



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Request for Quotation**

Proc Folder: 124911

Doc Description: Addendum #2 Liberty Restaurant Lounge Walk-In Cooler/Freezer

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-08-03	2015-08-20 13:30:00	CRFQ 0603 ADJ1600000001	4

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:
 Hooten Equipment Company, LLC
 961 Virginia St., West
 Charleston, WV 25302

(304)346-0521 WV038448



FOR INFORMATION CONTACT THE BUYER

Crystal Rink
 (304) 558-2402
 crystal.g.rink@wv.gov

Signature *Kevin Tapp*

FEIN # 20-196-1955

DATE 08/20/2015

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

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		MOUNTAINEER CHALLENGE PROGRAM ADJUTANT GENERALS OFFICE 240 ARMY RD	
CHARLESTON	WV25311	KINGWOOD	WV 26537
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Walk-In Cooler Freezer (MCA)	0.00000			67,125.00

Comm Code	Manufacturer	Specification	Model #
52141509	Tafco/Tyson	Custom	Custom

Extended Description :

Provide, install, start-up Combination Walk-In Cooler/Freezer and accessories on new concrete pad at Mountaineer Challenge Academy at 240 Army Road in Kingwood, WV 26537

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		MOUNTAINEER CHALLENGE PROGRAM ADJUTANT GENERALS OFFICE 240 ARMY RD	
CHARLESTON	WV25311	KINGWOOD	WV 26537
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Walk-In Cooler Freezer (Liberty)	0.00000			82,840.00

Comm Code	Manufacturer	Specification	Model #
52141509	Tafco/Tyson		Custom

Extended Description :

Provide, install, start-up Combination Walk-In Cooler/Freezer and accessories on new concrete pad at Liberty Restaurant and Lounge at 240 Army Road in Kingwood, WV 26537

ADJ1600000001	Document Phase Draft	Document Description Addendum #2 Liberty Restaurant Lounge Walk-In Cooler/Freezer	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Hooten Equipment Company, LLC

Contractor's License No. WV038448

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. **DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

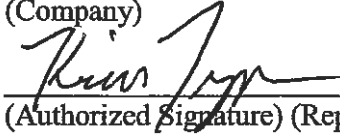
3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Hooten Equipment Company, LLC

(Company)



Kevin Tryon, Sales Manager

(Authorized Signature) (Representative Name, Title)

(304) 346-0521 (304) 346-3421 08/20/2015

(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ADJ16000001

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

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

Addendum Numbers Received:

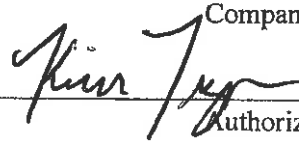
(Check the box next to each addendum received)

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

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

Hooten Equipment Company, LLC

Company



Authorized Signature

08/20/2015

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

RFQ # CRFQ 0603 ADJ160000001

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO INSTALL NEW COMBINATION WALK-IN COOLER/FREEZER UNITS AT MOUNTAINEER CHALLENGE ACADEMY & THE LIBERTY RESTAURANT LOUNGE AT CAMP DAWSON IN KINGWOOD, WV (PRESTON CO.)

BID FORM

The undersigned, hereafter called the Bidder, being familiar with and understanding the bidding documents; and being familiar with the site and all local conditions affecting the Project, hereby proposes to furnish labor, material, equipment, supplies, and transportation to perform the work as described in the bidding documents.

BIDDERS COMPANY NAME: Hooten Equipment Company, LLC

VENDOR ADDRESS: 961 Virginia St. West
Charleston, WV 25302

TELEPHONE: (304)346-0521

FAX NUMBER: (304)346-3421

E-MAIL ADDRESS: kevin@hootenequipmentcompany.com

WV CONTRACTOR'S
LICENSE NO. WV038448

CONTRACT ITEM #1: Mountaineer Challenge Academy Combination Walk-in Cooler/Freezer Refrigeration System and All-Inclusive Installation (as Specified)

Provide & Install Combination Walk-In Cooler/Freezer Unit.
Provide & Install Accessories: Shelving, Dusk-to-Dawn Lights, GFCI Outlet
Provide & Install electric requirements of wiring, breakers, disconnects
Provide & Install concrete pad for unit placement/install

Sixty Seven Thousand One Hundred Twenty Five Dollars

(\$ 67,125.00) ***(Contract Item #1 to be written in words and numbers.)

CONTRACT ITEM #2: The Liberty Restaurant & Lounge Combination Walk-in Cooler/Freezer Refrigeration System and All-Inclusive Installation (as Specified)

Provide & Install Combination Walk-In Cooler/Freezer Unit.
Provide & Install Accessories: Shelving, Dusk-to-Dawn Lights, GFCI Outlet
Provide & Install electric requirements of wiring, breakers, disconnects
Provide & Install concrete pad for unit placement/install

Eighty Two Thousand Eight Hundred Forty Dollars

(\$ 82,840.00) ***(Contract Item #2 Bid to be written in words and numbers.)

