



304-558-3970

AN AMERICAN OWNED COMPANY SINCE 1868

P.O. BOX 160

Swords Crook, Virginia 24649

(276) 873-6816
Fax (276) 873-4208**IMPORTANT**

Please complete the information below and affix the label to the outside of your bid envelope. Thank you.

Sealed Bid Enclosed

RFQ Number:

66146025

Buyer:

Crystal Rink

Bid Opening Date:

02/12/2014

Bid Opening Time:

1:30 p.m.

Mail To:

WV PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

02/11/14 03:33:32PM

West Virginia Purchasing Division

Hand Copy will be next-day aired by UPS.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 6614C025

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

02/11/14 03:33:28PM
West Virginia Purchasing Division

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.

E. Dillon & Company
Company

Sylvia Woodward
Authorized Signature

2/11/14
Date

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



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

6614C025

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

CRYSTAL RINK
304-558-2306

*709033341 276-873-6816

E DILLON & COMPANY
PO BOX 160

SWORDS CREEK VA 24649

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED

01/17/2014

BID OPENING DATE:

02/12/2014

BID OPENING TIME 1:30PM

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

02/11/14 03:33:20PM

West Virginia Purchasing Division

SIGNATURE

Sylvia Woodward

TELEPHONE

(276) 873-6816

DATE

2/11/14

TITLE

Proc Assistant

FEIN

54-0261160

ADDRESS CHANGES TO BE NOTED ABOVE

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

REQUEST FOR QUOTATION
6614C025 Stone, Aggregate and Cinders

7. MISCELLANEOUS:

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

Contract Manager: Sylvia Woodward
Telephone Number: (276) 813-6816
Fax Number: (276) 813-4208
Email Address: Swoodward@edillon.com

REQUEST FOR QUOTATION
6614C025 Stone, Aggregate and Cinders

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

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

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

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

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

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

Exhibit Pricing Page

VENDOR NAME E. Dillon & Company

A.1

Vendor's Source Information

2014 Spring and Summer #6614C025

Mandatory - Vendor shall complete this schedule and return with bid documents.**Limestone, Sandstone, Gravel, Sand, Blast Furnance Slag and Steel S**

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

Quarry / Plant Location
State Rt. 67
2522 Swords Creek Road
Swords Creek, VA 24649

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

Quarry / Plant Location
State Rt. 67
2522 Swords Creek Road
Swords Creek, VA 24649

Cinders

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

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

Exhibit Pricing Page

VENDOR NAME E. Dillon & Company

A.2

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

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

Bid Price per Ton Items A-W F.O.B. Vendor's Storage Site				
Contract Item	Description of Material	Limestone, Sandstone, Gravel, Sand	Blast Furnace Slag	Steel Slag
A	Class 1 Aggregate	11.13		
B	Class 2 Aggregate	11.13		
C	Class 10 Aggregate	11.13		
D	AASHTO #1 Aggregate	12.21		
E	AASHTO #3 Aggregate	12.21		
F	AASHTO #4 Aggregate	12.21		
G	AASHTO #467 Aggregate	12.21		
H	AASHTO #57 Aggregate	12.21		
I	AASHTO #67 Aggregate	12.21		
J	AASHTO #7 Aggregate	15.49		
K	AASHTO #8 Aggregate	15.49		
L	AASHTO #9 Aggregate	12.21		
M	Stone for Gabions	12.21		
N	Fine Aggregate	11.13		
OA	Limestone Standard Abrasives	15.49		
OB	Sandstone Standard Abrasives	—		
PA	Limestone Modified Abrasives	15.49		
PB	Sandstone Modified Abrasives	—		
Q	Rip Rap	11.13		
R	Shot Rock	11.13		
S	AASHTO #8 Modified	15.49		
T	AASHTO #9 Modified	15.49		
U	Pea Gravel	15.49		
V	#11 Limestone Abrasives	—		
W	Quarry Waste	11.13		
X	Haul by Vendor (Items A-W Except for Items Q and R):			
	1.25	\$ for First Ton-Mile		
	.35	\$ for Each Additional Ton-Mile		
Y	Haul by Vendor (Items Q and/or R only):			
	3.25	\$ for First Ton-Mile		
	.35	\$ for Each Additional Ton-Mile		
AA	Cinders (include cost of Vendor loading WVDOH trucks)			N/A

