



State of West Virginia
Request For Quotation

Procurement Folder : 573533


Document Description : 7019EC12 Hauling Truck Lease/Rental WITH Operator

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2019-04-19	2019-05-03 13:30:00	ARFQ 0803 DOT1900000045	1	Final

SUBMIT RESPONSES TO:	VENDOR
FINANCE & ADMINISTRATION DIVISION OF HIGHWAYS BLDG 5, RM A-220 1900 KANAWHA BLVD E CHARLESTON WV 25302 US	Vendor Name, Address and Telephone AAA Paving and Sealing, Inc. PO Box 975 Princeton, WV 24740

FOR INFORMATION CONTACT THE
 Dusty J Smith
 (304) 558-9398
 dusty.j.smith@wv.gov

Signature X  FEIN # 81-0836270 DATE 5/1/2019

ADDITIONAL INFORMATION:

*******NOTICE*******

WE DO NOT ACCEPT EMAIL BIDS

MUST USE ONE THE FOLLOWING TO SUBMIT A BID:

- UPLOAD TO OASIS
- HAND DELIVERY
- MAIL IN HARD COPY

MAKE SURE YOU DOWNLOAD ALL INFORMATION

TERMS AND CONDITIONS-SPECIFICATIONS-INFORMATIONAL ATTACHMENTS-PURCHASING AFFIDAVIT-PRICING PAGES-SIGN THE PAGES THAT NEED SIGNED

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL BE TO A REGISTER VENDOR WITH WV STATE PURCHASING, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV25704 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Hot-Mix Asphalt Hauling Truck Lease/Rental WITH Operator	0.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
72141702			

Extended Description
 Hot-Mix Asphalt Hauling Truck Lease/Rental WITH Operator-Heavy Industrial 2 Axle Bed

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV25704 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
2	Hot-Mix Asphalt Hauling Truck Lease/Rental WITH Operator	0.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
72141702			

Extended Description

Hot-Mix Asphalt Hauling Truck Lease/Rental WITH Operator-Heavy Industrial 3 Axle Bed

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON US	WV25704	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City US	WV 99999

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
3	Hot-Mix Asphalt Hauling Truck Lease/Rental WITH Operator	0.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
72141702			

Extended Description

Hot-Mix Asphalt Hauling Truck Lease/Rental WITH Operator-Heavy Industrial 4 Axle Bed

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON US	WV25704	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City US	WV 99999

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
4	Hot-Mix Asphalt Hauling Truck Lease/Rental WITH Operator	0.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
72141702			

Extended Description

Hot-Mix Asphalt Hauling Truck Lease/Rental WITH Operator-Heavy Industrial 5 Axle Bed

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV25704 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
5	Aggregate Hauling Truck Lease/Rental WITH Operator	0.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
72141702			

Extended Description
 Aggregate Hauling Truck Lease/Rental WITH Operator-Heavy Industrial 2 Axle Bed

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV25704 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
6	Aggregate Hauling Truck Lease/Rental WITH Operator	0.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
72141702			

Extended Description
 Aggregate Hauling Truck Lease/Rental WITH Operator-Heavy Industrial 3 Axle Bed

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV25704 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
7	Aggregate Hauling Truck Lease/Rental WITH Operator	0.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
72141702			

Extended Description
Aggregate Hauling Truck Lease/Rental WITH Operator-Heavy Industrial 4 Axle Bed

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON US	WV25704	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City US	WV 99999

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
8	Aggregate Hauling Truck Lease/Rental WITH Operator	0.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
72141702			

Extended Description
Aggregate Hauling Truck Lease/Rental WITH Operator-Heavy Industrial 5 Axle Bed

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON US	WV25704	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City US	WV 99999

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
9	Ditch Dirt Hauling Truck Lease/Rental WITH Operator	0.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
72141702			

Extended Description
Ditch Dirt Hauling Truck Lease/Rental WITH Operator-Heavy Industrial 2 Axle Bed

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV25704 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
10	Ditch Dirt Hauling Truck Lease/Rental WITH Operator	0.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
72141702			

Extended Description
 Ditch Dirt Hauling Truck Lease/Rental WITH Operator-Heavy Industrial 3 Axle Bed

