

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

State of West Virginia **Request for Quotation** 27 - Miscellaneous

Proc Folder: 530620

Doc Description: Limestone Sand (Open-End)

Proc Type: Central Master Agreement

Date Issued **Solicitation Closes** Solicitation No Version 2019-01-15 2019-01-31 CRFQ 0313 DEP1900000018 2 13:30:00

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

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Vendor Name, Address and Telephone Number:

Appalachian Aggregates, LLC 21071 Midland Trl W Lewisburg, WV 24901

RECEIVED

2019 JAN 30 AM 11: 31

W PURCHASING DIVISION

for inf	ORMATION	CONTACT	THE BI	JYER

Brittany E Ingraham (304) 558-2157

brittany.e.ingraham@wv.gov

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

01-0640503

1/29/19

DATE

Page: 1

FORM ID: WV-PRC-CRFQ-001

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands (WVDEP/AML) to establish an open-end contract for Limestone Sand for the WVDEP/AML on various projects in Coalfield Counties of West Virginia per the terms and conditions and specifications as attached.

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ENVIRONMENTAL PROTE	ECTION	STATE OF WEST VIR	GINIA S AS INDICATED BY ORDER
601 57TH ST SE			
CHARLESTON	WV25304	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	1.0 Barbour County - Limestone Sand	25.00000	TON	50.50	\$1,262.50

Comm Code	Manufacturer	Specification	Model #	<u></u>
11111608	-			

Extended Description:

1.0 Barbour County - Limestone Sand

ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE	N	STATE OF WEST VARIOUS LOCATION	VIRGINIA ONS AS INDICATED BY ORDER
CHARLESTON	WV25304	No City	WV 99999
us		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	2.0 Braxton County - Limestone Sand	25.00000	TON	46.50	\$1,162.50

Comm Code	Manufacturer	Specification	Model #	
11111608				

Extended Description:

2.0 Braxton County - Limestone Sand

ENVIRONMENTAL PROTE OFFICE OF AML&R 601 57TH ST SE	ECTION	STATE OF WEST VII VARIOUS LOCATION	RGINIA NS AS INDICATED BY ORDER
CHARLESTON	WV25304	No City	WV 99999
us		us	enete.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	3.0 Brooke County - Limestone Sand	25.00000	TON	88.50	\$2,212.50
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Comm Code	Manufacturer	Specification	Model #	
11111608				

3.0 Brooke County - Limestone Sand

		SKIP 10	
ENVIRONMENTAL PROTI OFFICE OF AML&R 601 57TH ST SE	ECTION	STATE OF WEST VIRG	GINIA S AS INDICATED BY ORDER
CHARLESTON	WV25304	No City	WV 99999
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	4.0 Clay County - Limestone Sand	25.00000	TON	46.50	\$1,162.50

Comm Code	Manufacturer	Specification	Model #	
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Extended Description:

4.0 Clay County - Limestone Sand

US		us	
CHARLESTON	WV25304	No City	WV 99999
601 57TH ST SE		VANIOUS LUCATIONS AS INDICA	TED BY ORDER
ENVIRONMENTAL PROTECTION OFFICE OF AML&R		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICA	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	5.0 Fayette County - Limestone Sand	200.00000	TON	54.50	\$10,900.00

Comm Code	Manufacturer	Specification	Model #	
11111608				

Extended Description:

5.0 Fayette County - Limestone Sand

ENVIRONMENTAL PROTE	ECTION	STATE OF WEST VI VARIOUS LOCATION	RGINIA NS AS INDICATED BY ORDER
601 57TH ST SE			
CHARLESTON	WV25304	No City	WV 99999
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	6.0 Gilmer County - Limestone Sand	25.00000	TON	50.50	\$1,262.50
				30.30	\$1,202.50

Comm Code	Manufacturer	Specification	Model #	
11111608				

6.0 Gilmer County - Limestone Sand

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ENVIRONMENTAL PROTECTION OFFICE OF AML&R		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICA	ATED BY ORDER
601 57TH ST SE			
CHARLESTON	WV25304	No City	WV 99999
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	7.0 Grant County - Limestone Sand	300.00000	TON	58.50	\$17,550.00

Comm Code	Manufacturer	Specification	Model #	
11111608			HOND! II	

Extended Description :