Exhibit Pricing Page Schedule
A.3

VENDOR NAME E. Dillon & Company

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

2014 Spring & Summer #6614C025

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (S/Ton) F.O.B. DOH Storage Site		
<u>LINCOLN COUNTY</u>				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1	2000	Yawkey			
B	Class 2	500	Yawkey			
E	AASHTO #3	2000	Yawkey			
H	AASHTO #57	1000	Yawkey			
K	AASHTO #8	2000	Yawkey			
M	Gabion Stone	500	Yawkey			
OA	Limestone Std Abr.	1000	Yawkey			
Q	Rip Rap	500	Yawkey			
R	Shot Rock	1000	Yawkey			
S	AASHTO #8M	500	Yawkey			
V	#11 Limestone Abr.	1000	Yawkey			

LOGAN COUNTY

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

LOGAN COUNTY

Delivered

A	Class 1	1000	Man	29.00		
D	AASHTO #1	1000	Man	29.00		
E	AASHTO #3	500	Man	29.00		
H	AASHTO #57	500	Man	29.00		
K	AASHTO #8	2000	Man	29.00		
M	Gabion Stone	1000	Man	29.00		
OA	Limestone Std Abr.	1000	Man	29.00		
PA	Limestone Mod Abr.	500	Man	29.00		
R	Shot Rock	1000	Man	29.00		
S	AASHTO #8M	500	Man	29.00		
V	#11 Limestone Abr.	1000	Man	N/A		

Exhibit Pricing Page Schedule

VENDOR NAME _____

A.3

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

2014 Spring & Summer #6614C025

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

MINGO COUNTY*Delivered*

A	Class 1	1000	Gilbert	29.00		
D	AASHTO #1	1000	Gilbert	29.00		
E	AASHTO #3	500	Gilbert	29.00		
H	AASHTO #57	500	Gilbert	29.00		
K	AASHTO #8	500	Gilbert	29.00		
M	Gabion Stone	1000	Gilbert	29.00		
OA	Limestone Std Abr.	200	Gilbert	29.00		
PA	Limestone Mod Abr.	200	Gilbert	29.00		
R	Shot Rock	500	Gilbert	29.00		
S	AASHTO #8M	500	Gilbert	29.00		
V	#11 Limestone Abr.	1000	Gilbert	29.00		

MINGO COUNTY

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

Exhibit Pricing Page Schedule
A.3

VENDOR NAME

E. Dillon & Company

92

F.O.B. Division's Storage Site - DISTRICT 10

2014 Spring & Summer #6614C025

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
<u>MCDOWELL COUNTY</u>				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1	10000	Havaco			
G	AASHTO #467	3000	Havaco			
H	AASHTO #57	1000	Havaco			
K	AASHTO #8	1000	Havaco			
M	Gabion Stone	1500	Havaco			
PA	Limestone Mod Abr.	5000	Havaco			
PB	Sandstone Mod Abr.	5000	Havaco			
R	Shot Rock	1500	Havaco			

MCDOWELL COUNTY

A	Class 1	3000	Johnnycake Mountain	20.95		
B	Class 2	1000	Johnnycake Mountain	20.95		
G	AASHTO #467	1000	Johnnycake Mountain	20.95		
H	AASHTO #57	1000	Johnnycake Mountain	20.95		
M	Gabion Stone	500	Johnnycake Mountain	20.95		
PA	Limestone Mod Abr.	2000	Johnnycake Mountain	20.95		
PB	Sandstone Mod Abr.	2000	Johnnycake Mountain	20.95		
R	Shot Rock	800	Johnnycake Mountain	21.95		