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV25704 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
11	Ditch Dirt Hauling Truck Lease/Rental WITH Operator	0.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
72141702			

Extended Description
 Ditch Dirt Hauling Truck Lease/Rental WITH Operator-Heavy Industrial 4 Axle Bed

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV25704 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
12	Ditch Dirt Hauling Truck Lease/Rental WITH Operator	0.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
72141702			

Extended Description
Ditch Dirt Hauling Truck Lease/Rental WITH Operator-Heavy Industrial 5 Axle Bed

SCHEDULE OF EVENTS

Line	Event	Event Date
1	TECHNICAL QUESTIONS DUE AT 10AM	2019-04-24

DOT1900000045	Document Phase Final	Document Description 7019EC12 Hauling Truck Lease/Rental WITH Operator	Page 8 of 8
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Vendor Should Type Pricing Page Schedule

Please contact dusty.j.smith@wv.gov for an Excel version

Exhibit A

Equipment Description	With Operator Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment With Operator Hot-Mix Asphalt \$/Hour	Lease/Rental Rate of Equipment With Operator Aggregate \$/Hour	Lease/Rental Rate of Equipment With Operator Ditch Dirt \$/Hour
	Manufacturer's Name	Model/Serial #			
ASPHALT HAULING TRUCK WITH TARP - Heavy Industrial 2 Axle Bed			No Bid	No Bid	No Bid
ASPHALT HAULING TRUCK WITH TARP - Heavy Industrial 3 Axle Bed			100	100	100
ASPHALT HAULING TRUCK WITH TARP - Heavy Industrial 4 Axle Bed			100	100	100
ASPHALT HAULING TRUCK WITH TARP - Heavy Industrial 5 Axle Bed			No Bid	No Bid	No Bid

The Vendor should identify their base location and any other potential base locations where the equipment bid may be delivered by the Vendor. The Vendor should provide the 911 address or the most recent physical street address, city and state for the base location(s). If the Vendor fails to provide the base location(s) on the Information Attachment Form, the Vendor's bid may be disqualified. If additional space is needed for additional base locations, you may duplicate this page. This list does not determine sole base locations for a Vendor, but provides a base for determining potential mileage.

Vendor Base Location:

560 Turnpike Industrial Park Road
Princeton, WV 24739

Vendor Base Location:

Vendor Base Location:

Vendor Base Location:

Vendor Base Location:

Vendor Base Location:

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS
(Agency Delegated Procurements Only)**

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

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

2A. PREBID MEETING: The item identified below shall apply to this Solicitation.

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

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

3. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

3A. BID SUBMISSION

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

SEALED BID: 7019EC12-Hauling Truck Lease/Rental WITH Operator
BUYER: DUSTY SMITH
SOLICITATION NO.: ARFQ DOT1900000045
BID OPENING DATE: 05/03/19
BID OPENING TIME: 1:30PM EST
FAX NUMBER: N/A

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

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

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

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

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

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

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

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

10A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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

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

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

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

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

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

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

**GENERAL TERMS AND CONDITIONS:
(Agency Delegated Procurements Only)**

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

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

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

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

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

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

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

2.6. "Award Document" means the document signed by the Agency that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services.

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

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

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

Term Contract

Initial Contract Term: This Contract becomes effective on
AWARD _____ and extends for a period of 1 _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to 3 _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

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

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

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

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

Other: See attached.

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

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

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

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

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

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

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

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

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

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

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

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

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Agency.

CDL

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

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

1,000,000.00 _____ per occurrence.

Automobile Liability Insurance in at least an amount of: \$250,000.00 _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

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

_____ for _____

Liquidated Damages Contained in the Specifications

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

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

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

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

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

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

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

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

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

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

21. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

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

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>

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

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

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

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on

Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

36. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

37. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

38. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

40. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

41. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: AAA Paving and Sealing, Inc.

Contractor's License No.: WV-045984

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document

2. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

2A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

3. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)**

1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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.

Brandon Henkes, Operations Manager

(Name, Title)

Brandon Henkes, Operations Manager

(Printed Name and Title)

PO Box 975 Princeton, WV 24740

(Address)

304-425-5329 / 304-425-5139

(Phone Number) / (Fax Number)

aaapavingandsealing@hotmail.com

(E-mail 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.

AAA Paving and Sealing, Inc.

