



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 716643  
**Solicitation Description :** ADDENDUM #1  
**Proc Type :** Agency Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-06-11 13:30:00	SR 0803 ESR06052000000007278	1

<b>VENDOR</b>
VC0000001547 S R & J ENTERPRISES LLC

**Solicitation Number:** ARFQ 0803 DOT2000000045

**Total Bid :** \$0.00      **Response Date:** 2020-06-05      **Response Time:** 14:14:08

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Tina L Lewis  
 (304) 558-9398  
 tina.l.lewis@wv.gov

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	STONE, AGGREGATE, CINDERS - MAT.&DEL. TO NON-ESTAB.	0.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description :** STONE, AGGREGATE, CINDERS - MAT.&DEL. TO NON-ESTAB. LOCATION PER ATTACHED PRICING PAGE AND INFORMATION ATTACHMENT FORM

**Comments:** Unit Price See Pricing Sheet

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:** ARFQ DOT2000000045

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:  
*(Check the box next to each addendum received)*

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

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

SRTJ Enterprises LLC  
Company

Allen Juan  
Authorized Signature

6-4-20  
Date

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

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through the West Virginia Vendor Self Service Portal website, 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.

SK&J Enterprises LLC  
(Full Company Name)

Allen Truax  
(Authorized Signature)

Allen Truax Managing Member  
(Print or Type Name and Title of Signatory)

304-258-0001  
(Phone Number)

304-258-0002  
(Fax Number)

allen@doublethomes.com  
(Email address)

6-4-20  
(Date)

**Form pre-approved by DOH legal division on July 12, 2016.  
Attorney signature not required.**



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.

42. It is hereby expressly covenanted, agreed and understood by and between the parties hereto, that the Vendor will immediately make payment and refund to the Agency for any and all overpayments made by said Agency to the Vendor on any estimate or estimates, advances ,if applicable ,or partial payments made on this Contract. Agency is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Vendor on any agreement or from any other source for the recovery of any overpayment made in connection with this contract. It is further expressly agreed that the statute of limitations will not commence to run against the Agency for such overpayments until the same is discovered and made known to the Agency.

43. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities in the order listed below with the highest priority being subsection a:

- a. General Terms and Conditions; Instructions to Vendors Submitting Bids,
- b. Solicitation and any documents required by the Solicitation,
- c. Bid or Proposal,
- d. Award Document.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/05/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Robert Spiker 1274 Shepherdstown Road Martinsburg, WV 25404	<b>CONTACT NAME:</b> Robert Spiker <b>PHONE (A/G, No, Ext):</b> 304-267-2966 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/G, No):</b> 304-263-6325
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> SR&J Enterprise LLC DBA Double T Homes 2064 Valley Road Berkeley Springs, WV 2541	<b>INSURER A:</b> Farm Family Casualty Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		4701X0952	05/15/2020	05/15/2021	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COM/POP AGG \$ 2,000,000.00
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		4701C0149	05/15/2020	05/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> OCCUR CLAIMS-MADE DED RETENTIONS \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Excavation, stone hauling

**CERTIFICATE HOLDER**

State of WV  
 1900 Kanawha Blve E. Bldg 5  
 Charleston, WV 25305

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE









# CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

**Number:** WV053755

**Classification:**

GENERAL BUILDING  
MANUFACTURED HOME INSTALLATION

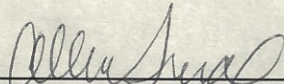
S R & J ENTERPRISES LLC  
DBA DOUBLE T HOMES  
2064 VALLEY ROAD  
BERKELY SPRINGS, WV 25411

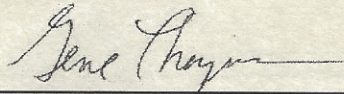
**Date Issued**

**Expiration Date**

JUNE 19, 2019

JUNE 19, 2020

  
\_\_\_\_\_  
Authorized Company Signature

  
\_\_\_\_\_  
Chair, West Virginia Contractor  
Licensing Board



WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: SR+J Enterprises LLC Address: 2064 Valley Road  
Berkeley Springs, WV 25411

Name of Authorized Agent: \_\_\_\_\_ Address: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Contract Description: \_\_\_\_\_

Governmental agency awarding contract: \_\_\_\_\_

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: Allen Truax

Date Signed: 6-4-20

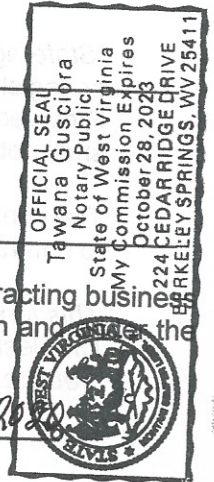
**Notary Verification**

State of West Virginia, County of Morgan

I, Allen Truax, 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 4th day of June, 2020

Tawana Gusciora  
Notary Public's Signature



**To be completed by State Agency:**  
Date Received by State Agency: \_\_\_\_\_  
Date submitted to Ethics Commission: \_\_\_\_\_  
Governmental agency submitting Disclosure: \_\_\_\_\_

## 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](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).





State of West Virginia  
Request For Quotation

Procurement Folder : 716643

Document Description : ADDENDUM #1

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2020-05-21	2020-06-11 13:30:00	ARFQ 0803 DOT2000000045	2	Final