MCDOWELL COUNTY

A	Class 1	5000	Raysal	16.25		
B	Class 2	2000	Raysal	16.25		
G	AASHTO #467	2000	Raysal	16.25		
H	AASHTO #57	1000	Raysal	16.25		
K	AASHTO #8	500	Raysal	12.25		
M	Gabion Stone	1000	Raysal	17.25		
PA	Limestone Mod Abr.	2000	Raysal	19.25		
PB	Sandstone Mod Abr.	2000	Raysal	N/A		
R	Shot Rock	1000	Raysal	19.25		

MCDOWELL COUNTY

A	Class 1	3000	Yukon			
B	Class 2	1000	Yukon			
G	AASHTO #467	1000	Yukon			
H	AASHTO #57	1000	Yukon			
K	AASHTO #8	1500	Yukon			
M	Gabion Stone	600	Yukon			
PA	Limestone Mod Abr.	2000	Yukon			
PB	Sandstone Mod Abr.	2000	Yukon			
R	Shot Rock	800	Yukon			

Exhibit Pricing Page Schedule
A.3

VENDOR NAME

E. Dillon & Company

F.O.B. Division's Storage Site - DISTRICT 10

2014 Spring & Summer #6614C025

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
MERCER COUNTY				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1	8500	Flat Top			
E	AASHTO #3	2000	Flat Top			
G	AASHTO #467	2000	Flat Top			
K	AASHTO #8	7500	Flat Top			
L	AASHTO #9	500	Flat Top			
M	Gabion Stone	500	Flat Top			

MERCER COUNTY

A	Class 1	500	Princeton - I 77			
L	AASHTO #9	3000	Princeton - I 77			

MERCER COUNTY

A	Class 1	20000	Princeton - WV 20			
E	AASHTO #3	2000	Princeton - WV 20			
G	AASHTO #467	1000	Princeton - WV 20			
K	AASHTO #8	15000	Princeton - WV 20			
L	AASHTO #9	2500	Princeton - WV 20			
M	Gabion Stone	3500	Princeton - WV 20			

RALEIGH COUNTY

A	Class 1	7000	Bolt			
E	AASHTO #3	1200	Bolt			
H	AASHTO #57	4000	Bolt			
K	AASHTO #8	3000	Bolt			
L	AASHTO #9	3000	Bolt			
M	Gabion Stone	1000	Bolt			

RALEIGH COUNTY

A	Class 1	7000	Bragg - I-64			
E	AASHTO #3	1200	Bragg - I-64			
H	AASHTO #57	300	Bragg - I-64			
L	AASHTO #9	10000	Bragg - I-64			
M	Gabion Stone	500	Bragg - I-64			

RALEIGH COUNTY

A	Class 1	10000	Skelton			
E	AASHTO #3	1000	Skelton			
H	AASHTO #57	300	Skelton			
K	AASHTO #8	10000	Skelton			
L	AASHTO #9	10000	Skelton			
M	Gabion Stone	500	Skelton			

Exhibit Pricing Page Schedule
A.3

VENDOR NAME

E. Dillon & Company 94

F.O.B. Division's Storage Site - DISTRICT 10

2014 Spring & Summer #6614C025

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site
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WYOMING COUNTY

				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1	3000	Hanover	21.10		
B	Class 2	2000	Hanover	21.10		
E	AASHTO #3	1000	Hanover	22.10		
K	AASHTO #8	500	Hanover	22.10		
L	AASHTO #9	2000	Hanover	22.10		
M	Gabion Stone	500	Hanover	23.10		
R	Shot Rock	2000	Hanover	23.10		

WYOMING COUNTY

A	Class 1	400	Pineville - Headquarters	21.95		
B	Class 2	2000	Pineville - Headquarters	21.95		
H	AASHTO #57	2500	Pineville - Headquarters	21.95		
K	AASHTO #8	500	Pineville - Headquarters	22.95		
L	AASHTO #9	2000	Pineville - Headquarters	22.95		
M	Gablon Stone	1000	Pineville - Headquarters	23.95		
R	Shot Rock	1000	Pineville - Headquarters	23.95		

