



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

**Solicitation**

NUMBER
6614C025

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
CRYSTAL RINK 304-558-2306

\*407083336 606-874-9892  
 MOUNTAIN AGGREGATES INC  
 PO BOX 13130  
 LEXINGTON KY 40583-3130

VENDOR

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED
01/17/2014

BID OPENING DATE: 02/12/2014 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		750-35		
STONE, AGGREGATE, & CINDERS						
REQUEST FOR QUOTATION (OPEN-END CONTRACT)						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN-END CONTRACT TO FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO SUPPLY STONE AND AGGREGATE TO DISTRICTS 1-10 AND CINDERS TO DISTRICTS 1,3,4,6, AND 7 PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ 6614C025 ***** TOTAL:						
02/11/14 01:14:03PM West Virginia Purchasing Division						

SIGNATURE 	TELEPHONE (859)299-7001	DATE 02/12/2014
TITLE Vice-President	FEIN 20-3622192	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Solicitation

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
CRYSTAL RINK 304-558-2306

\*407083336      606-874-9892

VENDOR

MOUNTAIN AGGREGATES INC  
 PO BOX 13130

LEXINGTON KY 40583-3130

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED
01/24/2014

BID OPENING DATE: 02/12/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO.01		
				THIS ADDENDUM HAS BEEN ISSUED TO CORRECT PAGE 8 OF THE ORIGINAL SOLICITATION.		
				COMMERICAL GENERAL LIABLITY BOX WAS INADVERTENTLY NOT CHECKED ON THE ORIGINAL VERSION OF THE SOLICITATION.		
0001	1	EA		750-35		
				STONE, AGGREGATE, & CINDERS		
***** THIS IS THE END OF RFQ 6614C025 ***** TOTAL:						

SIGNATURE	TELEPHONE (859)299-7001	DATE 02/12/2014
TITLE Vice-President	FEIN 20-3622192	ADDRESS CHANGES TO BE NOTED ABOVE

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

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

~~Mountain Aggregates, Inc.~~  
 \_\_\_\_\_  
 Company  
  
 \_\_\_\_\_  
 Joseph "Buz" Tharpe Authorized Signature  
 02/12/2014  
 \_\_\_\_\_  
 Date

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

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder.

4. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
5. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
  - a. **Required Information.** The subcontractor list shall contain the following information:
    - i. Bidder's name
    - ii. Name of each subcontractor
    - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
    - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
  - b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
  - c. **Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

REQUEST FOR QUOTATION  
6614C025 Stone, Aggregate and Cinders

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**7. MISCELLANIOUS:**

- 7.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 7.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 7.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Joseph "Buz" Tharp  
**Telephone Number:** (859) 299-7001  
**Fax Number:** (859) 299-2385  
**Email Address:** jbtharp@mountaincompanies.com

  
2/12/14

REQUEST FOR QUOTATION  
6614C025 Stone, Aggregate and Cinders

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orders within an established acceptable time frame after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. If the vendor is unable to furnish material in accordance with the established delivery schedule, the WVDOH District Engineer/Manager shall be advised in writing within five (5) working days of the reason for failure to conform to the delivery requirements.

- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing within five (5) days if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

A.1

Vendor's Source Information

2014 Spring and Summer #6614C025

Mandatory - Vendor shall complete this schedule and return with bid documents.

**Limestone, Sandstone, Gravel, Sand, Blast Furnance Slag and Steel S**

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)

Elkhorn Quarry is 2-miles north of Elkhorn City, KY on KY 197 (606)754-4117
Pine Mountain Stone is located on KY 805 in Burdine, KY (606)832-2166

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

Elkhorn Quarry is 2-miles north of Elkhorn City, KY on KY 197 (606)754-4117
Pine Mountain Stone is located on KY 805 in Burdine, KY (606)832-2166

**Cinders**

c) SOURCE OF MATERIAL: Name and Location of plant which produces Cinder material.


