



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](#)
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[Discount](#)
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Procurement Folder: 921903

Procurement Type: Central Purchase Order

Vendor ID: 000000204633 

Legal Name: ASPEN BUILDERS INC

Alias/DBA: ASPEN CORPORATION

Total Bid: \$2,150,670.00

Response Date: 08/31/2021 

Response Time: 11:46

Responded By User ID: Aspen Builders 

First Name: Brian

Last Name: Knight

Email: bknight@aspen-golf.com

Phone: 304-763-4573

SO Doc Code: CRFQ

SO Dept: 0603

SO Doc ID: ADJ2200000007

Published Date: 8/20/21

Close Date: 8/31/21

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No. 2
JFHQ Parking & Drainage 


Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia
Solicitation Response

Proc Folder: 921903
Solicitation Description: Addendum No. 2
IFHO Parking & Drainage (Construction)
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2021-08-31 13:30	SR 0603 ESR08312100000001483	1

VENDOR
000000204633
ASPEN BUILDERS INC

Solicitation Number: CRFQ 0603 ADJ2200000007
Total Bid: 2150670
Response Date: 2021-08-31
Response Time: 11:46:46
Comments:

FOR INFORMATION CONTACT THE BUYER
David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor
Signature X **FEIN#** **DATE**

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	JFHQ Parking & Drainage Improvements				2150670.00

Comm Code	Manufacturer	Specification	Model #
72152708			

Commodity Line Comments:

Extended Description:

Labor, materials and all associated costs to complete Parking & Drainage Improvements per the attached plans and specifications.



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

**State of West Virginia
Centralized Request for Quote**

Proc Folder: 921903

Doc Description: Addendum No. 2
JFHQ Parking & Drainage (Construction)

Reason for Modification:

Addendum No. 2

Proc Type: Central Purchase Order

Date Issued

Solicitation Closes

Solicitation No

Version

2021-08-20

2021-08-31 13:30

CRFQ	0603	ADJ22000000007
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3

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR

Vendor Customer Code: 000000204633

Vendor Name : Aspen Corporation

Address :

Street : 2400 Ritter Drive

City : Daniels

State : WV

Country : USA

Zip : 25832

Principal Contact : Brian Knight

Vendor Contact Phone: 304-763-4573

Extension: 123

FOR INFORMATION CONTACT THE BUYER

David H Pauline

304-558-0067

david.h.pauline@wv.gov

**Vendor
Signature X**

Ashley Adams

FEIN# 550627766

DATE 8-31-2021

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

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Aspen Corporation

☐ Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
WV Paving	WV 020470
East Coast Asphalt Sealing & Striping	WV 052196
Mays Transfer & Contractors	Trucking company
Jeffers Excavating & Transportation	Trucking company
FTL Transport	Trucking company

Attach additional pages if necessary

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.

Brian Knight Project Administrator

(Name, Title)

Brian Knight Project Administrator

(Printed Name and Title)

2400 Ritter Drive Daniels WV 25832

(Address)

304-763-4573

304-763-4591

(Phone Number) / (Fax Number)

bknight@aspen-golf.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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Aspen Corporation

(Company)

Ashley Adkins VP Environmental Division

(Authorized Signature) (Representative Name, Title)

Ashley Adkins VP Environmental Division

(Printed Name and Title of Authorized Representative)

8-31-2021

(Date)

304-763-4573

304-763-4591

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION – CRFQ ADJ22*07
JFHQ Parking & Drainage Improvements

- 14.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 14.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 14.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 14.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 14.5. Vendor shall inform all staff of Agency's security protocol and procedures.

15. MISCELLANEOUS:

- 15.1. 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 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: Brian Knight

Telephone Number: 304-763-4573

Fax Number: 304-763-4591

Email Address: bknight@aspen-golf.com

- 15.2. Owner's Representative:** Owner's representative for notice purposes is

Name: Jim Skaggs

Telephone Number: 304-561-6550

Email Address: robert.a.skaggsii.nfg@mail.mil

- 16. Initial Decision Maker:** L.A. Gates Company, the Engineer, shall serve as the Initial Decision Maker in matters relating to this contract.