WYOMING COUNTY

A	Class 1	3000	Still Run	21.50		
B	Class 2	2000	Still Run	21.50		
E	AASHTO #3	1500	Still Run	21.50		
H	AASHTO #57	2500	Still Run	21.50		
K	AASHTO #8	1000	Still Run	21.50		
L	AASHTO #9	2000	Still Run	22.50		
M	Gablon Stone	1500	Still Run	22.50		
R	Shot Rock	1000	Still Run	22.50		

WEST VIRGINIA DIVISION OF HIGHWAYS



STANDARD SPECIFICATIONS ROADS AND BRIDGES Adopted 2010

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SOLICITATION NO.: 6614C025

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E. Dillon's Company
 Company

Sylvia Woodward
 Authorized Signature

2/11/14
 Date

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

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: E. Dillon & Company

Authorized Signature: Sylvia Woodward Date: 2/11/14

State of Virginia

County of Russell, to-wit:

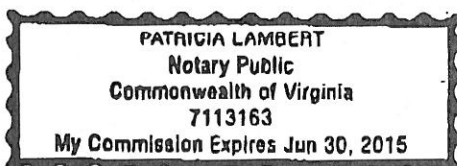
Taken, subscribed, and sworn to before me this 11 day of February, 2014.

My Commission expires 6-30-15, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC Patricia Lambert

Purchasing Affidavit (Revised 07/01/2012)





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

Solicitation

NUMBER

6614C025

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

CRYSTAL RINK
304-558-2306

*709033341 276-873-6816

E DILLON & COMPANY

PO BOX 160

SWORDS CREEK VA 24649

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED

01/17/2014

BID OPENING DATE:

02/12/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		750-35		
STONE, AGGREGATE, & CINDERS						
REQUEST FOR QUOTATION (OPEN-END CONTRACT)						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN-END CONTRACT TO FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO SUPPLY STONE AND AGGREGATE TO DISTRICTS 1-10 AND CINDERS TO DISTRICTS 1,3,4,6, AND 7 PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ 6614C025 ***** TOTAL:						
02/12/14 10:16:25AM West Virginia Purchasing Division						

SIGNATURE

Sylvia Woodward

TELEPHONE

(276) 873-6816

DATE

2/11/14

TITLE

Proc Assistant

FEIN

54-0261160

ADDRESS CHANGES TO BE NOTED ABOVE

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

REQUEST FOR QUOTATION
6614C025 Stone, Aggregate and Cinders

7. MISCELLANEOUS:

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

Contract Manager: Sylvia Woodward
Telephone Number: (214) 813-6816
Fax Number: (214) 813-4208
Email Address: swoodward@edillon.com

REQUEST FOR QUOTATION
6614C025 Stone, Aggregate and Cinders

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

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

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

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

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

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

A.1

Vendor's Source Information

2014 Spring and Summer #6614C025

Mandatory - Vendor shall complete this schedule and return with bid documents.**Limestone, Sandstone, Gravel, Sand, Blast Furnance Slag and Steel S**

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

Quarry / Plant Location
State Rt. 67
2522 Swords Creek Road
Swords Creek, VA 24649

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

Quarry / Plant Location
State Rt. 67
2522 Swords Creek Road
Swords Creek, VA 24649

