



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

[List View](#)

General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)

Procurement Folder: 668326

Procurement Type: Central Master Agreement

Vendor ID: VC0000067269

Legal Name: JOE R PYLE COMPLETE AUCTION AND REALTY LLC

Alias/DBA: JOE R PYLE

Total Bid: \$0.00

Response Date: 12/30/2019

Response Time: 10:57

SO Doc Code: CRFQ

SO Dept: 0806

SO Doc ID: PPA200000001

Published Date: 12/23/19

Close Date: 12/30/19

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum 1 - Premium Auction Services

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 668326
Solicitation Description : Addendum 1 - Premium Auction Services
Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-12-30 13:30:00	SR 0806 ESR12301900000003835	1

VENDOR
VC0000067269 JOE R PYLE COMPLETE AUCTION AND REALTY LLC JOE R PYLE

Solicitation Number: CRFQ 0806 PPA2000000001

Total Bid : \$0.00 **Response Date:** 2019-12-30 **Response Time:** 10:57:09

Comments: Please attached file for our narrative on Buyer's Premium amount, our credentials and bona fides, references, and past examples of similar projects we have conducted.

FOR INFORMATION CONTACT THE BUYER
 Linda B Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Premium Auction Services for Heartland Intermodal				\$0.00

Comm Code	Manufacturer	Specification	Model #
80141705			

Extended Description :	Premium Auction Services for Heartland Intermodal Gateway
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Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 34 - Service - Prof

Proc Folder: 668326

Doc Description: Premium Auction Services Heartland Intermodal Gateway

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-12-16	2019-12-30 13:30:00	CRFQ 0806 PPA2000000001	1

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:

Joe R Pyle Complete Auction and Realty, Limited Liability Company
 5546 Benedum Drive
 Shinnston, WV 26431
 304-592-6000

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature X

FEIN # 47-3959479

DATE

12/30/19

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

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division for the Agency, The West Virginia Department of Transportation, Public Port Authority is soliciting bids from qualified vendors to establish a contract to obtain Auctioneering Services for the sale of the intermodal, multi-modal, or rail-dependent facility known as the Heartland Intermodal Gateway ("HIG") and associated real and personal property, improvements, equipment, and inventory per the Specifications, Terms & Conditions and bid requirements as attached.

INVOICE TO	SHIP TO
DEPARTMENT OF TRANSPORTATION WV PUBLIC PORT AUTHORITY 1900 KANAWHA BLVD E, BLDG 5 RM A137 CHARLESTON WV25305 US	DEPARTMENT OF TRANSPORTATION PRICHARD INTERMODEL FACILITY 401 HEARTLAND DR PRICHARD WV 25555 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Premium Auction Services for Heartland Intermodal	1	N/A	N/A	N/A

Comm Code	Manufacturer	Specification	Model #
80141705	N/A	N/A	N/A

Extended Description :

Premium Auction Services for Heartland Intermodal Gateway

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Question Deadline 3:00 p.m.	2019-12-20

PPA2000000001	Document Phase Final	Document Description Premium Auction Services Heartland Intermodal Gateway	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
 Request for Quotation
 34 – Service - Prof

Proc Folder: 668326

Doc Description: Premium Auction Services Heartland Intermodal Gateway

Proc Type: Central Master Agreement

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

VENDOR

Vendor Name, Address and Telephone Number:

Joe R Pyle Complete Auction and Realty, Limited Liability Company
 5546 Benedum Drive
 Shinnston, WV 26431
 304-592-6000

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature X

FEIN # 47-3959479

DATE

12/30/19

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

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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Comm Code	Manufacturer	Specification	Model #
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Extended Description :

Premium Auction Services for Heartland Intermodal Gateway

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Question Deadline 3:00 p.m.	2019-12-20

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 11/14/2019

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: **Friday, December 20, 2019, 3:00 p.m.**

Submit Questions to: **Linda B. Harper**
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Linda.B.Harper@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

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: Premium Auction Services Heartland Intermodal Gateway
BUYER: Linda B. Harper, Buyer Supervisor
SOLICITATION NO.: CRFQ PPA2000000001
BID OPENING DATE: December 30, 2019
BID OPENING TIME: 1:30 p.m.
FAX NUMBER: 304-558-3970

Revised 11/14/2019

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 of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

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 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: December 30, 2019, 1:30 p.m.

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

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

Revised 11/14/2019

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the

Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. 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.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. 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.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: **Initial Contract Term:** This Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the 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 request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one-fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

Provide proof of auctioneer licensing from the WV Department of Agriculture, per W.Va. Code §19-2C-1 et seq.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: \$100,000.00 per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: _____ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: _____ per occurrence.
- Aircraft Liability** in an amount of: _____ per occurrence.
-
-
-
-

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

N/A for N/A

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

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.