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




A.2

**F.O.B. Vendor's Storage Site (Items A-W) 2014 Spring and Summer #6614C025**

If the Vendor chooses to provide pickup pricing to the WVDOH, please complete the schedule below which shall include the loading of WVDOH trucks by the Vendor.

Bid Price per Ton Items A-W F.O.B. Vendor's Storage Site					
Contract Item	Description of Material		Limestone, Sandstone, Gravel, Sand	Blast Furnace Slag	Steel Slag
A	Class 1 Aggregate		12.25		
B	Class 2 Aggregate		12.25		
C	Class 10 Aggregate		12.25		
D	AASHTO #1 Aggregate		12.25		
E	AASHTO #3 Aggregate		12.25		
F	AASHTO #4 Aggregate		12.25		
G	AASHTO #467 Aggregate		12.25		
H	AASHTO #57 Aggregate		12.50		
I	AASHTO #67 Aggregate		13.00		
J	AASHTO #7 Aggregate				
K	AASHTO #8 Aggregate		14.00		
L	AASHTO #9 Aggregate		14.00		
M	Stone for Gabions		13.50		
N	Fine Aggregate				
OA	Limestone Standard Abrasives		14.00		
OB	Sandstone Standard Abrasives				
PA	Limestone Modified Abrasives		14.00		
PB	Sandstone Modified Abrasives				
Q	Rip Rap		13.50		
R	Shot Rock		13.50		
S	AASHTO #8 Modified		14.00		
T	AASHTO #9 Modified		14.00		
U	Pea Gravel				
V	#11 Limestone Abrasives				
W	Quarry Waste		10.00		
X	Haul by Vendor (Items A-W Except for Items Q and R):				
	1.50	\$ for First Ton-Mile			
	0.22	\$ for Each Additional Ton-Mile			
Y	Haul by Vendor (Items Q and/or R only):				
	2.50	\$ for First Ton-Mile			
	0.22	\$ for Each Additional Ton-Mile			
AA	Cinders (include cost of Vendor loading WVDOH trucks)				



A.3

F.O.B. Division's Storage Site - **DISTRICT 2**

**2014 Spring & Summer #6614C025**

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (S/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG

LINCOLN COUNTY

A	Class 1	2000	Yawkey			
B	Class 2	500	Yawkey			
E	AASHTO #3	2000	Yawkey			
H	AASHTO #57	1000	Yawkey			
K	AASHTO #8	2000	Yawkey			
M	Gabion Stone	500	Yawkey			
OA	Limestone Std Abr.	1000	Yawkey			
Q	Rip Rap	500	Yawkey			
R	Shot Rock	1000	Yawkey			
S	AASHTO #8M	500	Yawkey			
V	#11 Limestone Abr.	1000	Yawkey			

LOGAN COUNTY

A	Class 1	2000	Chapmanville Corr. G			
D	AASHTO #1	1000	Chapmanville Corr. G			
E	AASHTO #3	500	Chapmanville Corr. G			
K	AASHTO #8	1500	Chapmanville Corr. G			
M	Gabion Stone	1000	Chapmanville Corr. G			
OA	Limestone Std Abr.	1000	Chapmanville Corr. G			
PA	Limestone Mod Abr.	500	Chapmanville Corr. G			
R	Shot Rock	1000	Chapmanville Corr. G			
S	AASHTO #8M	500	Chapmanville Corr. G			
V	#11 Limestone Abr.	3000	Chapmanville Corr. G			

LOGAN COUNTY

A	Class 1	1000	Man	27.00		
D	AASHTO #1	1000	Man	27.00		
E	AASHTO #3	500	Man	27.00		
H	AASHTO #57	500	Man	27.00		
K	AASHTO #8	2000	Man	30.50		
M	Gabion Stone	1000	Man			
OA	Limestone Std Abr.	1000	Man	30.50		
PA	Limestone Mod Abr.	500	Man	30.50		
R	Shot Rock	1000	Man			
S	AASHTO #8M	500	Man	30.50		
V	#11 Limestone Abr.	1000	Man			

