



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

Request for Quotation

RFQ NUMBER
6612C003

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS
304-558-0468

VENDOR

*C11132325 540-254-3190
 MT VIEW RESOURCES INC
 77 MAIER FARM RD

 BUCHANAN VA 24066

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/28/2011				

BID OPENING DATE: **10/19/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		EA		770-06		
<p>STONE AND AGGREGATE</p> <p>REQUEST FOR QUOTATION</p> <p>OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO FURNISH ALL LABOR, MATERIAL AND EQUIPMENT TO SUPPLY STONE AND AGGREGATE FOR DISTRICTS 1 THRU 10 PER THE ATTACHED SPECIFICATIONS, AND SUPPLY LABOR, MATERIAL AND EQUIPMENT NECESSARY TO SUPPLY CINDERS FOR DISTRICTS 1, 3, 4, 6 AND 7, PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO PAUL REYNOLDS IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT PAUL.REYNOLDS@WV.GOV. ATTACHED FIND A WORD DOCUMENT FOR SUBMITTING TECHNICAL QUESTIONS. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 10/12/2011 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF FOUR MONTHS</p>						

RECEIVED
 Here
 2011 OCT 18 AM 10:33
 WV PURCHASING
 DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Vaughn E. Wilburn</i>	TELEPHONE 540 254 3190	DATE 10-13-2011
TITLE <i>President</i>	ADDRESS CHANGES TO BE NOTED ABOVE	

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

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

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

INSTRUCTIONS TO BIDDERS

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



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<p>OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Vaughn E Wilbur</i>	TELEPHONE 540-254 3190	DATE 10-13-2011
TITLE <i>President</i>	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TITLE <i>President</i>	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: PAUL REYNOLDS FILE 33</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Walter S. Wilbur</i>	TELEPHONE 540-2543190	DATE 10-13-2011
TITLE <i>President</i>	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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				RFQ. NO. : 6612C003		
				BID OPENING DATE: 10/19/2011		
				BID OPENING TIME: 01:30 P.M.		
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:		

				CONTACT PERSON (PLEASE PRINT CLEARLY):		

				***** THIS IS THE END OF RFQ 6612C003 ***** TOTAL:		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Vaughn E. Williams</i>	TELEPHONE 540-254-3190	DATE 10-13-2011
TITLE <i>President</i>	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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14. BIDDING SCHEDULE VENDOR NAME: _____

14.1 Bidding F.O.B. Vendor's Storage Site (Items A-W)

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

Amor Quarry Sandstone
Gary west va

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

one site/above

Contract Item	Description of Material	Bid Price per Ton Items A-W F.O.B. Vendor's Storage Site		
		<u>LIMESTONE</u> <u>SANDSTONE</u> <u>GRAVEL, SAND</u>	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1 Aggregate	_____	_____	_____
B	Class 2 Aggregate	_____	_____	_____
C	Class 10 Aggregate	_____	_____	_____
D	AASHTO No. 1 Aggregate	_____	_____	_____
E	AASHTO No. 3 Aggregate	_____	_____	_____
F	AASHTO No. 4 Aggregate	_____	_____	_____
G	AASHTO No. 467 Aggregate	_____	_____	_____
H	AASHTO No. 57 Aggregate	_____	_____	_____
I	AASHTO No. 67 Aggregate	_____	_____	_____
J	AASHTO No. 7 Aggregate	_____	_____	_____
K	AASHTO No. 8 Aggregate	_____	_____	_____
L	AASHTO No. 9 Aggregate	_____	_____	_____
<u>M</u>	Stone for Gabions <u>11.00 to 13.00</u>	<u>see schedule attached</u>		
N	Fine Aggregate	_____	_____	_____
O	Standard Abrasives	_____	_____	_____
P	Modified Abrasives	_____	_____	_____
Q	Riprap	_____	_____	_____
R	Shot Rock <u>11.00 to 13.00</u>	<u>see schedule attached</u>		

NOTE: VENDOR SHOULD TYPE BID SCHEDULE

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

BIDDING SCHEDULE (Continued)

VENDOR NAME: _____

14.1 Bidding F.O.B. Vendor's Storage Site (Items A-W) (Continued)

<u>Contract Item</u>	<u>Description of Material</u>	<u>Bid Price per Ton Items A-W F.O.B. Vendor's Storage Site</u>		
		<u>LIMESTONE SANDSTONE GRAVEL, SAND</u>	<u>BLAST FURNACE SLAG</u>	<u>STEEL SLAG</u>
S	AASHTO No. 8 Modified	_____	_____	_____
T	AASHTO No. 9 Modified	_____	_____	_____
U	Pea Gravel	_____	_____	_____
V	No. 11 Limestone Abrasives	_____	_____	_____
* W	Quarry Waste	<u>6.00</u>	_____	_____
X	Haul by Vendor (Items A-W Except for Items Q and R): @ <u>1.00</u> \$ for First Ton-Mile @ <u>.25</u> \$ for Each Additional Ton Mile			
Y	Haul by Vendor (Items R and/or Q only): @ <u>2.00</u> \$ for First Ton-Mile @ <u>.35</u> \$ for Each Additional Ton-Mile			