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

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 11/14/2019

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 pre-award 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.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

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.

Ethan Moore, Assisant General Manager

(Name, Title)

Ethan Moore, Assisant General Manager

(Printed Name and Title)

5546 Benedum Drive, Shinnston, WV 26431

(Address)

304-592-6000 304-592-6006

(Phone Number) / (Fax Number)

ethan@joerpyleauctions.com

(email address)

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.

Joe R Pyle Complete Auciton and Realty, LLC

(Company)



Ethan Moore, Assisant General Manager

(Authorized Signature) (Representative Name, Title)

Ethan Moore, Assisant General Manager

(Printed Name and Title of Authorized Representative)

12 / 30 / 19

(Date)

304-592-6000 304-592-6006

(Phone Number) (Fax Number)

**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 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.

Joe R Pyle Complete Auciton and Realty, LLC

Company



Authorized Signature

12/30/19

Date

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

REQUEST FOR QUOTATION
Auctioneering Services

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Department of Transportation, Public Port Authority (“WVPPA”) is soliciting bids to establish a contract to obtain Auctioneering Services for the sale of the intermodal, multi-modal, or rail-dependent facility known as the Heartland Intermodal Gateway (“HIG”) and associated real and personal property, improvements, equipment, and inventory located thereon and used , at or on County Route 252/14, near the Town of Prichard, Butler District, Wayne County, West Virginia. HIG allows the transfer of containerized freight between trucks and rail, and also allows for containers to be stored on site between transfers. The facility is accessible via an access road extending between the site and County Route 252/14, which access includes a bridge that passes over the Norfolk Southern railroad and a structure controlling the flow of vehicle traffic into and out of the facility. HIG also contains computer equipment, trucks, a forklift, utility wagons, and a chassis rotator used in truck to rail/rail to truck transfers (together the “Inventory”).
 - 1.1** The State of West Virginia, through the WVPPA owns the 64 acres parcel of real property on which the HIG is located, subject to certain donation conditions contained in the deed of transfer from Norfolk Southern Railway Company and Virginia Holding Corporation dated November 15, 2011, and recorded in the Wayne County Clerk’s office in Deed Book 680, page 63 (“Donation Deed”).
 - 1.1.1** The Vendor will be given an opportunity to view and should familiarize himself/herself with the Donation Deed and other pertinent information including applicable leases, contracts, etc.
 - 1.2** The Vendor will be given an opportunity to view the facility and the Inventory in furtherance of the auction services.
 - 1.3** The Vendor may advise WVPPA on the best manner and methods to conduct the sale, such as whether to conduct a sealed bid sale, with the time and place of the bid opening consistent with the best practices of auctioneering services.
 - 1.4** The Vendor shall receive his or her payment on a “buyer’s premium,” which means all commission and costs of preparing for the sale and conducting the bidding shall be paid by the buyer or assumed by Vendor. Per action of the West Virginia Legislature, the WVPPA lacks funding and spending authority and cannot issue any payment(s) in connection with the sale.
 - 1.5** It is contemplated that the sale of HIG shall be “as is, where is” with no warranties, express or implied, provided by the WVDOT, the WVPPA, or the State of West Virginia.
 - 1.6** The Contract for auctioneering services is subject to approval by West Virginia Secretary of Transportation, who reserves the right to refuse to approve the contract for any reason or no reason at all.

REQUEST FOR QUOTATION
Auctioneering Services

2. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following **minimum qualifications**:

2.1 Provide proof of auctioneer licensing from the WV Department of Agriculture, per W.Va. Code §19-2C-1 et seq.

2.2 Have a good working knowledge of real estate auctions and sealed bid sales, specifically the auction of industrial/commercial facilities. Vendor should provide proof of this with their bid response. The WVDOT reserves the right to seek additional clarity and information to ensure the required experience level has been met.

2.2.1 Provide up to 3 references of previous real estate auctions/sealed bid sales conducted upon Agency request. References are encouraged to be provided with the bid response; however, they must be provided within 2 calendar days of agency request.

2.2.2 Vendor must have experience selling industrial or large-scale properties including fixtures, equipment, and buildings and must provide at least two examples of successful sales meeting these qualifications.

3. MANDATORY REQUIREMENTS: Contract Services must meet or exceed the mandatory requirements listed below.

3.1 Vendor must have ability to perform a public sale of industrial real estate in West Virginia, including the ability to conduct a sealed bid auction, and provide advice and consultation on best practices with respect to the same. Those required abilities include:

3.1.1 the ability to value real estate, heavy machinery, and computer equipment and provide advice and consultation with respect to the same.

