792	CWS	97.98
14793	Bankers Microfilm, Inc.	212.00
14794	Parkersburg Office Supply	74.00
14795	Champion America, Inc.	438.00

1. Do you feel your quotes in the Parkersburg News were fair and accurate?
2. Was the word "Misappropriation" your word?
3. Did you seek a legal opinion on the bidding process or was this opinion totally your own?
4. Was there a reason you did not bring your opinion to the County Commission in open session?
5. Was there a reason you did not inform the Commission of your intent to hold the check before you left for vacation?
6. Did you feel strong enough of your opinion that you were willing to jeopardize the \$55,000.00 grant for the drug program?
- ~~7. Do you have something against the Drug program owning the helicopter?~~ J.Y.
8. Did you consider there might be another interpretation of the State Code before you talked with the Parkersburg News?

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ANSWERS PROVIDED BY JAMIE SIX, COUNTY CLERK, IN RESPONSE
TO COMMISSIONER JEAN GRAPES'S QUESTIONS

1. Which quote?
2. Yes, it's still a misappropriation of funds.
3. No, I didn't get a legal opinion.
4. Well, maybe I should've. I pointed out my opinion to your Administrator and I thought she would relay the message.

Jean Grapes: She did, but if you felt that strongly about it, why didn't you bring this before the County Commission yourself.

5. What check? You haven't put an order in to issue a check. We weren't writing any checks. I didn't realize I answered to you.
6. Compared to going to jail, yes.
7. (Question wasn't asked.)
8. It doesn't take a genius to interpret that if the bid said Thursday, and you open it on Monday, then it's wrong.

In my opinion for Jamie Six to have withheld the check for the helicopter without bringing his opinion and intent before the County Commission was an arrogant act of grandstanding based only on his interpretation of the bidding process for Federal Grants.

I now believe, he is using the situation for his own political gains to show his power over the County Commission.

His statement (~~if true~~), to the press " that he would not be a part of the misappropriation " is damning and disrespectful to the Commission as it is based solely on his opinion.

His statement to the press (~~if true~~), " I do not work for the County Commission" has extremely serious implications as he was elected to keep the records for the County Commission.

These implications and allegations will need to be looked into by the County Commission.

It is my opinion, the bidding procedure by the County Commission for the purchase of the helicopter was handled in a proper manner according to the state guidelines mandated by the Federal grant. Jamie Six's interpretation is only one opinion, I am submitting for the record, what I feel to be another opinion.

Jean Hughes

OPINION OF BIDDING PROCEDURE ON FEDERAL GRANT

November 09, 1990, The Wood County Commission signed a contract agreement to receive a \$55,000 Federal Grant for the purchase of a helicopter for the drug control program under the Sherriffs Department.

When the Commission signed this agreement they agreed (Copy Attached) to follow the West Virginia State and Federal Guidelines for the bidding procedure . (There is no referral in the agreement to use county guidelines.)

The State guidelines for the bidding process as shown in the revised code 5A-3-10 (attached) does not specify any certain amount of days required for the bidding.

Under the revised code 5A-3-11 (Attached) It states all bids must be in prior to the specified date.

It is my opinion , the specified date would be the date as specified by the date used in the bid advertisement .

The County Commission advertised the bid would be opened May 20, 1991 that date would become the specified date and that is the day the bid was opened

It is my opinion The County Commission met the requirements of the state bidding code as mandated by the Federal Grant.

Juan Lopez

GRANT CONTRACT AGREEMENT

BETWEEN THE

GOVERNOR'S OFFICE OF COMMUNITY AND INDUSTRIAL DEVELOPMENT

CRIMINAL JUSTICE AND HIGHWAY SAFETY

AND

Wood County Commission

89-DC-031

This AGREEMENT, entered into this 9th day of November, 1990, by the Commissioner of Finance and Administration, for and on behalf of the State of West Virginia, Governor's Office of Community and Industrial Development: Criminal Justice and Highway Safety Office hereinafter referred to as "CJHS," and Wood County Commission, hereinafter referred to as "Grantee."