SUBMIT RESPONSES TO:	VENDOR
FINANCE & ADMINISTRATION DIVISION OF HIGHWAYS BLDG 5, RM A-220 1900 KANAWHA BLVD E CHARLESTON US	<b>Vendor Name, Address and Telephone</b>  WV 25302

FOR INFORMATION CONTACT THE

Tina L Lewis  
(304) 558-9398  
tina.l.lewis@wv.gov

Signature X

FEIN #

46-4957606

DATE

6-4-20

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

**ADDITIONAL INFORMATION:**

ADDENDUM #1  
TO ADD CHART TO SPECIFICATIONS SECTION 4.1

\*\*\*\*\*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 WWSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	STONE, AGGREGATE, CINDERS - MAT.&DEL. TO NON-ESTAB.	0.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
11111600			

**Extended Description**

STONE, AGGREGATE, CINDERS - MAT.&DEL. TO NON-ESTAB. LOCATION PER ATTACHED PRICING PAGE AND INFORMATION ATTACHMENT FORM

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	TECHNICAL QUESTIONS DUE BY 10:00 AM	2020-05-26



DOT2000000045	<b>Document Phase</b> Final	<b>Document Description</b> ADDENDUM #1 STONE & AGGREGATE MAT.&DEL. TO NON-ESTAB. LOC	<b>Page 3</b> of 3
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions





**Attachment B - INFORMATION FORM**

**Vendor's Storage Sites**

**Stone and Aggregate - Material and Delivery to Established Locations by Vendor ONLY**

Mandatory - Vendor shall complete this form and return with bid submission or bid will be Disqualified.

VENDOR NAME SR&J Enterprises LLC

Vendors should be sure to write their name on each Information Form AND their matching Pricing Pages.

Vendor may submit more than one Vendor Storage Sites information on ONE Information Form ONLY IF PRICING is the SAME for all Storage Sites & DOH locations bid. IF PRICING VARIES between Storage Sites, Vendor MUST submit a Separate Information Form.

**Information for LIMESTONE, SANDSTONE, GRAVEL, SAND, BLAST FURNACE SLAG, and STEEL SLAG:**

a) SOURCE OF MATERIAL - list all sources for which bid prices apply

(Sandstone/Limestone Quarry name & location; Gravel Dredging or pit name & location; Slag Production plant name & location)

Martin Marietta	

b) EXACT LOCATION OF VENDOR'S STORAGE SITE(S):

Reminder: A separate bid schedule **must** be submitted when bid price varies between Vendor's storage sites.

424 Pigeon Cove Road, Warfordsburg PA 17267	

**SOURCES for CINDERS only:**

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


d) EXACT LOCATION OF VENDOR'S STORAGE SITE(S):

Reminder: A separate bid schedule **must** be submitted when bid price varies between Vendor's storage sites.


2020-2021

Material and delivery by the Vendor to Non-Established WVDOH locations, ONLY.

		Bid Price per Ton Items A-W, Z and AA F.O.B. Vendor's Storage Site		
Contract Item	Description of Material	Limestone,	Blast Furnace	
		Gravel, Sand	Slag	Steel Slag
A	Class 1 Aggregate	12.10		
B	Class 2 Aggregate	12.10		
C	Class 10 Aggregate	12.10		
D	AASHTO #1 Aggregate			
E	AASHTO #3 Aggregate	15.10		
F	AASHTO #4 Aggregate			
G	AASHTO #467 Aggregate	15.10		
H	AASHTO #57 Aggregate	15.10		
I	AASHTO #67 Aggregate			
J	AASHTO #7 Aggregate	16.80		
K	AASHTO #8 Aggregate	15.65		
L	AASHTO #9 Aggregate			
M	Stone for Gabions	19.50		
N	Fine Aggregate			
OA	Limestone Standard Abrasives	12.25		
OB	Sandstone Standard Abrasives			
OC	Steel Slag for SRIC			
PA	Limestone Modified Abrasives			
PB	Sandstone Modified Abrasives			
Q	Rip Rap	20.75		
R	Shot Rock			
S	AASHTO #8 Modified			
T	AASHTO #9 Modified			
U	Pea Gravel			
V	#11 Limestone Abrasives			
W	Quarry Waste			
Z	Imbricated Stone			
AA	Cinders			
	Items A-W and AA (Except for Q, R and Z):			
X1	Haul by Vendor - First Ton-Mile	50.00		
X2	Haul by Vendor - Additional Ton-Mile	3.40		
	Items Q, R and Z ONLY:			
Y1	Haul by Vendor - First Ton-Mile			
Y2	Haul by Vendor - Additional Ton-Mile			



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, 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: SR&J Enterprises LLC

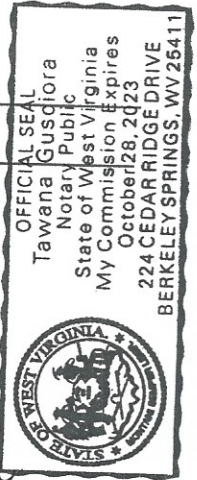
Authorized Signature: Allen Inman Date: 6-4-20

State of West Virginia

County of Morgan, to-wit:

Taken, subscribed, and sworn to before me this 4th day of June, 2020

My Commission expires 10-28, 2023



AFFIX SEAL HERE

NOTARY PUBLIC Tawana Gusciora