3.1.2 the ability to read and understand complex legal documents, including but not limited to deeds, leases and contracts.

3.1.3. the ability to prepare a bid package for the sealed bid auction of a commercial/industrial going concern, and its assets, based upon an experienced determination of best value.

3.1.4. the ability to provide services upon contract terms that acknowledge and account for WVPPA's inability to spend money in connection with the sale and that the WVPPA Board of Directors may elect not

REQUEST FOR QUOTATION
Auctioneering Services

to sell the property.

- 3.1.4. the ability to conduct services on a “time is of the essence” or expedited basis as facts and circumstances dictate.
 - 3.2 Sale of the HIG will be made subject to the terms and conditions contained in the Donation Deed.
 - 3.3. A Minimum Bid or Reserve may be established by WVPPA.
 - 3.4. Sale shall be “as is, where is” condition without any express or implied representations or warranties of any kind by WVDOT or WVPPA, and there shall be no obligation to construct or install any improvements, make repairs, or expend any money whatsoever in relation to the HIG.
 - 3.5. Payment will be based on a “buyer’s premium” or buyer’s payment of commission. No costs will be incurred by the WVDOT or the WVPPA or its Board of Directors.
 - 3.6. Proceeds of sale will be delivered to one or more state agencies as directed by the State.
- 4. CONTRACT AWARD:**
- 4.1 **Contract Award:** The Contract is intended to provide the WVDOT and the Board of Directors of the WVPPA with a price for the Contract Services that will maximize value of the sale of the Intermodal Facility. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest percentage cost. If tie bids are submitted, the tie will be broken in accordance with the Purchasing Division rules relating thereto.
 - 4.2 **Pricing Page:** Vendor should complete the Pricing Page (Exhibit A). Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor’s bid being disqualified.
 - 4.3 Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.
- 5. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

REQUEST FOR QUOTATION
Auctioneering Services

- 6. PAYMENT:** The sealed bid auction shall be a buyer's premium auction, whereby the successful bidder pays for all for all services rendered at the completion of the auction, including all travel, mileage, and work performed in preparing for the auction.
- 7. FACILITIES ACCESS:** Performance of Contract Services may require access cards, keys, and scheduling to gain entrance to the HIG for purposes of preparation. In the event access cards and/or keys are required:
- 7.1** Vendor must identify principal service personnel which will be issued access cards and/or keys to personally visit the HIG. Upon contract award, personnel designated to perform services must provide Agency a copy of each individual's State issued ID/Driver's License prior to beginning work.

8. VENDOR DEFAULT:

The following shall be considered a vendor default under this Contract:

- 8.1** Failure to perform Contract Services in accordance with the requirements contained herein.
- 8.2** Failure to comply with other specifications and requirements contained herein.
- 8.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 8.4** Failure to remedy deficient performance upon request.
- 8.5** The following remedies shall be available to Agency upon default.
- 8.6** Immediate cancellation of the Contract.
- 8.6.1** Immediate cancellation of one or more release orders issued under this Contract.
- 8.6.2** Any other remedies available in law or equity.

9. MISCELLANEOUS:

- 9.1 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

REQUEST FOR QUOTATION
Auctioneering Services

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: Ethan Moore, Assisant General Manager

Telephone Number: 304-592-6000

Fax Number: 304-592-6006

Email Address: ethan@joerpyleauctions.com

REQUEST FOR QUOTATION
Solicitation# 0806PPA2000000001
Auctioneering Services

EXHIBIT A
PRICING PAGE
Solicitation# 0806PPA2000000001

ITEM 1

Services to effectuate public sale. Fee shall be inclusive of all costs and expenses; no separate travel related fees will be paid to vendor:

5 % commission on sale of property, to be paid by Purchaser.

Unsigned bid responses will not be accepted. If you are responding electronically via wvOASIS, your sign-on credentials become your signature.

Signature: _____



Printed Name: Ethan Moore, Assisant General Manager

Telephone (if questions arise): 304-592-6000

Email Address: ethan@joerpyleauctions.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 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: (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, 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: Joe R Pyle Complete Auction and Realty, LLC

Authorized Signature: [Signature] Date: 12/30/19

State of West Virginia

County of Harrison, to-wit:

Taken, subscribed, and sworn to before me this 30 day of December, 2019.

My Commission expires Nov 25, 2024.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature: Nancy J. Marshall]

Purchasing Affidavit (Revised 01/19/2018)

Addendum Responding to Specifications

Submitting Vendor's response below are in BLUE.