Cinders

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

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

Exhibit Pricing Page
A.2

VENDOR NAME E. Dillon Company

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

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

Bid Price per Ton Items A-W F.O.B. Vendor's Storage Site					
Contract Item	Description of Material		Limestone, Sandstone, Gravel, Sand	Blast Furnace Slag	Steel Slag
A	Class 1 Aggregate		11.13		
B	Class 2 Aggregate		11.13		
C	Class 10 Aggregate		11.13		
D	AASHTO #1 Aggregate		12.21		
E	AASHTO #3 Aggregate		12.21		
F	AASHTO #4 Aggregate		12.21		
G	AASHTO #467 Aggregate		12.21		
H	AASHTO #57 Aggregate		12.21		
I	AASHTO #67 Aggregate		12.21		
J	AASHTO #7 Aggregate		15.49		
K	AASHTO #8 Aggregate		15.49		
L	AASHTO #9 Aggregate		12.21		
M	Stone for Gabions		12.21		
N	Fine Aggregate		11.13		
OA	Limestone Standard Abrasives		15.49		
OB	Sandstone Standard Abrasives		—		
PA	Limestone Modified Abrasives		15.49		
PB	Sandstone Modified Abrasives		—		
Q	Rip Rap		11.13		
R	Shot Rock		11.13		
S	AASHTO #8 Modified		15.49		
T	AASHTO #9 Modified		15.49		
U	Pea Gravel		15.49		
V	#11 Limestone Abrasives		—		
W	Quarry Waste		11.13		
X	Haul by Vendor (Items A-W Except for Items Q and R):				
	1.25	\$ for First Ton-Mile			
	.35	\$ for Each Additional Ton-Mile			
Y	Haul by Vendor (Items Q and/or R only):				
	3.25	\$ for First Ton-Mile			
	.35	\$ for Each Additional Ton-Mile			
AA	Cinders (include cost of Vendor loading WVDOH trucks)				N/A

Exhibit Pricing Page Schedule
A.3

VENDOR NAME E. Dillon & Company 44

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

2014 Spring & Summer #6614C025

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (S/Ton) F.O.B. DOH Storage Site		
<u>LINCOLN COUNTY</u>				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1	2000	Yawkey			
B	Class 2	500	Yawkey			
E	AASHTO #3	2000	Yawkey			
H	AASHTO #57	1000	Yawkey			
K	AASHTO #8	2000	Yawkey			
M	Gabion Stone	500	Yawkey			
OA	Limestone Std Abr.	1000	Yawkey			
Q	Rip Rap	500	Yawkey			
R	Shot Rock	1000	Yawkey			
S	AASHTO #8M	500	Yawkey			
V	#11 Limestone Abr.	1000	Yawkey			

LOGAN COUNTY

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

LOGAN COUNTY

Delivered

A	Class 1	1000	Man	29.00		
D	AASHTO #1	1000	Man	29.00		
E	AASHTO #3	500	Man	29.00		
H	AASHTO #57	500	Man	29.00		
K	AASHTO #8	2000	Man	29.00		
M	Gabion Stone	1000	Man	29.00		
OA	Limestone Std Abr.	1000	Man	29.00		
PA	Limestone Mod Abr.	500	Man	29.00		
R	Shot Rock	1000	Man	29.00		
S	AASHTO #8M	500	Man	29.00		
V	#11 Limestone Abr.	1000	Man	N/A		

Exhibit Pricing Page Schedule

VENDOR NAME _____

A.3

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

2014 Spring & Summer #6614C025

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site
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LOGAN COUNTY

				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1	5000	Wilkinson			
D	AASHTO #1	1000	Wilkinson			
E	AASHTO #3	1000	Wilkinson			
H	AASHTO #57	1000	Wilkinson			
K	AASHTO #8	2000	Wilkinson			
M	Gabion Stone	1500	Wilkinson			
OA	Limestone Std Abr.	2000	Wilkinson			
PA	Limestone Mod Abr.	500	Wilkinson			
R	Shot Rock	1500	Wilkinson			
S	AASHTO #8M	1000	Wilkinson			
V	#11 Limestone Abr.	2000	Wilkinson			

MINGO COUNTY

Delivered

A	Class 1	1000	Gilbert	29.00		
D	AASHTO #1	1000	Gilbert	29.00		
E	AASHTO #3	500	Gilbert	29.00		
H	AASHTO #57	500	Gilbert	29.00		
K	AASHTO #8	500	Gilbert	29.00		
M	Gabion Stone	1000	Gilbert	29.00		
OA	Limestone Std Abr.	200	Gilbert	29.00		
PA	Limestone Mod Abr.	200	Gilbert	29.00		
R	Shot Rock	500	Gilbert	29.00		
S	AASHTO #8M	500	Gilbert	29.00		
V	#11 Limestone Abr.	1000	Gilbert	29.00		