(Company)



Brandon Henkes, Operations Manager

(Authorized Signature) (Representative Name, Title)

Brandon Henkes - Operations Manager

(Printed Name and Title of Authorized Representative)

5/1/2019

(Date)

304-425-5329 / 304-425-5139

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: DOT1900000045

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)

- Addendum No. 1
- Addendum No. 2
- Addendum No. 3
- Addendum No. 4
- Addendum No. 5

- Addendum No. 6
- Addendum No. 7
- Addendum No. 8
- Addendum No. 9
- Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

AAA Paving and Sealing, Inc.

Company



Authorized Signature

5/1/2019

Date

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

REQUEST FOR QUOTATION
Hauling Truck Lease/Rental WITH Operator

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia Division of Highways to establish an open-end contract to provide Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck for lease/rental from individuals and organizations, WITH Operator, for use at West Virginia Division of Highways' locations throughout the State of West Virginia.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified for lease/rental in Section III, Subsection 3.2 below.
 - 2.2 **“Pricing Pages”** means the schedule of prices contained in wvOASIS or attached hereto as Exhibit A used to evaluate the Solicitation responses.
 - 2.3 **“Information Attachment”** means the Exhibit B Choose the District and County you will bid on must be included with bid.
 - 2.4 **“Exhibit C”** Means Approved Asphalt Plant Locations
 - 2.5 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services.
 - 2.4 **“WVDOH”** used throughout this Solicitation means the West Virginia Division of Highways
 - 2.5 **“Lease/Rental”** or any version of this language used throughout this Solicitation means an agreement wherein the WVDOH leases/rents the equipment, WITH Operator.
 - 2.6 **“Contractor”, “Vendor” or “Equipment Owner”** used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
 - 2.7 **“Standard Specs”** used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications,

REQUEST FOR QUOTATION
Hauling Truck Lease/Rental WITH Operator

Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications.

- 2.8 “Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck” or “Equipment”** used throughout this Solicitation are interchangeable.

3. GENERAL REQUIREMENTS:

- 3.1. Specifications:** The following sections of the Standard Specs, shall apply to the administration of this contract: sections 101, 102.4, 102.5, 102.6, except the second sentence of the first paragraph is deleted; 102.7, except numerals IV and V are deleted; 102.12, 102.13, 107, 108.8, 108.9, 109, 110 and all other related sections of the Standard Specs.

A complete hard copy of the Standard Specs may be obtained from:

West Virginia Division of Highways
Contract Administration
Building 5, Room 722
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305
(Phone) 304-558-2885

A complete electronic copy of the Standard Specs may be obtained by sourcing:
<http://www.transportation.wv.gov/highways/Contractadmin/specifications/2010StandSpec/Pages/default.aspx>

- 3.2 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below as a lease/rental Contract Item, WITH Operator, on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
- 3.2.1 Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck, WITH Operator, for Lease/Rental:** The Vendor shall lease/rent Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck, WITH Operator, to the WVDOH per hour.
- 3.2.1.1 Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck, WITH Operator** must have asphalt tarping system.
- 3.2.1.2 Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck, WITH Operator** must be able to hook to and operate with a rubber tired or

REQUEST FOR QUOTATION
Hauling Truck Lease/Rental WITH Operator

track style self-propelled Hot-Mix Asphalt Paver Box that is a minimum of 100 HP.

3.2.1.3 The Pricing Page, Exhibit B shall provide a description of the Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck that the WVDOH is requesting. Vendor should provide the proposed Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck by listing the Manufacturer's Name, Model Number and Serial Number, where applicable, as instructed in Section 4.2 of these specifications.

3.2.1.4 All successful Vendors shall furnish proof of a WV General Contractor's License per Section 8, Required Documents, of the "General Terms and Conditions" prior to a contract being awarded to that Vendor.

3.2.3 Lease/Rental Period: Quoted rates for leased/rented Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck, WITH Operator, shall be for lease/rental hours.

A lease/rental hour is an hour of agency possession of Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck during which it is not down and fully operational. In the event of unforeseen events such as but not limited to inclement weather, WVDOH equipment breakdowns, and/or staffing situations that bring the paving job to a stop for the day and Vendor is told to return to the Vendor's storage location wherein the hours of possession is less than 4 hours, a maximum of 4 hours shall be invoiced by Vendor.