SEALED BID: Premium Auction Services Heartland Intermodal Gateway
BUYER: Linda B. Harper, Buyer Supervisor
SOLICITATION NO.: CRFQ PPA2000000001
BID OPENING DATE: December 30, 2019
BID OPENING TIME: 1:30 p.m.
FAX NUMBER: 304-558-3970

2. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following **minimum qualifications**:

2.1 Provide proof of auctioneer licensing from the WV Department of Agriculture, per W.Va. Code §19-2C-1 et seq.

2.2 Have a good working knowledge of real estate auctions and sealed bid sales, specifically the auction of industrial/commercial facilities. Vendor should provide proof of this with their bid response. The WVDOT reserves the right to seek additional clarity and information to ensure the required experience level has been met.

2.2.1 Provide up to 3 references of previous real estate auctions/sealed bid sales conducted upon Agency request. References are encouraged to be provided with the bid response; however, they must be provided within 2 calendar days of agency request.

2.2.2 Vendor must have experience selling industrial or large-scale properties including fixtures, equipment, and buildings and must provide at least two examples of successful sales meeting these qualifications.

2.1 –

License copy attached

2.2 –

Most notably, our Company handled the recent marketing and sale of a major oil and gas exploration and transportation company, Hard Rock Exploration, Inc. (and its affiliates), with real and chattel assets located in seven West Virginia counties. Our Company was approached in October of 2018 and engaged for our services official in December 2018 by order of the Bankruptcy Court for the Southern District of West Virginia. Once officially engaged, our full time staff of marketing professionals executed a national marketing campaign that included print ads in multiple trade journals, newspapers in many major markets nationwide, direct mail, direct email, and phone solicitation to hundreds of potential bidders involved in the regions oil and gas extraction, exploration, production and transportation fields. Ultimately, the sale was conducted in-person with who aggressive bidders advancing the bid well beyond the established stalking horse bid to a price that was acceptable to the Trustee and the Debtor's Committee, resulting in a successful sale in excess of \$10,000,000.00.

For the last three years our company has worked on a large-scale, multimillion dollar project with Consol/CNX. This project has been managed by one agent with the support of several other staff members. The project has been handled from beginning to end including but not limited to inspecting properties, working with marketing and advertising manager to reach the appropriate areas, review of complex real estate documents such as leases on properties, lien searches, deeds and Contracts of Sale, discussing documentation with successful buyers, and ultimately obtaining the legal signatures and deposits required. This project has resulted in millions of dollars in return to this company. [Examples attached of past sales managed by our company]

2.2.1 –

LS Associates, LLC
Robert Leasure
462 S. 4th Street, Suite 1770
Louisville, KY 40202
502-583-1945
bleasure@lsassociatesllc.com

Turner & Johns
Bob Johns
216 Brooks Street
Suite 200
Charleston, WV 25301
304-720-2300

CNX Land
Melissa Wilson
Asset Disposition
1000 Consol Energy Drive
Canonsburg, PA. 15317
724-485-4038

2.2.2 -

See above at 2.2 and attached examples of past projects.

3. MANDATORY REQUIREMENTS: Contract Services must meet or exceed the mandatory requirements listed below.

3.1 Vendor must have ability to perform a public sale of industrial real estate in West Virginia, including the ability to conduct a sealed bid auction, and provide advice and consultation on best practices with respect to the same. Those required abilities include:

- 3.1.1 the ability to value real estate, heavy machinery, and computer equipment and provide advice and consultation with respect to the same.**
- 3.1.2 the ability to read and understand complex legal documents, including but not limited to deeds, leases and contracts.**
- 3.1.3. the ability to prepare a bid package for the sealed bid auction of a commercial/industrial going concern, and its assets, based upon an experienced determination of best value.**
- 3.1.4. the ability to provide services upon contract terms that acknowledge and account for WVPPA's inability to spend money in connection with the sale and that the WVPPA Board of Directors may elect not**

3.1.1 –

We have a full time staff of qualified real estate agents that work daily providing estimated values and consult with respective parties on best manner of sale which would include place, time, marketing and advertising and manner in which asset should be sold. These parties would include owners, financial institutions, attorneys; bankruptcy courts. There are times testimony is required in court proceedings regarding values and processes used. In addition, we have a staff of people qualified to value machinery, equipment, and fixtures and provide detailed information as to the manner of preparing for sale and the ultimate selling of same. These services are as well provided to owners; financial institutions; attorneys; and the bankruptcy courts.

3.1.2 –

Our Company is staffed with full time agents dealing daily with review of deeds, leases, and contracts. Among our staff agents, Mrs. Debra Flanigan has 40+ years of work in the financial world that consisted of reviewing legal loan documents, leases, real estate contracts, and other contracts for commercial clients. Further, our Director Real Estate Operations is keenly adept at parsing complicated documents and our Assistant General Manager holds J.D. from WVU College of Law. The majority of the work conducted by our staff is related to liquidation of assets large and small. We also have available to us the services of a local attorney who can undertake review of documentation and preparation of documents.