A.3

F.O.B. Division's Storage Site - **DISTRICT 2**

**2014 Spring & Summer #6614C025**

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>LOGAN COUNTY</u>						
A	Class 1	5000	Wilkinson	25.00		
D	AASHTO #1	1000	Wilkinson	25.00		
E	AASHTO #3	1000	Wilkinson	25.00		
H	AASHTO #57	1000	Wilkinson	25.00		
K	AASHTO #8	2000	Wilkinson	28.50		
M	Gabion Stone	1500	Wilkinson			
OA	Limestone Std Abr.	2000	Wilkinson	28.50		
PA	Limestone Mod Abr.	500	Wilkinson	28.50		
R	Shot Rock	1500	Wilkinson			
S	AASHTO #8M	1000	Wilkinson	28.50		
V	#11 Limestone Abr.	2000	Wilkinson			

MINGO COUNTY

A	Class 1	1000	Gilbert	24.00		
D	AASHTO #1	1000	Gilbert	24.00		
E	AASHTO #3	500	Gilbert	24.00		
H	AASHTO #57	500	Gilbert	24.00		
K	AASHTO #8	500	Gilbert	27.50		
M	Gabion Stone	1000	Gilbert			
OA	Limestone Std Abr.	200	Gilbert	27.50		
PA	Limestone Mod Abr.	200	Gilbert	27.50		
R	Shot Rock	500	Gilbert			
S	AASHTO #8M	500	Gilbert	27.50		
V	#11 Limestone Abr.	1000	Gilbert			

MINGO COUNTY

A	Class 1	5000	Miller Creek	21.75		
D	AASHTO #1	500	Miller Creek	21.75		
E	AASHTO #3	1000	Miller Creek	21.75		
H	AASHTO #57	1000	Miller Creek	21.75		
K	AASHTO #8	1500	Miller Creek	24.50		
M	Gabion Stone	800	Miller Creek			
OA	Limestone Std Abr.	2000	Miller Creek	24.50		
PA	Limestone Mod Abr.	500	Miller Creek	24.50		
R	Shot Rock	1000	Miller Creek			
S	AASHTO #8M	500	Miller Creek	24.50		
V	#11 Limestone Abr.	3000	Miller Creek			

A.3

F.O.B. Division's Storage Site - DISTRICT 2

2014 Spring & Summer #6614C025

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site
<u>CABELL COUNTY</u>				<b><u>LIMESTONE ONLY</u></b>
E	AASHTO #3	Limestone	1000	Barboursville
H	AASHTO #57	Limestone	500	Barboursville
I	AASHTO #67	Limestone	5000	Barboursville
S	AASHTO #8M	Limestone	1000	Barboursville

LINCOLN COUNTY

E	AASHTO #3	Limestone	500	Harts
H	AASHTO #57	Limestone	500	Harts
S	AASHTO #8M	Limestone	1000	Harts

LINCOLN COUNTY

E	AASHTO #3	Limestone	1500	West Hamlin
H	AASHTO #57	Limestone	2000	West Hamlin
I	AASHTO #67	Limestone	1000	West Hamlin
S	AASHTO #8M	Limestone	1000	West Hamlin

LINCOLN COUNTY

E	AASHTO #3	Limestone	2000	Yawkey
H	AASHTO #57	Limestone	1000	Yawkey
S	AASHTO #8M	Limestone	1000	Yawkey

LOGAN COUNTY

D	AASHTO #1	Limestone	1000	Chapmanville Corr. G
E	AASHTO #3	Limestone	500	Chapmanville Corr. G
S	AASHTO #8M	Limestone	1000	Chapmanville Corr. G