WHEREAS, CJHS is the recipient of a Drug Control and System Improvement Grant from the United States Department of Justice, and

WHEREAS, the Grantee is an eligible applicant who is desirous of receiving funds for enhancement and operation of the Aerial Support Unit of the Wood County Sheriff's Department and the Multijurisdictional Narcotic Task Force.

NOW, THEREFORE, the parties hereto mutually agree as follows:

- X 1. The Grantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.
2. CJHS agrees to assist the Grantee to perform such tasks and functions as set forth in the application which is attached hereto and made part hereof, hereinafter referred to as Attachment A.

compensation here-under or work to be performed, which are mutually agreed upon between the parties shall be in writing.

12. If for any reason funds received by CJHS as suspended or terminated, in whole or in part, funding for this Agreement shall cease.
13. Grantee shall within the time period prescribed by grant conditions upon the termination of the Agreement, submit to CJHS a final report on forms provided by CJHS. Said reports shall reflect actual costs incurred during the terms of this Agreement.
14. The parties hereto agree that notice shall be given by personal service or served when mailed certified U.S. Mail, postage prepaid, return receipt requested to the following addresses:


- a. Criminal Justice and Highway Safety
1204 Kanawha Boulevard, East
Charleston, West Virginia 25301

- b. Grantee Mailing Address:


Wood County Commission
Wood County Courthouse
Parkersburg, West Virginia 26101

15. The Grantee shall hold and save CJHS and its officers, agents and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the Grantee.

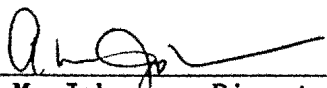
IN WITNESS WHEREOF, the parties hereto attach their signatures representing that each is acting with full authority.



Grantee
Lewis E. Guinn, President



James M. Albert, Manager
Criminal Justice and Highway Safety



Ann M. Johnson, Director
Governor's Office of Community
and Industrial Development



Fred Cutlip, Director
Community Development Division

3. The Grantee shall do, perform, and carry out in a satisfactory and proper manner as determined by CJHS all duties, tasks and functions necessary to implement the application which is hereto attached as Attachment A.
4. The Grantee will commence its duties under the Agreement on November 1, 1990, and shall continue those services/activities until September 30, 1991. The terms of this Agreement may only be extended or modified by the mutual written agreement of the parties hereto.
5. In consideration of the services rendered by the Grantee, the sum of up to \$55,000 shall be obligated by CJHS and said amount shall be deemed to be the maximum compensation to be received for this Agreement unless a written modification is entered into between the parties amending this Agreement.
6. It is the understanding of all parties to this Agreement that CJHS by joining in the Agreement does not pledge, or promise to pledge, the credit of the State of West Virginia, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State of West Virginia.
7. To be eligible for any and all payments of the grant amount, the Grantee shall submit a Request for Funds no more frequently than once a month to CJHS. Upon receipt of said request, CJHS shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five hereinbefore cited and said compensation will be expended only as outlined in the budget sections of Attachment A, unless written approval of modification of the budget is signed by the parties hereto. Grantee shall submit a fiscal report detailing expenditures to CJHS by the twentieth (20th) day of each month.
8. Grantee hereby represents that it possesses the legal authority to contract for this Agreement and that attached hereto and made a part hereof as Attachment B is a certified copy of the resolution, motion or similar action which was clearly adopted or passed by the Grantee's governing body; and further, that it has directed and authorized an official representative to act in connection with this Agreement. If the Grantee is a State agency, the completed application signed by the agency head is sufficient.
9. Grantee agrees to abide by the grant conditions, terms, assurances and certifications which are a part of Attachment A and such other special terms and conditions that CJHS has set forth in Attachment C which is incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.
10. If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner his obligations under this Agreement, the CJHS may withhold payments to the Grantee upon notice in writing, suspend, or cancel this Agreement and Attachments. The notice of withholding payments, suspension, or cancellation should set forth the CJHS reasons for taking said action.
11. CJHS and Grantee may from time to time require changes in the scope of services performed hereunder. Grantee agrees to submit a written request for modification prior to changing any budget line item. All such changes, including any increase or decrease in the amount of

This is what is referred to in item 9.