Preference for West Virginia- Based Company

Joe R Pyle Complete Auction and Realty, LLC is a West Virginia-based LLC duly recorded with the West Virginia Secretary of State and we do hereby request any preference that is awarded for in-state bidders for this contract be applied to our submission.

3.1.3 –

We have experience in putting together bid packages and carrying it through to end as evidenced by our success with Hard Rock Exploration, Inc (and its affiliates). In the process of managing the sale of Hard Rock Exploration, our Company coordinated the creation, operation, and access to an extensive Data Room containing THOUSANDS of pages of information relevant to the sale (leases, deeds, and other recorded documents). All information needed for a buyer to make an informed decision was distributed timely, with all necessary supporting documentation and contact information. We assigned a staff to be available extended hours to answer questions via telephone or respond via email. In addition, the Agent mentioned above has 25 years with Federal Government and has had direct involvement in numerous sealed bid projects from putting together the package; advertising; and ultimately opening bids and collecting funds.

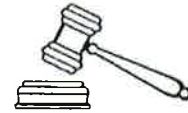
3.1.4 –

It is understood as Vendor, we will be required to advance funds for proper marketing and advertising as well as any other costs associated with this project and our Company has the financial wherewithal to do so. We will assign two agents to this project that will be available as needed to meet and/or talk with prospective buyers. We consistently work on a compressed work schedule meeting daily demands and deadlines. Our goal is to maximize the maximum return in the least amount of time as possible. In addition, we have a marketing staff that will be ready to move upon notification that we have been chosen for this project.

3.6. Proceeds of sale will be delivered to one or more state agencies as directed by the State.

As the Vendor, our Company will collect the money from the successful bidder and hold it in our holding/escrow account in accordance with laws governing from the West Virginia Real Estate Commission and disperse funds, as directed, at closing.

WEST VIRGINIA
AUCTIONEER LICENSE



No: 212

Year: 2019

Be it known to all present that

Joe Ross Pyle

is a duly licensed and bonded auctioneer authorized to conduct public auction sales in the State of West Virginia under authority by the West Virginia Department of Agriculture.

A handwritten signature in black ink, appearing to read "Kent A. Leonhardt".

Kent A. Leonhardt

Commissioner of Agriculture



NONTRANSFERABLE

2019 - 2020

State of West Virginia
Real Estate Commission

JOE R PYLE	WV0002246
JOE R PYLE COMPLETE AUCTION AND	005175-00
REALTY CO, LLC	6/22/2015
5546 BENEDUM DRIVE	
SHINNSTON WV 26431	

Real Estate Broker

Is duly authorized to operate pursuant to WV Code Chapter 30, Article 40 until June 30, 2020, unless this license status changes due to action by this Commission or Licensee.

WEST VIRGINIA REAL ESTATE COMMISSION



Cheryl L. Dawson

CHERYL L. DAWSON, CHAIRMAN

Densil L. Nibert

DENSIL L. NIBERT, SECRETARY

Upon a change in status, sign and return this certificate to the Commission.

Broker's Signature

Joe R Pyle

Date

5/26/19

Client#: 1498516

JOEPLY1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/23/2019

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services, 48 Donley Street, Suite 703, Morgantown, WV 26501, 304 598-5678. CONTACT NAME: Lisa A Ballard, PHONE: 304 347-0615, FAX: 30 347-0605, E-MAIL ADDRESS: lisa.ballard@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: BrickStreet Mutual Insurance Company (NAIC # 12372), INSURER B: Underwriters at Lloyd's London (NONAIC).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER: WV Department of Transportation, 1900 Kanawha Blvd, East, Building 5, Room 840, Charleston WV 25305-0330. 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: [Signature]

ACORD

Client#: 1498516 JOEPLY1
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2019

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: USI Insurance Services, 48 Donley Street, Suite 703, Morgantown, WV 26501, 304 598-5678
CONTACT NAME: Lisa A Ballard
PHONE: 304 347-0615, FAX: 30 347-0605
E-MAIL ADDRESS: lisa.ballard@usi.com
INSURER(S) AFFORDING COVERAGE: BRICKSTEEL Mutual Insurance Company (12372), Underwriters at Lloyd's London (NONAIC), Westfield Insurance Company (24112)

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER: WV Department of Transportation, 1900 Kanawha Blvd, East, Building 5, Room 840, Charleston WV 25305-0330
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: [Signature]

AUCTION!



JOE R. PYLE

COMPLETE AUCTION & REALTY SERVICE

WILL OFFER AT AUCTION,
BY ORDER OF THE BANKRUPTCY COURT,
ASSETS OF

Hard Rock Exploration, Inc.