7.0 Grant County - Limestone Sand

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ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS IN	DICATED BY ORDER
CHARLESTON	WV25304	No City	WV 99999
us		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	8.0 Hancock County - Limestone Sand	25.00000	TON	88.50	\$2,212.50

Comm Code	Manufacturer	Specification	Model #	
11111608				

8.0 Hancock County - Limestone Sand

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ENVIRONMENTAL PROTECTION OFFICE OF AML&R	CTION	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDE	R
601 57TH ST SE			
CHARLESTON	WV25304	No City WV 99999	
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	9.0 Harrison County - Limestone Sand	25.00000	TON	55.50	\$1,387.50

Comm Code	Manufacturer	Specification	Model #	
11111608				

Extended Description:

9.0 Harrison County - Limestone Sand

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ENVIRONMENTAL PROTECT OFFICE OF AML&R 601 57TH ST SE	TION	STATE OF WEST VII VARIOUS LOCATION	RGINIA NS AS INDICATED BY ORDER
CHARLESTON	WV25304	No City	WV 99999
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	10.0 Kanawha County - Limestone Sand	200.00000	TON	74.50	\$14,900.00

Comm Code	Manufacturer	Specification	Model#	
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Extended Description:

10.0 Kanawha County - Limestone Sand

ENVIRONMENTAL PROTECT OFFICE OF AML&R 601 57TH ST SE		STATE OF WEST VIR	
CHARLESTON	WV25304	No City	WV 99999
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	11.0 Lewis County - Limestone Sand	25.00000	TON	52.50	\$1,312.50

Comm Code	Manufacturer	Specification	Model #	
11111608				

11.0 Lewis County - Limestone Sand

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ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE	DN	STATE OF WEST V VARIOUS LOCATIO	IRGINIA ONS AS INDICATED BY ORDER
CHARLESTON	WV25304	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	12.0 Marion County - Limestone Sand	25.00000	TON	59.00	\$1,475.00

Comm Code	Manufacturer	Specification	Model #	
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Extended Description:

12.0 Marion County - Limestone Sand

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ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICAT	ED BY ORDER
CHARLESTON	WV25304	No City	.WV 99999
us		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	13.0 Marshall County - Limestone Sand	25.00000	TON	70.50	\$1,762.50

Comm Code	Manufacturer	Specification	Model#	
11111608				

13.0 Marshall County - Limestone Sand

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ENVIRONMENTAL PROTEC OFFICE OF AML&R 601 57TH ST SE	TION	STATE OF WEST VII VARIOUS LOCATION	RGINIA NS AS INDICATED BY ORDER
CHARLESTON	WV25304	No City	WV 99999
us	_	us	

Line	Comm Ln Desc	Qty	Unit issue	Unit Price	Total Price
14	14.0 Mason County - Limestone Sand	25.00000	TON	\$88.50	\$2,212.50

Comm Code	Manufacturer	Specification	Model #	
11111608				

Extended Description:

14.0 Mason County - Limestone Sand

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ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICAT	ED BY ORDER
CHARLESTON	WV25304	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	15.0 Mineral County - Limestone Sand	300.00000	TON	86.50	\$25,950.00

Comm Code	Manufacturer	Specification	Model#	
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Extended Description:

15.0 Mineral County - Limestone Sand

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ENVIRONMENTAL PROTE	ECTION	STATE OF WEST VIII	RGINIA NS AS INDICATED BY ORDER
601 57TH ST SE			io no indianted by Gradin
CHARLESTON	WV25304	No City	WV 99999
us		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	16.0 Monongalia County - Limestone Sand	25.00000	TON	66.50	\$1,662.50

Comm Code	Manufacturer	Specification	Model #	
11111608				

16.0 Monongalia County - Limestone Sand

ENVIRONMENTAL PROTECTION OFFICE OF AML&R	N	STATE OF WEST VIR	GINIA S AS INDICATED BY ORDER
601 57TH ST SE			
CHARLESTON	WV25304	No City	WV 99999
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	17.0 Nicholas County - Limestone	25.00000	TON		
Ĺ	Sand			44.50	\$1,112.50

Comm Code	Manufacturer	Specification	Model #	
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Extended Description:

17.0 Nicholas County - Limestone Sand

ENVIRONMENTAL PROTECTION OFFICE OF AML&R		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATE	
601 57TH ST SE		VARIOUS ECOATIONS AS INDICATE	ED BY ORDER
CHARLESTON	WV25304	No City	WV 99999
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	18.0 Ohio County - Limestone Sand	25.00000	TON		
				84.50	\$2,112.50

