



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
6610C025

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN
304-558-2402

VENDOR

*408103403 740-286-5633
 WATERLOO COAL CO INC
 PO BOX 626
 JACKSON OH 45640

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/05/2010				

BID OPENING DATE: **05/26/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		770-06		
<p>STONE & AGGREGATE</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO SUPPLY STONE AND AGGREGATE TO THE WEST VIRGINIA DIVISION OF HIGHWAYS DISTRICT 1 THRU 10 PER THE ATTACHED SPECIFICATIONS. CONTRACT IS FOR SIX (6) MONTHS.</p> <p>AND</p> <p>TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO SUPPLY CINDERS TO THE WEST VIRGINIA DIVISION OF HIGHWAYS FOR DISTRICTS 1, 3, 4, 6, AND 7 IN ACCORDANCE WITH THE ESTIMATED QUANTITIES ON THE BID SCHEDULE.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 3</p>						

RECEIVED
 2010 JUN -7 AM 11:46
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *S. D. ...* TELEPHONE **740-286-5633** DATE **6/7/10**

TITLE **VP Res** FEIN **31-4335780** ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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ADDRESS CORRESPONDENCE TO ATTENTION OF:
MICHAEL AUSTIN 304-558-2402

VENDOR

*408103403 740-286-5633
 WATERLOO COAL CO INC
 PO BOX 626

 JACKSON OH 45640

SHIP TO

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 VARIOUS LOCALES AS INDICATED
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/05/2010				

BID OPENING DATE: **05/26/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF SIX (6) MONTHS OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED SIX (6) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SIX (6) MONTH PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS-</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>J. Darling</i>	TELEPHONE <i>740-286-5633</i>	DATE <i>6/7/10</i>
TITLE <i>Vpres</i>	FEIN <i>31-4335780</i>	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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MICHAEL AUSTIN 304-558-2402

VENDOR

*408103403 740-286-5633
 WATERLOO COAL CO INC
 PO BOX 626

 JACKSON OH 45640

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 VARIOUS LOCALES AS INDICATED
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/05/2010				

BID OPENING DATE: **05/26/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>S J Darling</i>	740-286-5633	6/7/10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>VP Res</i>	31-4335780	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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Request for Quotation

RFQ NUMBER
6610C025

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
MICHAEL AUSTIN 304-558-2402

PROPERTY

*408103403 740-286-5633
 WATERLOO COAL CO INC
 PO BOX 626

 JACKSON OH 45640

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **05/26/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 ✓</p> <p>NO. 2 ✓</p> <p>NO. 3 ✓</p> <p>NO. 4 ✓</p> <p>NO. 5 ✓</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY 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.</p> <p style="text-align: right;"> <i>J. Z. Darling, V. Pres.</i> SIGNATURE <i>Waterloo Coal Co. Inc.</i> COMPANY </p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>J. Z. Darling</i>	740-286-5633	05/7/10	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
<i>V. Pres.</i>	31-4335780		

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Request for Quotation

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6610C025

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
MICHAEL AUSTIN
304-558-2402

RODNEY

*408103403 740-286-5633
 WATERLOO COAL CO INC
 PO BOX 626
 JACKSON OH 45640

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED 05/05/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **05/26/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <i>740-286-2658</i> CONTACT PERSON (PLEASE PRINT CLEARLY): <i>T L Darlington</i>						
***** THIS IS THE END OF RFQ 6610C025 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>T L Darlington</i>	TELEPHONE <i>740-286-5633</i>	DATE <i>6/7/10</i>
TITLE <i>V Pres.</i>	FEIN <i>31-4335780</i>	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

NOTE: Vendor should type Bid Schedules

12. BIDDING SCHEDULE

12.1 Bidding F.O.B. Vendor's Storage Site

- a) SOURCE OF MATERIAL (State all sources for which bid prices apply) (e.g., Quarry location if Sandstone or Limestone; dredging or pit location if Gravel; production plant name and location if Slag)

Oakhill OH Limestone plant

- b) EXACT LOCATION OF VENDOR'S STORAGE SITE(S) A separate bid schedule must be submitted when bid price varies between Vendors storage sites.

ST. RT 93, 2 mi north of Oakhill OH

Con- tract Item	Description of Aggregate	Bid Price Per Ton F.O.B. Vendor's Storage Site		
		LIMESTONE SANDSTONE, GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1 Aggregate	\$11.00/ton	_____	_____
B	Class 2 Aggregate	\$11.00/ton		
C	AASHTO #1 Aggregate	\$11.00/ton		
D	AASHTO #3 Aggregate	\$11.00/ton		
E	AASHTO #4 Aggregate	\$11.00/ton		
F	AASHTO #467 Aggregate	\$11.00/ton		
G	AASHTO #57 Aggregate	\$11.00/ton		
H	AASHTO #67 Aggregate	\$11.00/ton		
I	AASHTO #7 Aggregate	\$11.00/ton		
J	AASHTO #8 Aggregate	\$11.00/ton		
K	AASHTO #9 Aggregate	\$11.00/ton		

The "Bid Schedule" is available for download on Purchasing's Web site at www.state.wv.us/admin/purchase

It is not necessary to type No Bid in blank spaces or return Blank Sheets.