LOGAN COUNTY

H	AASHTO #57	Limestone	500	Man	27.00
S	AASHTO #8M	Limestone	1000	Man	30.50

LOGAN COUNTY

D	AASHTO #1	Limestone	1000	Wilkinson	25.00
E	AASHTO #3	Limestone	1000	Wilkinson	25.00
H	AASHTO #57	Limestone	1000	Wilkinson	25.00
S	AASHTO #8M	Limestone	1000	Wilkinson	28.50

A.3

F.O.B. Division's Storage Site - **DISTRICT 2**

**2014 Spring & Summer #6614C025**

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site
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<b><u>LIMESTONE ONLY</u></b>
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MINGO COUNTY

D	AASHTO #1	Limestone	1000	Gilbert	24.00
E	AASHTO #3	Limestone	500	Gilbert	24.00
H	AASHTO #57	Limestone	500	Gilbert	24.00
S	AASHTO #8M	Limestone	1000	Gilbert	27.50

MINGO COUNTY

D	AASHTO #1	Limestone	500	Miller Creek	21.75
E	AASHTO #3	Limestone	1000	Miller Creek	21.75
H	AASHTO #57	Limestone	1000	Miller Creek	21.75
S	AASHTO #8M	Limestone	1000	Miller Creek	24.50

WAYNE COUNTY

E	AASHTO #3	Limestone	2000	Crum	
H	AASHTO #57	Limestone	2000	Crum	
I	AASHTO #67	Limestone	2000	Crum	
S	AASHTO #8M	Limestone	1000	Crum	

WAYNE COUNTY

E	AASHTO #3	Limestone	1000	Pritchard	
H	AASHTO #57	Limestone	2000	Pritchard	
I	AASHTO #67	Limestone	2000	Pritchard	
S	AASHTO #8M	Limestone	1000	Pritchard	

WAYNE COUNTY

E	AASHTO #3	Limestone	1000	Wayne	
H	AASHTO #57	Limestone	5000	Wayne	
I	AASHTO #67	Limestone	2000	Wayne	
S	AASHTO #8M	Limestone	1000	Wayne	

# State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

**1. Application is made for 2.5% resident vendor preference for the reason checked:**

\_\_\_\_ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,

\_\_\_\_ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,

XXX Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

**2. Application is made for 2.5% resident vendor preference for the reason checked:**

\_\_\_\_ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**3. Application is made for 2.5% resident vendor preference for the reason checked:**

XXX Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**4. Application is made for 5% resident vendor preference for the reason checked:**

\_\_\_\_ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

**5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

\_\_\_\_ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

**6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

\_\_\_\_ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

**7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

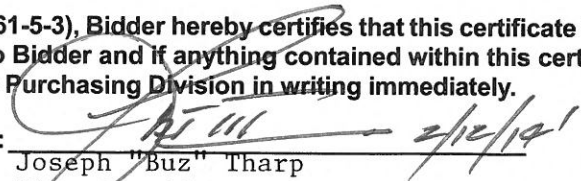
\_\_\_\_ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

**Bidder:** Mountain Aggregates, Inc.

**Signed:**  2/12/14  
Joseph "Buz" Tharp

**Date:** 02/12/2014

**Title:** Vice-President



RFQ No. 6614C025

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Mountain Aggregates, Inc.

Authorized Signature: *[Signature]* Date: 02/12/2014  
Joseph "Buz" Tharp *2/12/14*

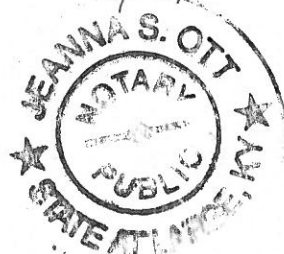
State of Kentucky

County of Fayette, to-wit:

Taken, subscribed, and sworn to before me this 12 day of February, 20 14.

My Commission expires 1/6/18, 20 18.

AFFIX SEAL HERE



NOTARY PUBLIC

*[Signature]*  
Purchasing Affidavit (Revised 07/01/2012)