DRUG CONTROL AND SYSTEM IMPROVEMENT FORMULA GRANT PROGRAM

GRANT APPLICATION CONDITIONS AND ASSURANCES

The applicant hereby certifies and assures that it shall comply with the following regulations, policies, guidelines and requirements of the Criminal Justice and Highway Safety Office as further clarified in the pertinent Administrative Manual and the office of Justice Programs (OJP M 7100.1C) manual, other federal regulations, policies and guidelines. These policies Conditions and Assurances apply to all federal and grantee funds expended for purposes associated with this project developed pursuant to the Anti-Drug Abuse Act of 1988.

1. The applicant hereby certifies it has the legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directly authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. RELATIONSHIP. The relation of the Grantee to the Criminal Justice and Highway Safety Office shall be that of an independent contractor, not that of a joint enterpriser. The Grantee shall have no authority to bind the Criminal Justice and Highway Safety Office for any obligation or expense without the express prior written approval of the Criminal Justice and Highway Safety Office.

3. LAW OF WEST VIRGINIA. This Grant Application/Contract shall be governed in all respects by the laws of the State of West Virginia. State procedures and practices will apply to all matters relating to the Criminal Justice and Highway Safety Office.

4. ACCESS TO RECORDS. The Criminal Justice and Highway Safety Office through any authorized representative, shall have access to and the right to examine all records, books, papers, or documents related to the grant, and to relevant books and records of contractors.

5. USE OF FUNDS. Funds awarded through the Criminal Justice and Highway Safety Office may be expended only for the purposes and activities specifically covered by the grantee's approved project description and budget.

6. ALLOWABLE/UNALLOWABLE COSTS. The allowability/unallowability for costs incurred under this grant shall be determined in accordance with the general principles and standards for selected cost items set forth in the pertinent Administrative Manual.

7. SANCTIONS FOR NONCOMPLIANCE. In the event of the Grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, the Criminal Justice and Highway Safety Office shall impose such contract sanctions as it may deem appropriate, including but not limited to:

a. Withholding of payments to the grantee until the Grantee complies, or

b. Cancellation, termination or suspension of the contract, in whole or in part, or

c. Refrain from extending any further assistance to the grantee until satisfactory assurance of future compliance has been received.

8. WRITTEN APPROVAL OF CHANGES. The Grantee must obtain prior written approval from the Criminal Justice and Highway Safety Office for all project changes.

9. MATCHING CONTRIBUTION. The Grantee will have available and will expend as needed adequate resources to defray that portion of the total costs as set forth in this application as "match" and as approved by the Criminal Justice and Highway Safety Office. The applicant assures that matching funds required to pay the non-Federal portion of the cost of each program and project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for Drug Control & System Improvement by the recipients of grant funds and shall be provided on a project-by-project basis.

10. PROJECT INCOME. All income earned by the Grantee as a result of the conduct of this project, must be accounted for and included in the total budget.

11. CONSULTANTS/CONTRACTS. No contract or agreement may be entered into by the Grantee for the execution of project activities or provisions of service which is not incorporated in the approved grant, and without the prior written approval of the Criminal Justice and Highway

and printing available for purchase from such nonprofit workshops, to evaluate the need of the state for such commodities and printing to coordinate the various nonprofit workshops in their production efforts and to make available to such workshops information about available opportunities within state government for purchase of commodities or printing which might be produced and sold by such workshops. Funds to employ such a person shall be included annually in the budget. (1990, c. 2.)

§ 5A-3-11. Purchasing in open market on competitive bids; bids to be based on standard specifications; period for alteration or withdrawal of bids; awards to lowest responsible bidder; uniform bids; record of bids; and exception.

The director may make a purchase of commodities, printing and services of ten thousand dollars or less in amount in the open market, but such purchase shall, wherever possible, be based on at least three competitive bids.

The director may authorize spending units to purchase commodities, printing and services in the amount of one thousand dollars in the open market without competitive bids.