BIDDING SCHEDULE (Continued)

12.1 Bidding F.O.B. Vendor's Storage Site (Continued)

L	Stone for Gabions	<u>\$2.00/ton</u>	_____	_____
M	Fine Aggregate	<u>\$1.00/ton</u>	_____	_____
N	Standard Abrasives	<u>\$1.20/ton</u>	_____	_____
O	Modified Abrasives	<u>\$1.20/ton</u>	_____	_____
P	Riprap	<u>\$3.00/ton</u>	_____	_____
Q	Shot Rock	<u>\$8.00/ton</u>	_____	_____
R	AASHTO #8 Modified	<u>\$2.00/ton</u>	_____	_____
S	AASHTO #9 Modified	<u>\$1.20/ton</u>	_____	_____
T	Pea Gravel	<u>_____</u>	_____	_____
U	#11 Limestone Abrasives	<u>_____</u>	_____	_____

V Haul by Vendor (Except Items Q and P):
 @ _____ \$ for First Ton-Mile } \$4.00/loaded mile
 @ _____ \$ for Each Additional Ton Mile } From Out-hill Oak in Dist. 3 & 1

W Haul by Vendor (Items Q and/or P):
 @ _____ \$ for First Ton-Mile } \$5/loaded mile From out-hill Plant
 @ _____ \$ for Each Additional Ton-Mile } OKFO to sites in Dist. 3 & 1

Contract Item	Description of Material	Bid Price Per Ton F.O.B. Vendor's Storage Site
AA	Cinders	<u>_____</u>

Note 1: Bid price shall include cost of Vendor Loading Department trucks.

Bid 2

12. BIDDING SCHEDULE

12.1 Bidding F.O.B. Vendor's Storage Site

- a) SOURCE OF MATERIAL (State all sources for which bid prices apply) (e.g., Quarry location if Sandstone or Limestone; dredging or pit location if Gravel; production plant name and location if Slag)

Albany OH - storage site

- b) EXACT LOCATION OF VENDOR'S STORAGE SITE(S) A separate bid schedule must be submitted when bid price varies between Vendors storage sites.

Intersection St. Rt. 32 & St. Rt. 50
Albany OH, Athens Co.

Con- Tract Item	Description of Aggregate	Bid Price Per Ton F.O.B. Vendor's Storage Site		
		LIMESTONE SANDSTONE, GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1 Aggregate	<u>11.00</u>	/	/
B	Class 2 Aggregate	<u>11.00</u>		
C	AASHTO #1 Aggregate	<u>12.00</u>		
D	AASHTO #3 Aggregate	<u>12.00</u>		
E	AASHTO #4 Aggregate	<u>12.00</u>		
F	AASHTO #467 Aggregate	<u>12.00</u>		
G	AASHTO #57 Aggregate	<u>12.00</u>		
H	AASHTO #67 Aggregate	<u>12.00</u>		
I	AASHTO #7 Aggregate	<u>12.00</u>		
J	AASHTO #8 Aggregate	<u>12.00</u>		
K	AASHTO #9 Aggregate	<u>12.00</u>		

NOTE: The Bid Schedules are ready for download on Purchasing's Web site at www.state.wv.us/admin/purchase

BIDDING SCHEDULE (Continued)

12.1 Bidding F.O.B. Vendor's Storage Site (Continued)

L	Stone for Gabions	\$13.00/ton	_____	_____
M	Fine Aggregate	\$11.00/ton	_____	_____
N	Standard Abrasives	\$12.00/ton	_____	_____
O	Modified Abrasives	\$12.00/ton	_____	_____
P	Riprap	\$14.00/ton	_____	_____
Q	Shot Rock	_____	_____	_____
R	AASHTO #8 Modified	\$13.00/ton	_____	_____
S	AASHTO #9 Modified	\$13.00/ton	_____	_____
T	Pea Gravel	_____	_____	_____
U	#11 Limestone Abrasives	_____	_____	_____
V	Haul by Vendor (Except Items Q and P):			
	@ _____ \$ for First Ton-Mile			
	@ _____ \$ for Each Additional Ton Mile			
W	Haul by Vendor (Items Q and/or P):			
	@ _____ \$ for First Ton-Mile			
	@ _____ \$ for Each Additional Ton-Mile			

Con- tract Item	Description of Material	Bid Price Per Ton F.O.B. Vendor's Storage Site
AA	Cinders	_____

Note 1: Bid price shall include cost of Vendor Loading Department trucks.

RFQ No. 66100025

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owned is an amount greater than one thousand dollars in the aggregate

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.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Waterloo Coal Company Inc

Authorized Signature: J. D. Darlington Pres Date: 6/7/10

State of OH


County of Jackson, to-wit:

Taken, subscribed, and sworn to before me this 7 day of May, 2010.

My Commission expires April 02, 2013, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC Ramona J. Jonas

 **RAMONA J. JONAS**
Notary Public
State of Ohio
My Commission Expires April 02, 2013