Comm Code	Manufacturer	Specification	Model#	
11111608				

18.0 Ohio County - Limestone Sand

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ENVIRONMENTAL PROTE	CTION	STATE OF WEST VI	RGINIA NS AS INDICATED BY ORDER
601 57TH ST SE		1	
CHARLESTON	WV25304	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19 	19.0 Pendleton County - Limestone Sand	25.00000	TON	46.50	\$1,162.50

Comm Code	Manufacturer	Specification	Model #	
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Extended Description:

19.0 Pendleton County - Limestone Sand

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ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICAT	ED BY ORDER
CHARLESTON	WV25304	No City	WV 99999
us		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	20.0 Pocahontas County - Limestone Sand	25.00000	TON	44.50	\$1,112.50

Comm Code	Manufacturer	Specification	Model #	
11111608				

Extended Description:

20.0 Pocahontas County - Limestone Sand

ENVIRONMENTAL PROTECTION OFFICE OF AML&R	ETION	STATE OF WEST VI VARIOUS LOCATION	RGINIA NS AS INDICATED BY ORDER
601 57TH ST SE			
CHARLESTON	WV25304	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	21.0 Preston County - Limestone Sand	500.00000	TON	55.50	\$27,750.00

Comm Code	Manufacturer	Specification	Model #	 -
11111608				

21.0 Preston County - Limestone Sand

		SAIP TO	
ENVIRONMENTAL PROTEC OFFICE OF AML&R 601 57TH ST SE	TION	STATE OF WEST V VARIOUS LOCATIO	IRGINIA ONS AS INDICATED BY ORDER
CHARLESTON	WV25304	No City	WV 99999
us		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	22.0 Raleigh County - Limestone Sand	200.00000	TON	62.00	\$12,400.00

Comm Code Manufac	cturer Specification	Model #	
11111608			

Extended Description:

22.0 Raleigh County - Limestone Sand

ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE		STATE OF WEST \ VARIOUS LOCATION	/IRGINIA DNS AS INDICATED BY ORDER
CHARLESTON	WV25304	No City	WV 99999
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	23.0 Randolph County - Limestone Sand	2000.00000	TON	49.50	99,000.00

Page: 10

Comm Code	Manufacturer	Specification	Model #	
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23.0 Randolph County - Limestone Sand

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ENVIRONMENTAL PROTECTOR	TION	STATE OF WEST VIEW VARIOUS LOCATION	RGINIA NS AS INDICATED BY ORDER
601 57TH ST SE			
CHARLESTON	WV25304	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	24.0 Taylor County - Limestone Sand	25.00000	TON	54.50	\$1,362.50

Comm Code	Manufacturer	Specification	Model #
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Extended Description:

24.0 Taylor County - Limestone Sand

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ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICAT	TED BY ORDER
CHARLESTON	WV25304	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	25.0 Tucker County - Limestone	300.00000	TON		Total I How
	Sand			53.50	\$16,050.00

Comm Code	Manufacturer	Specification	Model #
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Extended Description:

25.0 Tucker County - Limestone Sand

ENVIRONMENTAL PROTECTION
OFFICE OF AML&R
601 57TH ST SE
CHARLESTON
WV25304
WV25304
US

STATE OF WEST VIRGINIA
VARIOUS LOCATIONS AS INDICATED BY ORDER
WV 99999
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	26.0 Upshur County - Limestone Sand	1000.00000	TON	50.50	\$50,500.00

Comm Code	Manufacturer	Specification	Model #	
11111608				

Extended Description:

26.0 Upshur County - Limestone Sand

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ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE		STATE OF WEST VIR VARIOUS LOCATION	GINIA S AS INDICATED BY ORDER
CHARLESTON	WV25304	No City	WV 99999
US		us	

27 27.0 Webster County - Limestone 25.00000 TON 48.50	Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
		27.0 Webster County - Limestone Sand	25.00000	TON	48.50	\$1,212.50

Comm Code	Manufacturer	Specification	Model #	
11111608				
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Extended Description:

27.0 Webster County - Limestone Sand

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	Document Phase	Document Description	Page
DEP1900000018	Final	Limestone Sand (Open-End)	13 of
			13

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:

BUYER: Jessica Chambers

SOLICITATION NO.: CRFQ DEP1900000018

BID OPENING DATE: 1/31/2019 BID OPENING TIME: 1:30 PM (EST)