A lease/rental hour is any hour Saturday thru Friday including Holidays.

NOTE: Hours on which the Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck is down for normal maintenance or repair during the normal work period shall be considered an hour of downtime and shall not be considered an hour of Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck lease/rental.

A lease/rental hour shall begin when the Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck has left the Vendor's storage location solely for the purpose of hauling asphalt to the WVDOH Jobsite and to arrive on a predetermined schedule/time set in advance by WVDOH.

A lease/rental hour shall end when the Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck has been instructed to leave the WVDOH

REQUEST FOR QUOTATION
Hauling Truck Lease/Rental WITH Operator

Jobsite and return to Vendor's storage location. Vendor shall not delay in returning to Vendor's storage location.

Vendor shall arrive at WVDOH Jobsite with a full load of approved Hot-Mix Asphalt, Aggregate, and Ditch Dirt from a WVDOH approved Asphalt plant. See Exhibit C for approved Asphalt plant locations.

Vendor shall haul approved Hot-Mix Asphalt from a WVDOH approved Asphalt plant that is nearest to the Jobsite location.

Ditch Dirt will be from the Job Site. All debris/obstacles removed from the ditch shall be disposed by the Vendor in accordance with EPA waste disposal laws and regulations.

Aggregate shall be picked at established District Locations throughout the State of West Virginia See Contract DOT6619C022A- DOT6619C022AB

3.2.4 Maintenance, Down Time and Risk of Loss:

3.2.4.1 Maintenance: The Vendor shall provide fuel, oil, and other lubricants necessary for the operation, maintenance and use of the leased/rented Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck from this contract. The Vendor shall be responsible for performance of regular, routine, preventive maintenance, according to the Manufacturer recommendations of Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck and parts/supplies associated with regular, routine, preventive maintenance activities.

3.2.4.2 Down Time: Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck that is inoperable by reason of the necessity of replacement of parts or repair of damage shall be considered by the WVDOH as "down" and no payment shall be made by the WVDOH for the use of Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck for such periods unless such "down time" is due to the negligence or lack of reasonable care by the WVDOH.

3.2.4.3 Risk of Loss, Damage, Destruction or Theft: The Vendor shall be responsible for maintenance of Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck, for all loss to Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck, destruction of or damage to Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck and shall repair or replace Hot-Mix Asphalt, Aggregate, and

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Ditch Dirt Hauling Truck lost or destroyed. "Down time" will be referred to as described in Section 3.2.4.2 of these specifications.

NOTE: Operators furnished by the Vendor per this contract, while under the direction of the WVDOH, shall remain the employees of and under the control of the Vendor and shall not be considered as agents of the WVDOH.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a lease/rental price, WITH Operator, on all Contract Items. A Contract shall be awarded to all responsible Vendors that provide the Contract Items for lease/rental, WITH Operator, which meet all required specifications of this contract.

4.2 Pricing Pages and Information Attachment form:

Vendors should submit their proposed pricing for each item bid, including Operator, as hourly on the Pricing Pages. Proposed pricing submitted in any other form other than what is requested on the Pricing Pages shall be grounds to disqualify the Vendor's bid for the piece of equipment or the bid in its entirety.

Vendors should submit a description of the proposed Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck for each item bid on the Pricing Page. This information should include the Manufacturer's Name, Model Number and Serial Number, where applicable.

The Information Attachment Form should identify the Vendor's base location and any other potential base locations where the Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck is located. The Vendor should provide the 911 address or the most recent physical street address, city and state for each base location.

Counties serviced by the Vendor should be identified on the Information Attachment Form. If specific counties are not identified on the Information Attachment Form, it will be expected that the Vendor can service all counties.

Failure to return this information on the Pricing Pages and the Information Attachment Form for each item bid may result in disqualification of award to the Vendor for that particular item or the bid in its entirety.

The Pricing Pages, Exhibit A contain a list of the Contract Items. At this time, there is no estimated lease/rental volume available for any item. No future use of the Contract or any individual item is guaranteed or implied.

REQUEST FOR QUOTATION
Hauling Truck Lease/Rental WITH Operator

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: dustv.j.smith@wv.gov.