EXHIBIT A-BID FORM – Section I

Dated: 8-31-2021
(Bidder to insert date bid submitted)

SUBMITTED BY:

Aspen Corporation (hereinafter called "Bidder")

West Virginia Contractor's License Number: WV 000653

SUBMITTED TO:

WEST VIRGINIA ARMY NATIONAL GUARD (hereinafter called "Owner")

The Bidder, being familiar with local conditions affecting the cost of the Work and the Contract Documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, Specifications, and any Addenda or Clarifications issued, hereby propose to furnish all material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and complete installation of

Joint Forces Headquarters (JFHQ) Parking & Drainage Improvements

in every detail and ready for operation, all in full accordance with, and in conformity to, the Contract Documents, for the stipulated sums as follows:

The Undersigned Bidder Agrees:

1. To accept the provisions of all sections of the documents listed above.
2. That the amounts stated in this Form of Proposal represents the entire cost of the work. The completion time stated represents the entire time for performance of the work. The amount bid includes allowances for all fees for permits, regulatory notifications, taxes, and insurance required or applicable to the work. That no claims shall be made for any increases in wage scales or material costs.
3. To certify that this bid is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that the undersigned bidder has not in any manner sought by collusion to secure for himself an advantage over any other bidder.
4. That the bidder shall comply with all City, State, and Federal statutes relating to liability insurance, working hours, minimum wages, safety and sanitary regulation, including requirements set forth governing federal participation under this project, which in any way may affect those engaged or employed on the work in the event that the award of the Contract is made on the bid herein submitted.

BASE BID:

Bid Item No. 1 – All work as indicated on Drawings and as specified.

For the sum of: Two million one hundred fifty thousand six hundred seventy dollars and zero cents

_____ (\$ 2,150,670.00).

Submitted by: Aspen Corporation
(Firm Name)

Accompanying this proposal is a bid bond in the amount of 5% of the bid total as per bid documents

(\$ 107,533.50), payable to the Owner, which it is agreed shall be retained as liquidated damages by the Owner if the undersigned fails to execute a contract in conformance with the Form of Contract, and to furnish a Surety Company Bond in a penal sum equal to at least the full contract sum with ten (10) days after notification of award of the contract to the undersigned.

The Bidder understands that the Owner may impose liquidated damages in the amount stated in and, in accordance with, the Special Conditions, for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Bidder to complete the Work in the stipulated time, and the sum is not to be construed in any sense a penalty. Liquidated damages will be assessed at substantial completion for the base bid and all alternates accepted by the Government.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and the proposal is made without collusion with any person, firm, or corporation. Bidder hereby agrees to execute the contract and furnish surety company bonds, in the forms incorporated in the contract documents, in the amount of one hundred (100%) percent of the contract price for performance, including maintenance, and for payment for labor and materials, respectively at the time required by the bidding documents, and to begin work within five (5) days following receipt of Notice to Proceed.

The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 days.

The Bidder acknowledges receipt of the following Addenda: (Please list by number and date.)

<u>Addendum 1 8-9-2021</u>	_____	_____
<u>Addendum 2 8-20-2021</u>	_____	_____
_____	_____	_____

SIGNATURE OF BIDDER:

Firm: Aspen Corporation

By: 

Print or Type Name of person authorized to sign contract on behalf of Bidder:

Ashley Adkins

Address: 2400 Ritter Drive

Title: Vice President

Address: Daniels WV 25832

Phone: 304-763-4573

Address: _____

Fax: 304-763-4591

Tax Cert. #: 1038-3027

END OF BID FORM

BID FORM SECTION II JFHQ PARKING & DRAINAGE IMPROVEMENTS

Item	Quantity	Unit	Unit Price	Total
Mobilization	1	LS	\$184,170.00	\$ 184,170.00 -
Preconstruction Video	1	LS	\$32,000.00	\$ 32,000.00 -
Earthwork (Cut)	4,750	CY	\$31.58	\$ 150,005.00 -
Earthwork (Fill)	4,000	CY	\$31.25	\$ 125,000.00 -
Parking Lot Lighting	14	EA	\$19,000.00	\$ 266,000.00 -
New Asphalt Surface, including all stone, matting, paving, etc.	66,260	SF	\$11.50	\$ 761,990.00 -
Erosion and Sediment Control	1	LS	\$39,700.00	\$ 39,700.00 -
18" CPP Culvert	165	LF	\$97.00	\$ 16,005.00 -
Diversion Channel	540	LF	\$20.00	\$ 10,800.00 -
Retaining Wall	1	LS	\$565,000.00	\$ 565,000.00 -
			TOTAL	\$ 2,150,670.00

SECTION III – DESCRIPTION OF BID ITEMS

Bid Item 1:	Base Bid
Unit:	Lump Sum (LS)
Description:	This work shall consist of all work as indicated on the Drawings and as specified. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.
Measurement:	There will be no direct measurement of materials, labor, and services provided by the contractor in completing this item.
Payment:	Payment shall be made at the contract unit price per lump sum.

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Aspen Corporation
of Daniels, West Virginia, as Principal, and Endurance Assurance Corporation
of Louisville, Kentucky, a corporation organized and existing under the laws of the State of Delaware
with its principal office in the City of Purchase, NY, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Bid Amount (\$ 5% of Bid Amount) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
ADJ2200000007

Joint Forces Headquarters (JFHQ) Parking & Drainage Improvements
National Guard Armory Complex, Charleston, WV

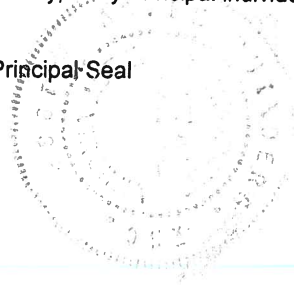
NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 31st day of August, 2021.

Principal Seal



Aspen Corporation

(Name of Principal)

By Ashley Allen
(Must be President, Vice President, or
Duly Authorized Agent)

Vice President
(Title)

Surety Seal



Endurance Assurance Corporation

(Name of Surety)

Leigh McCarthy
Leigh McCarthy, Attorney-in-Fact

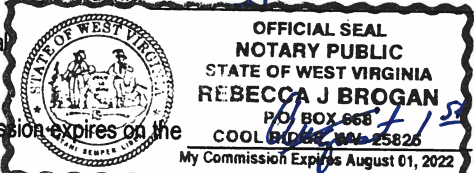
IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

ACKNOWLEDGMENTS

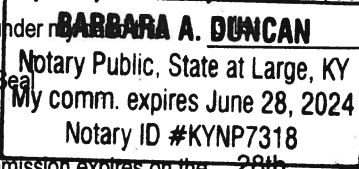
Acknowledgment by Principal if individual or Partnership

1. STATE OF _____
2. County of _____ to-wit: _____
3. I, _____, a Notary Public in and for the
4. county and state aforesaid, do hereby certify that _____
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this _____ day of _____ 20 _____
6. Notary Seal _____
7. _____
(Notary Public)
8. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Principal if Corporation

9. STATE OF WEST VIRGINIA
10. County of RALEIGH to-wit: _____
11. I, Rebecca J Brogan, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that ASHLEY ADKINS
13. who as, VICE PRESIDENT signed the foregoing writing for
14. a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
15. Given under my hand this 31ST day of AUGUST 20 21
16. Notary Seal  17. Rebecca J Brogan
(Notary Public)
18. My commission expires on the 1ST day of August 20 22