FAX NUMBER: (304)558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding a request for proposal, the Vendor shall submit one original technical and one original cost proposal plusconvenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technic or cost proposal on the face of each bid envelope submitted in response to a request for proposal shows:	ne .
BID TYPE: (This only applies to CRFP) ☐ Technical ☐ Cost	
7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location	n

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: January 31, 2019 at 1:30 PM (EST)

Bid Opening Location: Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

- 24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.
- 28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the 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/default.html.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- following reports identified by a checked box below: Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 06/08/2018

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- 42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
 - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
 - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 - d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.
- 43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

"substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original preaward interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Doug Canterbury, Sales Manager
(Name, Title) Doug Canterbury, Sales Manager (Printed Name and Title)
21071 Midland TrlW Lewisburg, WV 24901
(Address) 304-392-5872 304-392-5828
(Phone Number) / (Fax Number) doug.canterbury@appaggwv.com (email address)
(

David Contambumu Calas Wassaus

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated 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.

Appala	chian Aggr	egates, LLC		
(Company)				
DayCoster	ut.	Canterbury,	Sales	Manager
(Authorized Signatur	re) (Representa	tive Name, Title)		
Doug C	anterbury,	Sales Manag	ger	
(Printed Name and T	itle of Authoriz	zed Representative		
Januar	y 29, 2019	-		
(Date)				
304-39	2-5872	304-392-582	28	
(Phone Number) (Far	x Number)			

SPECIFICATIONS

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands (WVDEP/AML) to establish an open-end contract for Limestone Sand for the WVDEP/AML on various projects in Coalfield Counties of West Virginia. The award of this Contract may be split if it is in the best interest of the WVDEP/AML.
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 "Pricing Pages" means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 "F.O.B." or "Free on Board Destination" means that WVDEP AML takes delivery of the contract item once delivered from the Vendor to the location designated by WVDEP AML.
 - 2.5 "Mesh Screen" means a barrier made of connected strands of metal, fiber or other flexible/ductile materials used in and for filtration by particle size.

3. GENERAL REQUIREMENTS:

- 3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 The Vendor shall supply all transportation, labor and supervision necessary to provide the Limestone Sand to the Coalfield Counties of West Virginia as directed by a representative of the West Virginia Department of Environmental Protection.

Area Counties to be Covered:

The counties below are the coal producing counties and those in parenthesis represent where most of the work required in this contract is located:

Barbour, Braxton, Brooke, Clay, (Fayette), Gilmer, (Grant), Hancock, Harrison, (Kanawha), Lewis, Marion, Marshall, Mason, (Mineral), Monongalia, Nicholas, Ohio, Pendleton, Pocahontas, (Preston), (Raleigh), (Randolph), Taylor, (Tucker), (Upshur) and Webster.

- 3.1.1.1 The Vendor shall meet the requirement to provide Limestone Sand at a 90% Calcium Carbonate Content (Not Calcium Carbonate Equivalent) or higher with particle size distribution as follows:
 - 3.1.1.1.1 100% passing a No. 4 Mesh Screen,
 - 3.1.1.1.2 60% minimum passing a No. 10 Mesh Screen,
 - 3.1.1.1.3 25% minimum passing a No. 20 Mesh Screen,
 - 3.1.1.1.4 30% maximum passing a No. 170 Mesh Screen.

While the minimum percentages specified above are acceptable, the West Virginia Department of Environmental Protection strongly prefers that the specified minimums be substantially exceeded.

- 3.1.1.2 The Vendor shall be responsible for acquiring and making delivery of the Limestone Sand to the site within seventy-two (72) -hour notice of the Representative for the WVDEP/AML. Delivery during inclement weather will be coordinated with the Vendor.
- 3.1.1.3 Vendor will be required to interact directly with representatives of the West Virginia Department of Environmental Protection.
- 3.1.1.4 The Vendor shall be responsible to have up to 25-Ton Truckloads to be delivered. Quantity of Limestone Sand will be directed by the Representative for the WVDEP/AML.
- 3.1.1.5 The Vendor shall be responsible for acquisition and utilization of all reasonable and necessary equipment, licenses, permits, specialized equipment, etc.
- 3.1.1.6 The WVDEP/AML shall not be responsible for any terms of any subcontract the primary Vendor may enter into to perform the duties of this contract.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract will be awarded to the lowest bidder per county, on a price per ton delivered basis to provide the Limestone Sand to the Coalfield Counties of West Virginia.