MINGO COUNTY

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

Exhibit Pricing Page Schedule
A.3

VENDOR NAME

E. Dillon & Company

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F.O.B. Division's Storage Site - DISTRICT 10

2014 Spring & Summer #6614C025

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site
<u>MCDOWELL COUNTY</u>				<div>LIMESTONE SANDSTONE GRAVEL, SAND</div> <div>BLAST FURNACE SLAG</div> <div>STEEL SLAG</div>
A	Class 1	10000	Havaco	
G	AASHTO #467	3000	Havaco	
H	AASHTO #57	1000	Havaco	
K	AASHTO #8	1000	Havaco	
M	Gabion Stone	1500	Havaco	
PA	Limestone Mod Abr.	5000	Havaco	
PB	Sandstone Mod Abr.	5000	Havaco	
R	Shot Rock	1500	Havaco	

MCDOWELL COUNTY

A	Class 1	3000	Johnnycake Mountain	20.95		
B	Class 2	1000	Johnnycake Mountain	20.95		
G	AASHTO #467	1000	Johnnycake Mountain	20.95		
H	AASHTO #57	1000	Johnnycake Mountain	20.95		
M	Gabion Stone	500	Johnnycake Mountain	20.95		
PA	Limestone Mod Abr.	2000	Johnnycake Mountain	20.95		
PB	Sandstone Mod Abr.	2000	Johnnycake Mountain	20.95		
R	Shot Rock	800	Johnnycake Mountain	21.95		

MCDOWELL COUNTY

A	Class 1	5000	Raysal	16.25		
B	Class 2	2000	Raysal	16.25		
G	AASHTO #467	2000	Raysal	16.25		
H	AASHTO #57	1000	Raysal	16.25		
K	AASHTO #8	500	Raysal	17.25		
M	Gabion Stone	1000	Raysal	17.25		
PA	Limestone Mod Abr.	2000	Raysal	19.25		
PB	Sandstone Mod Abr.	2000	Raysal	N/A		
R	Shot Rock	1000	Raysal	19.25		

MCDOWELL COUNTY

A	Class 1	3000	Yukon			
B	Class 2	1000	Yukon			
G	AASHTO #467	1000	Yukon			
H	AASHTO #57	1000	Yukon			
K	AASHTO #8	1500	Yukon			
M	Gabion Stone	600	Yukon			
PA	Limestone Mod Abr.	2000	Yukon			
PB	Sandstone Mod Abr.	2000	Yukon			
R	Shot Rock	800	Yukon			

A.3

F.O.B. Division's Storage Site - DISTRICT 10

2014 Spring & Summer #6614C025

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site
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MERCER COUNTY

				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1	8500	Flat Top			
E	AASHTO #3	2000	Flat Top			
G	AASHTO #467	2000	Flat Top			
K	AASHTO #8	7500	Flat Top			
L	AASHTO #9	500	Flat Top			
M	Gabion Stone	500	Flat Top			

MERCER COUNTY

A	Class 1	500	Princeton - I 77			
L	AASHTO #9	3000	Princeton - I 77			

MERCER COUNTY

A	Class 1	20000	Princeton - WV 20			
E	AASHTO #3	2000	Princeton - WV 20			
G	AASHTO #467	1000	Princeton - WV 20			
K	AASHTO #8	15000	Princeton - WV 20			
L	AASHTO #9	2500	Princeton - WV 20			
M	Gabion Stone	3500	Princeton - WV 20			

RALEIGH COUNTY

A	Class 1	7000	Bolt			
E	AASHTO #3	1200	Bolt			
H	AASHTO #57	4000	Bolt			
K	AASHTO #8	3000	Bolt			
L	AASHTO #9	3000	Bolt			
M	Gabion Stone	1000	Bolt			

RALEIGH COUNTY

A	Class 1	7000	Bragg - I-64			
E	AASHTO #3	1200	Bragg - I-64			
H	AASHTO #57	300	Bragg - I-64			
L	AASHTO #9	10000	Bragg - I-64			
M	Gabion Stone	500	Bragg - I-64			