<u>Contract Item</u>	<u>Description of Material</u>	<u>Bid Price per Ton Item AA F.O.B. Vendor's Storage Site</u>
AA	Cinders (See Note 1.)	_____

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

c) SOURCE OF MATERIAL Name and Location of plant which produces material for Item AA:

Imax Quarry - Gary W.V.
Item AA Not Applicable

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

14. BIDDING SCHEDULE DISTRICT SEVEN 66-11-C034

VENDOR NAME _____

14.2 Bidding F.O.B. Division's Storage Site

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>BARBOUR COUNTY</u>						
A	Class 1	6000	Philippi			
B	Class 2	3000	Philippi			
D	No. 1	500	Philippi			
E	No. 3	500	Philippi			
G	No. 467	2000	Philippi			
H	No. 57	1200	Philippi			
K	No. 8	2500	Philippi			
L	No. 9	1500	Philippi			
M	Gabion Stone	500	Philippi			
O	Standard Abr.	5000	Philippi			
P	Modified Abr.	500	Philippi			
R	Shot Rock	500	Philippi			
<u>BARBOUR COUNTY</u>						
A	Class 1	2000	Belington			
B	Class 2	1500	Belington			
D	No. 1	500	Belington			
E	No. 3	500	Belington			
G	No. 467	700	Belington			
K	No. 8	1500	Belington			
L	No. 9	1000	Belington			
M	Gabion Stone	200	Belington			
O	Standard Abr.	3000	Belington			
P	Modified Abr.	500	Belington			
R	Shot Rock	500	Belington			
<u>BRAXTON COUNTY</u>						
A	Class 1	10000	Laurel			
B	Class 2	7500	Laurel			
D	No. 1	500	Laurel			
E	No. 3	2000	Laurel			
G	No. 467	500	Laurel			
H	No. 57	500	Laurel			
K	No. 8	2500	Laurel			
L	No. 9	1000	Laurel			
M	Gabion Stone	500	Laurel			
O	Standard Abr.	500	Laurel			
P	Modified Abr.	500	Laurel			
R	Shot Rock	1000	Laurel			

* C11132325

Mt View Resources Inc
37 Mailer Farm Rd
Buchanan Va 24066

Department of Administration
Purchasing Division
Building 15
2019 Washington Street
East Charleston WV 25305-0130

Buyer Paul Reynolds File 33
RFQ No 6612C003
Bid opening Date 10/19/2011

14. BIDDING SCHEDULE

DISTRICT TEN

6612C003

VENDOR NAME

Imax Quarry

14.2 Bidding F.O.B. Division's Storage Site

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site
---------------	--------------------------	---------------------------	------------------------------

Bid Price (\$/Ton) F.O.B. DOH Storage Site

RALEIGH COUNTY (I-64)

A	Class 1	10000	Bragg
E	No. 3	1200	Bragg
H	No. 57	0	Bragg
L	No. 9	5000	Bragg
M	Gabion Stone	500	Bragg

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG

WYOMING COUNTY

A	Class 1	3000	Still Run
B	Class 2	2000	Still Run
E	No. 3	1500	Still Run
H	No. 57	2500	Still Run
L	No. 9	2000	Still Run
M	Gabion Stone	1500	Still Run
R	Shot Rock	1000	Still Run
S	No. 8	1000	Still Run

13.00		
13.00		

WYOMING COUNTY

A	Class 1	3000	Hanover
B	Class 2	2000	Hanover
E	No. 3	1000	Hanover
L	No. 9	2000	Hanover
M	Gabion Stone	500	Hanover
R	Shot Rock	2000	Hanover
S	No. 8	500	Hanover

12.00		
12.00		

WYOMING COUNTY

A	Class 1	400	Pineville - WV 97
B	Class 2	2000	Pineville - WV 97
H	No. 57	2500	Pineville - WV 97
L	No. 9	2000	Pineville - WV 97
M	Gabion Stone	1000	Pineville - WV 97
R	Shot Rock	1000	Pineville - WV 97
S	No. 8	500	Pineville - WV 97

12.00		
12.00		

RFQ No. 6612C003

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Mt. View Resources

Authorized Signature: [Signature] Date: 10-17-2011

State of Virginia

County of Roanoke, to-wit:

Taken, subscribed, and sworn to before me this 17th day of October 2011

My Commission expires July 31, 2011

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