The award of this solicitation may be split if it is in the best interest of the WVDEP/AML. If the Contract is awarded to the lowest bidder per County, on a price per ton delivered basis, vendors winning multiple Counties will have those Counties combined into a single contract.

4.2 Pricing Pages: Vendor must complete the Pricing Pages in their entirety by bidding on All of the commodity line items in wvOASIS. Vendor must enter a price for every county included in the solicitation in order to be considered. Failure to do so will result in Vendor's bids being disqualified.

The Commodity Lines in wvOASIS contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate quantity of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the solicitation through wvOASIS.

5. ORDERING AND PAYMENT:

- 5.1 Ordering: Vendor shall accept orders through wvOASIS, telephone, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
 - 5.2.1 Vendor shall be paid based on the unit price per line item (with units as listed). These prices must include all labor costs, mileage and travel costs, recycling costs and any other fees necessary to perform under this contract. No additional costs shall be paid.

- 5.2.2 Vendor shall send invoice to the WVDEP/AML representative upon completion of work.
- 5.2.3 The Acquisition and Utilization of all reasonable and necessary equipment, licenses, permits, specialized equipment, etc. will be the exclusive responsibility of the vendor.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time: Vendor shall deliver standard orders within 72-hour notice of the WVDEP/AML Representative Monday-Friday 8:00am EST. to 5:00pm EST. Saturday deliveries are only permitted with prior approval by a WVDEP/AML Representative. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Delivery during inclement weather will be coordinated with the Vendor.
- 6.2 Delivery Location: WVDEP AML will specify the location(s) in which the material will be unloaded. This may include multiple locations for one delivery.
- 6.3 Late Delivery: The Agency placing the order under this Contract must be notified in writing 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.
- 6.4 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's designated 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.
- 6.5 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. 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.

- 6.6 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.
- **6.7** Performance: This is an open-ended contract for specified services and period set forth herein.
 - 6.7.1 Responsible to acquire and deliver Limestone Sand to the sites as requested by a WVDEP/AML representative in Coalfield Counties of West Virginia.
 - 6.7.2 Able to deliver in remote areas where roads are passable, however, during inclement weather conditions, passage is sometimes difficult. Delivery will be required during all weather conditions after coordination with the Vendor.
- 7. TRAVEL: The area of work will include Counties: (Barbour, Braxton, Brooke, Clay, Fayette, Gilmer, Grant, Hancock, Harrison, Kanawha, Lewis, Marion, Marshall, Mason, Mineral, Monongalia, Nicholas, Ohio, Pendleton, Pocahontas, Preston, Raleigh, Randolph, Taylor, Tucker, Upshur and Webster) Coalfields of West Virginia.
 - 7.1 Vendor shall be responsible for all mileage and travel costs, including travel time, associated with the performance of this contract. Any anticipated mileage or travel costs may be included in the flat fee listed on the vendor's bid, but such costs will not be paid by the Agency separately.

8. VENDOR DEFAULT:

- 8.1 The following shall be considered a vendor default under this Contract.
 - 8.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
 - 8.1.2 Failure to comply with other specifications and requirements contained herein.
 - 8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

- 8.1.4 Failure to remedy deficient performance upon request.
- 8.2 The following remedies shall be available to Agency upon default.
 - 8.2.1 Immediate cancellation of the Contract.
 - 8.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 8.2.3 Any other remedies available in law or equity.

9. MISCELLANEOUS:

- 9.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 9.2 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.
- 9.3 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.
- 9.4 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:	Doug Canterbury	
Telephone Number: _	304-392-5872	
Fax Number:	304-392-5828	
Email Address:	ug.canterbury@appaggwv.com	

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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 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 into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the

"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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Appalachian Aggregates, LLC
Authorized Signature:
County of Greenbrier , to-wit:
Taken, subscribed, and sworn to before me this 29 day of January , 2019. My Commission expires May 18
AFFIX SEAL HERE NOTARY PUBLIC OFFICIAL SEAL NOTARY PUBLIC OFFICIAL SEAL
PHYLLIS G. BURNS Purchasing Affidavit (Revised 01/19/201

187 CIRCLE DRIVE EWISBURG, WEST VIRGINIA 2400