A MAJOR WEST VIRGINIA
GAS PRODUCTION
AND TRANSMISSION COMPANY
AND ITS AFFILIATES

400 MILES
OF GATHERING
LINES

394 WELLS
UNDER
MANAGEMENT

4 COMPRESSOR
STATIONS
FULLY FURNISHED OFFICE
& MAINTENANCE FACILITY

53,000 ACRES
APPROX. ACRES
UNDER LEASE

Sealed Bids will be received
through 4:00 PM on February 25, 2019.
Live Auction Event will be held
at 9:00 AM on Tuesday, March 5, 2019

REVISED
DATE

FOR MORE INFORMATION:

304-254-6800 | info@hreauctionwv.com | www.HREAuctionWV.com

Located in
7 WV Counties!



**BUSINESS
OPPORTUNITY
AT AUCTION!**

FOR MORE INFORMATION:
304-254-6800 | info@hreauctionwv.com | www.HREAuctionWV.com

JOE R. PYLE
5546 Benedum Dr
Shinnston, WV 26043

Hard Rock Exploration, Inc. and its affiliates (Blue Jacket Partnership, Blue Jacket Gathering, LLC, Caroline Energy Company, Inc. and Brothers Realty, LLC) are major gas producers, operators, and transmitters with primary operations in the counties of Cabell, Jackson, Lincoln, Mason, Putnam, Roane and Wirt in **West Virginia** and Buchanan County in **Virginia**.

ASSETS OFFERED INCLUDE:

- Approximately 400 Miles of Gathering Lines
- 394 Wells Under Management
- Approximately 53,000 Acres Under Lease
- 4 Compressor Stations
- Fully Furnished Office Building & Maintenance Facility

Sale Timeline	
Entry of Bidding Procedures Order	Friday, January 11, 2019
Bid Deadline	Monday, February 25, 2019 at 4:00 PM
Bid Evaluation Period	February 25, 2019 - March 1, 2019
Deadline to Notify Qualified Bidders	Friday, March 4, 2019
Auction	Tuesday, March 5, 2019 at 9:00 AM
Notice of Successful Bidder:	Promptly after the Auction. Notice of the Successful Bidder will be filed with the Court and served upon all Notice Parties.
Deadline to File Objection to the Auction or Selection of Successful Bidder (the "Auction Objection Deadline")	Wednesday March 7, 2019
Sale Hearing	Wednesday, March 13, 2019 at 10:00 AM

Interested parties must request access to the secure Data Site by contacting Auction Staff. Bids submitted must be accompanied by a 5% down payment. Bidder will be required to exhibit the financial wherewithal to complete the transaction.

Joe R. Pyle Complete Auction & Realty Service is conducting this auction by order of the United States Bankruptcy Court for the Southern District of West Virginia, Judge Frank W. Volk (Case No. 17-20459, Family Administration, Chapter 11), Robert W. Cassaro is the trustee for Hard Rock Exploration, Inc. and its affiliates. Joe R. Pyle, Broker, WV 202.

2-Story Penthouse Auction - Wednesday, September 12th at 5:00 pm

The Penthouse at The Morgantown Marriott



2 Waterfront Place - Unit 1701 Morgantown, WV

The ultimate luxury living experience - the Penthouse at the Morgantown Marriott at Waterfront Place that offers 2 levels of unparalleled elegance with imported Italian marble floors and custom finishes: 360-degree views along with many other extravagant features.

- 4 Bedrooms, Including 2 Masters
- 8 Bathrooms
- 11,917 +/- Square Feet
- 5,474 +/- Square Feet of Terrace and Balcony Space
- Luxurious Modern Kitchen
- Open Floor Plan Living and Dining Room
- Library, 2 Offices & Home Gym
- Custom Theatre room with Full Bar
- Smart House that features AMX System that controls blinds, lights, TVs, sound system, fireplaces and thermostat.

Please visit our website for a listing of all amenities and photos and videos of this luxurious property.

CALL TIA WOLSKI FOR YOUR SHOWING

304.777.3945





JOE R. PYLE
COMPLETE AUCTION & REALTY SERVICE

5546 Benedum Drive
Shinnston, WV 26431
www.joerpyleauctions.com
304-592-6000
Joe Pyle WV212
Tia Wolski WV0030086

2-Story Penthouse Auction - Wednesday, September 12th at 5:00 pm Registration & Inspection Begin at 3:00 pm

REAL ESTATE TERMS: Seller reserves the right to reject any bid deemed to be insufficient, 10% nonrefundable down payment made day of auction with balance due at closing. No financing contingencies will be entered into the contract. Any required inspections must be completed prior to bidding. Property is being sold as is, where is with no warranty written or implied. Property will be sold free and clear of all liens. 30 days given to close. Announcements sale day take precedence over all advertisements published. 10% Buyers Premium will be added to determine final contract price. Name of purchaser on contract must be the name of the winning bidder or an entity which the winning bidder legally represents. No exceptions.