TOTAL BID AMOUNT: One Hundred Forty Nine Thousand Nine Hundred Sixty Five Dollars

(\$ 149,965.00) *** (Total Bid Amount to be written in words and numbers.)

The contract will be awarded to the Bidder with the lowest total bid amount meeting all of the specifications. Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any bid, or bids, and to reject any and all bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the bidding documents; to reject any conditions of the bid by the Bidder that is any way inconsistent with the requirements, terms, and conditions of the bidding documents; or to reject a bid that is in any way incomplete or irregular. If there is a discrepancy between the dollar amounts expressed in number form and in written form, the written form of the amount will prevail.

Failure to use this bid form may result in bid disqualification.

SIGNATURE:  DATE: 08/20/2015

NAME: Kevin Tryon
(Please Print)

TITLE: Sales Manager

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/19/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB&T-Carson Insurance Services 601 Tennessee Avenue Charleston, WV 25302 304 346-0806	CONTACT NAME: PHONE (A/C, No, Ext): 304 346-0806		FAX (A/C, No): 8887513002
	E-MAIL ADDRESS:		
INSURED Hooten Equipment Company LLC PO Box 109 Charleston, WV 25321	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Westfield Insurance Company		24112
	INSURER B: Brickstreet Mutual Insurance Co		12372
	INSURER C:		
	INSURER D:		
	INSURER E:		
		INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	CMM3116196	05/01/2015	05/01/2016	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000
	<input checked="" type="checkbox"/> PD Ded:500						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$1,000,000
								\$
A	AUTOMOBILE LIABILITY	X	X	CMM3116196	05/01/2015	05/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Par accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> Drive Oth Car							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			CMM3116196	05/01/2015	05/01/2016	EACH OCCURRENCE	\$10,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCB1015024	02/23/2015	02/23/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A	Includes Employers	WV Broad Liability of WV Code	Form Section	E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			23-4-2(d)(2)(ii)			E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Mountaineer Challenge Academy and the Liberty Restaurant Lounge located in Camp Dawson at 240 Army Road, Kingwood, WV 26537 (Preston Co.). RFQ: ADJ1600900001 LIBERTY RESTAURANT LOUNGE WALK-IN COOLER/FREEZER State of West Virginia, Architect and Architect's Consultants are included as Additional insureds with respects to General Liability coverage.

CERTIFICATE HOLDER State of WV Department of Administration; Purchasing Division 2019 Washington Street, East PO Box 50130 Charleston, WV 25305-0130	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Alan L McVey</i>
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BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Hooten Equipment Company, LLC
of Charleston, WV, as Principal, and Ohio Farmers Insurance Company
of Westfield Center, OH, a corporation organized and existing under the laws of the State of
OH with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
CRFQ: ADJ1600000001 Liberty Restaurant Lounge Walk-in Cooler/Freezers Mountaineer Challenge Academy
Camp Dawson 240 Army Road Kingwood WV 26537 Preston County - According to Plans and Specifications

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal Individually if Principal is an individual, this 20th day of August, 2015.

Principal Seal

Hooten Equipment Company, LLC
(Name of Principal)
By [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)
President
(Title)

Surety Seal

Ohio Farmers Insurance Company
(Name of Surety)
By [Signature]
Kimberly J. Wilkinson, WV Resident Agent Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.**

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 12/17/13, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4752152 06

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint GREGORY T. GORDON, ALLAN L. MC VEY, KIMBERLY J. WILKINSON, PATRICIA A. MOYE, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 17th day of DECEMBER A.D., 2013.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 17th day of DECEMBER A.D., 2013, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 20th day of August A.D., 2015.



Frank A Carrino Secretary

Frank A. Carrino, Secretary



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA,

COUNTY OF Kenawa, TO-WIT:

I, Mark Williams, after being first duly sworn, depose and state as follows:

1. I am an employee of Hooten Equipment Company, LLC; and,
(Company Name)
2. I do hereby attest that Hooten Equipment Company, LLC
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D**.

The above statements are sworn to under the penalty of perjury.

By: 

Title: President

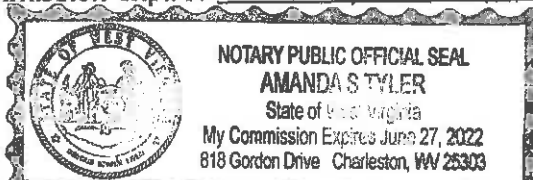
Company Name: Hooten Equipment Company, LLC

Date: 08/20/2015

Taken, subscribed and sworn to before me this 20th day of August, 2015.

By Commission expires June 27, 2022

(Seal)




(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

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 exceeds 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: Hooten Equipment Company, LLCAuthorized Signature: *Therese Topp* Date: 08/20/2015State of WVCounty of Kanawha, to-wit:Taken, subscribed, and sworn to before me this 20th day of August, 2015.My Commission expires June 27, 2022.

AFFIX SEAL HERE

NOTARY PUBLIC

Amanda S Tyler
Purchasing Affidavit (Revised 07/01/2012)