Bids shall be based on the standard specifications promulgated and adopted in accordance with the provisions of section five [§ 5A-3-5] of this article, and shall not be altered or withdrawn after the appointed hour for the opening of such bids. All open market orders, purchases based on advertised bid requests or contracts made by the director or by a state department shall be awarded to the lowest responsible bidder, taking into consideration the qualities of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the government and the delivery terms: Provided, That state bids on school buses shall be accepted from all bidders who shall then be awarded contracts if they meet the state board's "Minimum Standards for Design and Equipment of School Buses". County boards of education may select from those bidders who have been awarded contracts and shall pay the difference between the state aid formula amount and the actual cost of bus replacement. Any or all bids may be rejected. If all bids received on a pending contract are for the same unit price or total amount, the director shall have authority to reject all bids, and to purchase the required commodities, printing and services in the open market, if the price paid in the open market does not exceed the bid prices.

All bidders submitting bid proposals to the purchasing division are required to submit an extra or duplicate copy to the state auditor.

Both copies must be received at the respective offices prior to ~~the~~ ~~and time of the bid openings~~. The failure to deliver or the nonreceipt of these bid forms at either of these offices prior to the appointed date and hour are grounds for rejection of the bids. In the event of any deviation between the copies submitted to the purchasing division and the state auditor, such bids as to which there is such deviation shall be rejected, if the deviation relates to

-3-8. Facilities of division available to local governmental bodies.

The director shall make available the facilities and services of his division to counties, county schools, municipalities, urban mass transportation authorities created pursuant to article twenty-seven [§ 8-27-1 et seq.], chapter eight of this code, mass transportation divisions of county and municipal governments, volunteer fire departments, and other local governmental bodies in this state. The actual expenses incurred thereby shall be paid by the governmental body. (1990, c. 2.)

A-3-9. Examination and testing of purchases; report required.

Within the limit of funds available, the director, or some person appointed by the director, shall determine whether commodities delivered or services performed conform to contractual requirements. Nonconformity shall be reported to the director and chief officer of the spending unit purchasing such commodities or services for remedial action. (1990, c. 2.)

**~~5A-3-10. Competitive bids; publication of solicitation for~~
sealed bids; purchase of products of nonprofit
workshops; employee to assist in dealings with
nonprofit workshops.**

A purchase of and contract for commodities, printing and services shall be used, whenever possible, on competitive bids.

The director shall solicit sealed bids for the purchase of commodities and printing which is estimated to exceed ten thousand dollars. No spending unit shall issue a series of requisitions which would circumvent this ten thousand dollar maximum. The director may permit bids by facsimile transmission machine to be accepted in lieu of sealed bids: Provided, That an original bid is received within two working days following the date specified for bid opening. Bids shall be obtained by public notice. ~~The notice may be published in any~~ advertising medium the director deems advisable. The director may also solicit sealed bids by sending requests by mail to prospective suppliers and by posting notice on a bulletin board in his office: Provided, however, That the director shall, without competitive bidding, purchase commodities and printing produced and offered for sale by nonprofit workshops, as defined in section 5A-1-1, article one of this chapter, which are located in this state: Provided further, That such commodities and printing shall be of a fair market price and of like quality comparable to other commodities and printing otherwise available as determined by the director with the advice of the committee on the purchase of commodities and services from the handicapped. Toward the end of effecting the making of contracts for commodities and printing of nonprofit workshops, the director shall employ a person whose responsibilities in addition to other duties shall be to identify all commodities

The County Commission of Wood County

PARKERSBURG, WEST VIRGINIA 26101



COUNTY ADMINISTRATOR
MARY R. RADER
424-1976

STEVEN A. GRIMM, PRESIDENT
HOLMES R. SHAVER, COMMISSIONER
JEAN GRAPES, COMMISSIONER

COUNTY CLERK
JAMIE SIX
424-1850

LEGAL NOTICE

The County Commission of Wood County is accepting sealed bids for a 1976 or newer Hughes 300C Helicopter to be used by the Wood County Sheriff's Department. Specifications for such bid may be obtained from the office of the County Administrator, Room 205, of the Wood County Courthouse, Parkersburg, WV, telephone 424-1976.

Sealed bids will be opened by the County Commission during regular session on Thursday, ~~May 10, 1991~~, 1991, at 9:30 A.M. in Room 203 of the Wood County Courthouse.

The Commission reserves the right to reject any and/or all bids.

Steven A. Grimm, President
County Commission of Wood County

PARKERSBURG NEWS AND SENTINEL - MAY 10, 1991 & MAY 17, 1991