Private Elevators with Full Access to:

- The Olexa Spa
- Indoor Pool
- State-of-The-Art Fitness Center
- Room Service
- Bourbon Prime Restaurant & Lounge

2 Waterfront Place - Unit 1701
Morgantown, WV

The Penthouse at The Morgantown Marriott



Joe R. Pyle Complete Auction and Realty Service | office: 304 592 6000 |
tia@joerpyleauctions.com | www.JoeRPyleAuctions.com |

26 LONG STREET WESTOVER, WV

Tuesday, October 17th at 10am
Registration Begins at 8:30am

2.27 ACRES WITH 4 LARGE COMMERCIAL BUILDINGS ALONG MONONGAHELA RIVER



Subject 4

- 1800 SQFT Commercial Pole Building Situated on .279 (+/-) Acres
- Concrete Floors
- Several Large Bay Doors

Subject 5

- 7,200 SQFT Commercial Building with Offices
- Secretary Office Space with Executive Offices
- (2) Half Baths
- Conference Area

Subject 6

- Combination of Subjects 4 & 5

Subject 7

- Property in its Entirety
- 2.27 with 4 Large Commercial Buildings

www.joerpyleauctions.com

REAL ESTATE TERMS: 10% non-refundable down payment made day of closing. No financing contingencies. Any required inspections must be completed prior to bidding. All information contained herein derived from sources deemed reliable but not warranted. Sold as is no warranty written or implied. Real estate sold subject to owner confirmation 60 days to Close. Announcements. Seller does hereby pre-emptive over any and all advertisements published by Buyer's Premium added to determine final contract price.

TERMS ON PERSONAL PROPERTY: CASH CHECKS ACCEPTED WITH POSITIVE ID AND AUCTION COMPANY APPROVAL. VISA MASTERCARD AND DISCOVER ACCEPTED. 15% PREMIUM ON ALL AFTER HANDS PURCHASES INSIDE 5% OF PREMIUM WILL BE WAIVED FOR CASH AND CHECK PURCHASES ON SITE. AN ADDITIONAL 10% WILL BE ADDED FOR PHONE & ABSENTEE BIDDERS.

JOE R. PYLE

 www.joerpyleauctions.com
 3016 29th Main Dr. Shinnston, WV
 26047-8000
 Joe R. Pyle, WV22

POST INTO
US POSTAGE
PAID
Permit No. 7
Fayetteville, WV

COMPLETE BUSINESS LIQUIDATION AUCTION

Cyphert Industries

Cyphert Industries was a well-known company in North Central West Virginia for over 50 Years. They have given Joe R. Pyle Complete Auction & Realty Service the distinct privilege of liquidating their real estate & other assets.



Subject 1

- Over 10,000 SQFT Commercial Building
- Concrete Floors
- Several Large Bay Doors
- Office Space
- Second Story Currently used for Storage Could Be Converted into Offices
- Situated Right Along Monongahela River

Subject 2

- Over 2,000 SQFT Commercial Pole Building
- Concrete Floors
- Over 15ft. Doors for Easy Access for Large Machinery

Subject 3

- Combination of Subjects 1 & 2
- 115 (+/-) Acres Along Monongahela River



PRIME WATERFRONT PROPERTY TO BE SOLD AT AUCTION

REAL ESTATE
SELLS AT NOON

26 LONG STREET WESTOVER, WV

COMPLETE BUSINESS LIQUIDATION AUCTION

Cyphert Industries

TUESDAY, OCTOBER 17TH AT 10:00AM

Fork Lifts & Accessories

- Clark CS500 Fork Lift Hard Rubber tires
- Clark Rubber tire Fork lift
- Hyster 90 Fork lift
- Clark fork lift-Non-operable
- Fork Lift Dump Bins



Miscellaneous Items

- Metal Storage Racks for Round and sheet stock
- Hydraulic Cylinders
- Chains, Cables and lifting straps
- Ratchet and Snap binders
- Torpedo heaters
- Step and Extension ladders
- John Deere Hydro 175 Lawn Mower
- Honda Helix Scooter
- Electric motors
- Organized Nuts bolts screws
- Antique Circular Stair Case
- Conveyor rollers
- Bridge Crane Steel