5. ORDERING, INVOICING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

At the time of need, the WVDOH will calculate the cost of leasing/renting the Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck, WITH Operator, plus the cost of arrival of said Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck from the Vendor's base location to the WVDOH job site and vendor preference, if applicable, and award the Delivery Order to the Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck owner at the least overall cost. The WVDOH shall record the Vendor's Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck serial number on the Delivery Order.

Proximity of Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck to the WVDOH job site shall be a factor in determination of each Delivery Order. As explained in the preceding paragraphs, the Delivery Order will be issued to the lowest bidder; however, it is understood between the WVDOH and all Vendors whose bids are accepted, in the event that the low bidder for any given job is unable to perform, the Delivery Order will be cancelled and given to the next lowest bidder.

5.2 Invoicing:

1.2.1 Invoicing shall be at a minimum of no less than four lease/rental hours. Invoicing shall be no less than weekly and no more than monthly.

5.2.2 An invoice submitted to the WVDOH shall include the following:

- a) The beginning date and ending date on the invoice period, and invoice number, jobsite locations and dates delivered.

REQUEST FOR QUOTATION
Hauling Truck Lease/Rental WITH Operator

- b) The number of lease/rental hours in the invoicing period.
- c) The make, model and serial number of the leased Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck being invoiced as identified on the Vendor's contract
- d) The total owed to the Vendor and the method of calculation.

NOTE 1: The period of need for leased/rented Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck as specified on the Delivery Order is only an estimate of need and shall not be used for invoicing purposes. Payment shall only be made for actual leased/rented hours.

5.3 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor should accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within 24 hours after orders are received. Vendor shall deliver emergency orders within an agreed upon acceptable timeframe by the Vendor and the WVDOH 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.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.
- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery or emergency delivery shall be as per Section 5.1 of these specifications. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount as directed in Section 3.2.2 of these specifications and is not permitted to charge the Agency separately for such delivery.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be

REQUEST FOR QUOTATION
Hauling Truck Lease/Rental WITH Operator

unacceptable, such as the Vendor delivering a Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck that was not bid for lease/rent on this contract, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the lease/rental 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.

7. VENDOR DEFAULT:

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2** Failure to comply with other specifications and requirements contained herein.
 - 7.1.3** Failure to comply with any laws, rules and ordinances applicable to the Contract Services provided under this contract.
 - 7.1.4** Failure to remedy deficient performance upon request.
- 7.2** The following remedies shall be available to Agency upon default:
- 7.2.1** Immediate cancellation of the Contract.
 - 7.2.2** Immediate cancellation of one or more Delivery Orders issued under this Contract.
 - 7.2.3** Any other remedies available in law or equity.

REQUEST FOR QUOTATION
Hauling Truck Lease/Rental WITH Operator

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a Contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 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.
- 8.3 Inspection of Equipment:** The Vendor shall have the right, during normal working hours, to the extent of the WVDOH's authority, to enter upon the premises where the said Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck is located for the purpose of inspecting the lease/rented equipment.
- 8.4 Damage beyond the control of the WVDOH:** The WVDOH shall not be liable for damage to or loss of any leased/rented Hot-Mix Asphalt, Aggregate, and Ditch Dirt Hauling Truck resulting from lightning, Acts of God, riots, strikes or other causes beyond the WVDOH's control.
- 8.5 Insurance:** The Vendor shall be responsible for insurance coverage per Section 3.2.4.3 of these specifications. However, if any said piece of equipment or any part thereof, shall be lost, destroyed or stolen by reason of the negligence of or lack of ordinary care on the part of the WVDOH, the WVDOH is insured by the Board of Risk and Insurance Management and insurance coverage will be provided by that agency only for long term, over thirty consecutive days of equipment lease/rental whereby, the WVDOH will, at its option, either replace or pay to the Vendor the fair market value of any of the said equipment or any part thereof
- 8.6 Liens:** The WVDOH shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge and encumbrance or claim on or with respect to the lease/rented equipment, except with respect to the respective rights of the Vendor and the WVDOH.
- 8.7 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items leased/rented, quantities of items leased/rented and total dollar value of the items leased/rented. Vendor shall also provide reports, upon request, showing the items leased/rented during the term of this Contract, the quantity leased/rented for each of those items and the total value of lease/rental for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.8 Contract Manager:** During its performance of this Contract, the Vendor must designate and maintain a primary Contract Manager responsible for overseeing

REQUEST FOR QUOTATION
Hauling Truck Lease/Rental WITH Operator

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: Brandon Henkes
Telephone Number: 304-425-5329
Fax Number: 304-425-5139
Email Address: aaapavingandsealing@hotmail.com

Exhibit B

Counties Bid:

Vendor should indicate the County, Counties or District-Wide serviced by the Vendor for lease/rent of equipment to the WVDOH by placing an "X" or "√" beside the County, Counties or District-Wide.