RALEIGH COUNTY

A	Class 1	10000	Skelton			
E	AASHTO #3	1000	Skelton			
H	AASHTO #57	300	Skelton			
K	AASHTO #8	10000	Skelton			
L	AASHTO #9	10000	Skelton			
M	Gabion Stone	500	Skelton			

Exhibit Pricing Page Schedule
A.3

VENDOR NAME

E. Dillon & Company

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F.O.B. Division's Storage Site - DISTRICT 10

2014 Spring & Summer #6614C025

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site	LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>WYOMING COUNTY</u>							
A	Class 1	3000	Hanover		21.10		
B	Class 2	2000	Hanover		21.10		
E	AASHTO #3	1000	Hanover		22.10		
K	AASHTO #8	500	Hanover		22.10		
L	AASHTO #9	2000	Hanover		22.10		
M	Gabion Stone	500	Hanover		23.10		
R	Shot Rock	2000	Hanover		23.10		

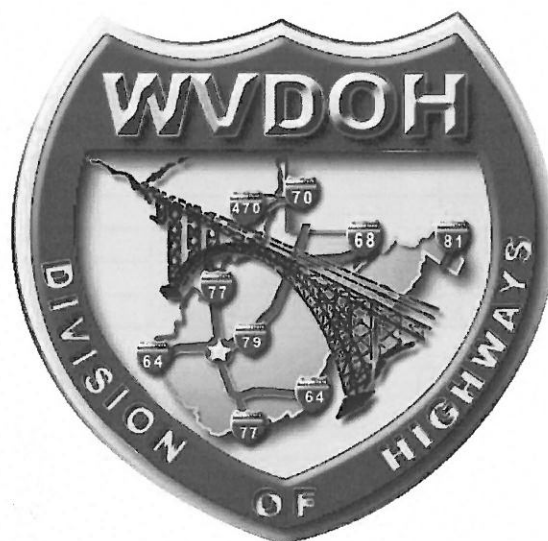
WYOMING COUNTY

A	Class 1	400	Pineville - Headquarters		21.95		
B	Class 2	2000	Pineville - Headquarters		21.95		
H	AASHTO #57	2500	Pineville - Headquarters		21.95		
K	AASHTO #8	500	Pineville - Headquarters		22.95		
L	AASHTO #9	2000	Pineville - Headquarters		22.95		
M	Gabion Stone	1000	Pineville - Headquarters		23.95		
R	Shot Rock	1000	Pineville - Headquarters		23.95		

WYOMING COUNTY

A	Class 1	3000	Still Run		21.50		
B	Class 2	2000	Still Run		21.50		
E	AASHTO #3	1500	Still Run		21.50		
H	AASHTO #57	2500	Still Run		21.50		
K	AASHTO #8	1000	Still Run		21.50		
L	AASHTO #9	2000	Still Run		22.50		
M	Gabion Stone	1500	Still Run		22.50		
R	Shot Rock	1000	Still Run		22.50		

WEST VIRGINIA DIVISION OF HIGHWAYS



STANDARD SPECIFICATIONS ROADS AND BRIDGES Adopted 2010

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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

- ____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 ____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 ____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

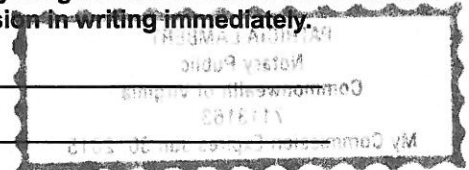
Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will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

Bidder: _____

Signed: _____

Date: _____

Title: _____



RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: E. Dillon & Company

Authorized Signature: Sylvia Woodward Date: 2/11/14

State of Virginia

County of Russell, to-wit:

Taken, subscribed, and sworn to before me this 11 day of February, 2014.

My Commission expires 6-30-15, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC

Patricia Lambert

Purchasing Affidavit (Revised 07/01/2012)