Sheet Metal, Welding, and Fabrication

- MUHR and Bender M1W 800 Iron Worker
- MUHR and Bender HPSN 450 Iron Worker
- 5 Lincoln Ideal Arc TM 400/400 Welder
- Miller Welder with Millermatic 30 A Feeder
- 5 Miller Delta Weld 451 With wire feeder
- Lincoln 210 Power Mig Welder
- TIG 200 AC/DC Inverter
- Tank Carts
- Oxy Acetylene Sals
- Track Torch
- Multiple Welding tables
- Metal Saw horses
- Chicago 8' Sheet Metal Brake
- PS&W 36" Shear
- Niagara 48" Slip Roll
- Like New Take Up Rollers
- Set of Rebuilt Mine/Supply Car for 42" Track



Woodworking, General Tools, and Shop Items

- Woodstock Shop Fox Mill Bandsaw
- Craftsman 26" Industrial Rated Drill press
- Rigid 535 Power pipe die
- Taps to 2"
- Multiple Baldor Grinders
- Baldor Buffer Grinder
- DeWalt Abrasive Cut off saw
- Large Horizontal Hydraulic press
- Power Team 55 Ton Shop Press
- Pipe Master power pipe die
- Sand Blast cabinet
- Several Arbor Presses
- Pallet Jack
- Rail road jacks
- Banding tools
- Karcher 1800 PSI Pressure Washer
- C Clamps
- Beam Drill
- Pipe Wrenches
- Power hand tools
- Air tools



Machine Shop Equipment

- Lodge and Shipley Lathe 24" X 8'
- EST Ticino 260 Lathe 24" X 8'
- Monarch Lathe 28" X 13'
- Antique 24" X 20" Lathe
- Antique 36" X 20" Lathe
- Giddings & Lewis Boring, Drilling, & Milling Machine 48" Bx 120" table
- G&L Horizontal Boring Mill 340-T
- Carlton 4' Radial Arm Drill Press
- The Super Service Radial Arm Drill press
- Cincinnati C Type Vertical Mill 48 X 10" Table
- WF Wells and Son Cut off Band saw
- Lots Morse taper Bits to 3"
- Morse Taper Reamers
- Milling cutters
- Lathe Chucks
- Lathe Dead and live centers
- Boring Bars
- Knurling Tools
- Cut offs
- Steady Rests
- Machinist Vise



1015 Barlow Drive
Charleston, WV

Thursday, December 13th at Noon
Registration & Inspection Begin at 11:00am

COMMERCIAL
PROPERTY ON 4.9+/-
AC ON THE ELK RIVER

SECURED PARTY COMMERCIAL REAL ESTATE AUCTION



**FULLY FENCED
WITH HIGH
VISIBILITY FROM
I-77!**



SUBJECT 1

2 Story Commercial Building on 4.12+/- Acres

- Approx. 20,000 Square Feet
- Approx. 5,000 Square Feet of Office Space
- Approx. 5,000 Square Foot Open Area with Concrete Floors
- Approx. 10,000 Square Foot Lower Level with Concrete Floors and Multiple Storage Rooms
 - Commercial Lift
 - Loading Dock with Ramp
- Dock Access with 2 Docks in the Elk River
- District 15, Map 44L, Parcel 31, 32 & 33
- P/O District 15, Map 44L, Parcel 30

SUBJECT 2

Commercial Garage on 0.77+/- Acres

- 10 - 10 Ft. Garage Doors
- 1 - 14 Ft. Garage Stall
- 1 - 12 Ft. Garage Stall
- Large Workshop with (4) 12 Ft. Garage Doors
- 2 Offices, Several Storage Rooms & Restrooms
 - Concrete Floors
 - New Metal Roof
- P/O District 15, Map 44L, Parcel 30



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Real Estate Terms: 10% nonrefundable down payment made day of auction with balance due at closing. Property being sold As is, where is. 60 days given to close. 5% buyers premium added to determine final contract price.

COMMERCIAL REAL ESTATE AUCTION

1416 Old Mill Creek Rd
Charleston, WV



2 INDUSTRIAL WAREHOUSES ON 51.5+/- ACRES

Building 1:

- 11,500+/- Square Feet
- (5) 14ft Garage Doors
- Welcome Area w/ Front Desk
 - Conference Room
- 2 Storage Rooms, 1 Bathroom, 5 Offices
- Loft in Warehouse w/ Ample Storage

Building 2:

- 1,980+/- Square Feet
- (2) 12ft Garage Doors
- Located outside Charleston City Limits
 - No B&O Tax's
- 51.57+/- Acres w/ Buildable Areas
 - Minutes from I-64
 - In a Private Location

Thursday, December 12th at 12:00 PM
Registration & Inspection Begin at 11:00 PM

FOR MORE INFORMATION CONTACT
LISTING AGENT TAYLOR RAMSEY AT (304)552-5201

RE Terms: 10% down payment made day of auction w/balance due at closing w/in 60 days. 10% BP.

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