District 1	Hot-Mix	Aggregate	Ditch Dirt
District-Wide	X	X	X
Boone			
Clay			
Kanawha			
Mason			
Putnam			

District 6	Hot-Mix	Aggregate	Ditch Dirt
District-Wide	X	X	X
Brooke			
Hancock			
Marshall			
Ohio			
Tyler			
Wetzel			

District 2	Hot-Mix	Aggregate	Ditch Dirt
District-Wide	X	X	X
Cabell			
Lincoln			
Logan			
Mingo			
Wayne			

District 7	Hot-Mix	Aggregate	Ditch Dirt
District-Wide	X	X	X
Barbour			
Braxton			
Gilmer			
Lewis			
Upshur			
Webster			

District 3	Hot-Mix	Aggregate	Ditch Dirt
District-Wide	X	X	X
Calhoun			
Jackson			
Pleasants			
Ritchie			
Roane			
Wirt			
Wood			

District 8	Hot-Mix	Aggregate	Ditch Dirt
District-Wide	X	X	X
Pendleton			
Pocahontas			
Randolph			
Tucker			

District 4	Hot-Mix	Aggregate	Ditch Dirt
District-Wide	X	X	X
Doddridge			
Harrison			
Marion			
Monongalia			
Preston			
Taylor			

District 9	Hot-Mix	Aggregate	Ditch Dirt
District-Wide			
Fayette	✓	✓	✓
Greenbrier	✓	✓	✓
Monroe	✓	✓	✓
Nicholas	X	X	X
Summers	✓	✓	✓

District 5	Hot-Mix	Aggregate	Ditch Dirt
District-Wide	X	X	X
Berkeley			
Grant			
Hampshire			
Hardy			
Jefferson			
Mineral			
Morgan			

District 10	Hot-Mix	Aggregate	Ditch Dirt
District-Wide	✓	✓	✓
McDowell			
Mercer			
Raleigh			
Wyoming			

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: AAA Paving and Sealing Address: PO Box 975
Princeton, WV 24740

Name of Authorized Agent: Brandon Henkes Address: PO Box 975 Princeton, WV 24740

Contract Number: DOT1900000045 Contract Description: Haul Truck Lease/Rental w/ operator

Governmental agency awarding contract: State of West Virginia

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.

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.

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: [Handwritten Signature] Date Signed: 5/1/19

Notary Verification

State of West Virginia, County of Mercer

I, Brandon Henkes, 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.

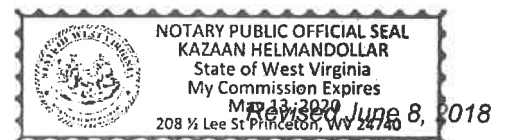
Taken, sworn to and subscribed before me this 1st day of May, 2019.
[Handwritten Signature]
Notary Public's Signature

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: AAA Paving and Sealing, Inc.

Authorized Signature: [Signature] Date: 5/1/19

State of West Virginia

County of Mercer, to-wit:

Taken, subscribed, and sworn to before me this 1st day of May, 2019.

My Commission expires May 13, 2020.

AFFIX SEAL HERE



[Signature]
Purchasing Affidavit (Revised 01/19/2018)

AAA Paving and Sealing
PO Box 975
Princeton, WV 24740

Sealed bid : 7019EC12 - Hauling Truck Lease/Rental w/ operator

Buyer : Dusty Smith

Solicitation no: ARFO DOT 1900000045

Bid opening Date : 5/3/19

Bid opening Time : 1:30 PM EST

Fax Number : N/A

RECEIVED

MAY 2 2019

FINANCE DIVISION
DOT

1:50
Kul