Acknowledgment by Surety

19. STATE OF Kentucky
20. County of Jefferson to-wit: _____
21. I, Barbara A. Duncan, a Notary Public in and for the
22. county and state aforesaid, do hereby certify that Leigh McCarthy
23. who as, Attorney-in-Fact signed the foregoing writing for
24. Endurance Assurance Corporation a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
25. Given under my hand this 28th day of August 20 21
26. Notary Seal  27. Barbara A. Duncan
(Notary Public)
28. My commission expires on the 28th day of June 20 24

Sufficiency in Form and Manner
of Execution Approved

Attorney General

This _____ day of _____ 20 _____.

By: _____
(Deputy Attorney General)



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Bowers, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

Bond Safeguard Insurance Company

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT
; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 31st day of Aug. 2021.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870



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

I, Ashley Adkins, after being first duly sworn, depose and state as follows:

1. I am an employee of Aspen Corporation; and,
 (Company Name)
2. I do hereby attest that Aspen Corporation
 (Company Name)

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

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

Printed Name: Ashley Adkins

Signature: 

Title: Vice President

Company Name: Aspen Corporation

Date: 8-31-2021

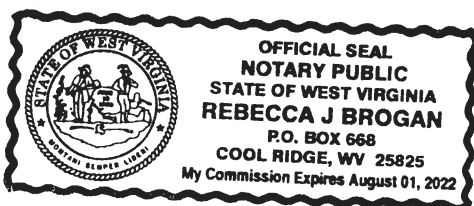
STATE OF WEST VIRGINIA,

COUNTY OF Raleigh, TO-WIT:

Taken, subscribed and sworn to before me this 31st day of August, 2021.

By Commission expires August 01, 2022

(Seal)




 (Notary Public)

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Aspen Corporation Address: 2400 Ritter Drive

Daniels WV 25832

Name of Authorized Agent: Ashley Adkins Address: 2400 Ritter Drive Daniels WV 25832

Contract Number: ADJ220000007 Contract Description: JFHQ Parking & Drainage

Governmental agency awarding contract: Army National Guard Adjutant Generals Office

☐ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

☐ Check here if none, otherwise list entity/individual names below.

WV Paving

East Coast Asphalt Paving and Sealing

FTL TRANSPORT

MAYS TRANSFER & CONTRACTORS
JEFFERS EXCAVATING & TRANSPORTATION

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

☐ Check here if none, otherwise list entity/individual names below.

Donnie L Adkins, President

Ronnie L Adkins, Vice President

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

☒ Check here if none, otherwise list entity/individual names below.

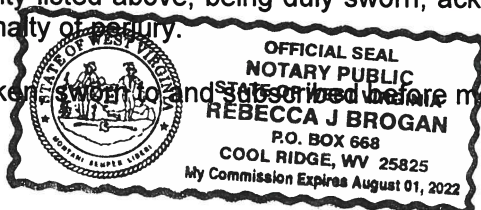
Signature:  Date Signed: 8-31-2021

Notary Verification

State of West Virginia, County of Raleigh:

I, Ashley Adkins, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken and subscribed before me this 31st day of August, 2021.




Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

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: Aspen Corporation

Authorized Signature: *Ashley Adams*

Date: 8-31-2021

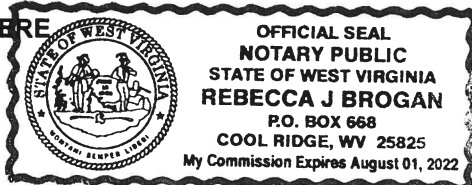
State of West Virginia

County of Raleigh, to-wit:

Taken, subscribed, and sworn to before me this 31 day of August, 2021.

My Commission expires August 01, 2022.

AFFIX SEAL HERE



NOTARY PUBLIC

Rebecca J Brogan

Purchasing Affidavit (Revised 01/19/2018)