



EARL RAY TOMBLIN
GOVERNOR

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
2019 WASHINGTON STREET, EAST
P.O. BOX 50130
CHARLESTON, WEST VIRGINIA 25305-0130

ROSS TAYLOR
CABINET SECRETARY

DAVID TINCHER
DIRECTOR

July 3, 2013

The Honorable Jeffrey Kessler
President of the State Senate
Room 227M, Building 1
State Capitol Complex
Charleston, WV 25305

The Honorable Tim Miley
Speaker of the House
Room 228M, Building 1
State Capitol Complex
Charleston, WV 25305

SUBJECT: Legislative Reporting Requirement §5A-3-10(b)

Dear Sirs:

In accordance with **West Virginia Code** §5A-3-10(b), as director of the West Virginia Purchasing Division, I am required to submit in January and July of each year to the Joint Committee on Government and Finance a report summarizing our division's findings of any spending unit which awarded multiple contracts for the same or similar commodity or service to an individual vendor over any 12 month period with a value exceeding \$25,000.

This section of the Code reads:

§5A-3-10. Competitive bids; publication of solicitations for sealed bids; purchase of products of nonprofit workshops; employee to assist in dealings with nonprofit workshops.

(b) The director shall solicit sealed bids for the purchase of commodities and printing which is estimated to exceed twenty-five thousand dollars. No spending unit shall issue a series of requisitions or divide or plan procurements to circumvent this twenty-five thousand dollar threshold or otherwise avoid the use of sealed bids. Any spending unit which awards multiple contracts for the same or similar

Senator Kessler and Delegate Miley

July 3, 2013

Page Two

commodity or service to an individual vendor over any twelve-month period, the total value of which exceeds twenty-five thousand dollars, shall file copies of all contracts awarded to the vendor within the twelve preceding months with the director immediately upon exceeding the twenty-five thousand dollar limit, along with a statement explaining how the multiple contract awards do not circumvent the twenty-five thousand dollar threshold. If the spending unit does not immediately report to the director, the director may suspend the purchasing authority of the spending unit until the spending unit complies with the reporting requirement of this subsection. The director may conduct a review of any spending unit to ensure compliance with this subsection. Following a review, the director shall complete a report summarizing his or her findings and forward the report to the spending unit. In addition, the director shall report to the Joint Committee on Government and Finance on the first day of January and July of each year the spending units which have reported under this subsection and the findings of the director.

For the period of January 1, 2013 through June 30, 2013, two spending units (Division of Corrections and the Division of Natural Resources) have reported to our division the award of multiple contracts for "the same or similar commodity or service to an individual vendor over any 12-month period," where the total value of which exceeds twenty-five thousand dollars. Additionally, the Purchasing Division inspectors discovered findings relating to four different spending units during their reviews as stipulated in this section of the Code. The spending units were the St. Mary's Correctional Center, Anthony Correctional Center, Denmar Correctional Center and the Pipestem State Park. A summary of these findings is attached.

Pursuant to this requirement, my next report will be submitted to you in January of 2014. Should you have any questions regarding this correspondence, please feel free to contact me at your convenience at (304) 558-2538 or via e-mail at **David.Tincher@wv.gov**.

Sincerely,



David Tincher, CPPO, Director
West Virginia Purchasing Division

DT:dhb

cc: Aaron Allred, Legislative Auditor
Ross Taylor, Acting Cabinet Secretary of Administration

SUMMARY OF STRINGING ACTIVITIES

(January 1, 2013 – June 30, 2013)

St. Mary's Correctional Center:

- 1) During the fiscal year under review, St. Mary's Correctional Center spent a total of \$26,989.78 for produce with Corey Brothers, Robrecht Produce and Surface Food. In their response to the inspection report, the agency stated that:

While we know this finding could be construed as stringing, we respectfully request it not to be. Produce is one of those commodities St. Mary's Correctional Center, and others wish there was a statewide contract, because of the constant fluctuations in prices, we have a hard time getting a vendor willing to lock in their prices to the contract term, and with that said, we will definitely put in place a produce contract to ensure future compliances on this issue. The produce was purchased from (3) different vendors to avoid the stringing which has been an issue for the past three years. I was appointed as Warden in August 2012 and was advised that is possible to "piggyback" from existing contracts to avoid stringing. I am looking to working with the Pruntytown Correctional Centers policies on purchasing produce in hopes that it will correct this issue. Former purchasing assistant Curtis Drake advised that he attempted to contract West Virginia Purchasing Department about this issue. I was also advised that it was also an issue at the past three purchasing conferences with no solution offered. Vendors are reluctant to establish a contract with Produce due to the fluctuating price market.

Anthony Correctional Center:

- 1) During the fiscal year under review, the agency spent a total of \$56,637.00 with Lynch Construction Co. for water hauling services. In their response to the inspection report, the agency stated that:

Had been informed that this was categorized as a utility under our water circumstances and did not need to be bid. This service is no longer being utilized as it is no longer needed.

Denmar Correctional Center:

- 1) During the fiscal year under review, Denmar Correctional Center spent a total of \$36,320.01 for produce with Tri-County Wholesale Produce, Staunton Fruit and Produce and Multi-Fresh. In their response to the inspection report, the agency stated that:

Denmar needs to order produce for population meals, on a weekly basis. These orders were made in good faith by doing the best to obtain three bids on each weekly order. The vendors used by Denmar Correctional Center only deliver on a weekly basis, therefore making time an issue, as meals with certain standards must be met,

and these standards must include produce. The changing seasonal cost of produce and the uncertain fuel cost market has increased drastically over the past few years causing the annual total to exceed \$25,000.00. With that all said Denmar misinterpreted the formal bid limit of \$25,000.00 to be for a vendor (Tri-County \$8,492.50 – Staunton F&P \$20,920.85 – Multi-Fresh \$6,906.66) and not for project total (total produce purchases \$36,320.01). Going forward Denmar will correct this misinterpretation of the formal bid limit.

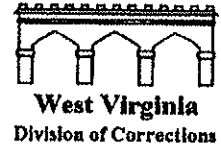
Pipestem State Park:

- 1) During the fiscal year under review, Pipestem State Park spent a total of \$26,496.56 for hotel supplies with American Hotel Registry. In their response to the inspection report, the agency stated that:

One finding in the review specified our American Hotel Registry purchases as something that could be construed as stringing. While in fact, it was not a case of stringing, but instead a situation where one vendor conveniently supplies a wide range of needs for the hospitality sector we find ourselves in, I see the need for more competition in that area of our procurement. We will be actively seeking to develop a relationship with more vendors in that sector, and procuring bids on such items where feasible, even on the smaller level of purchases that typically do not require them.



**STATE OF WEST VIRGINIA
DEPARTMENT OF MILITARY AFFAIRS AND PUBLIC SAFETY
DIVISION OF CORRECTIONS**



**EARL RAY TOMBLIN
GOVERNOR**

**JIM RUBENSTEIN
COMMISSIONER**

**JOSEPH C. THORNTON
SECRETARY**

Office of the Commissioner
1409 Greenbrier Street
Charleston, WV 25311
(304) 558-2036 Telephone - (304) 558-5934 Fax

January 10, 2013

RECEIVED
2013 JAN 10 AM 11:47
WV PURCHASING
DIVISION

David Tincher, Purchasing Director
State Purchasing Division
2019 Washington Street
Charleston, WV 25305

Dear Mr. Tincher:

In accordance with Section §5A-3-10(b) of the WV State Code, please accept this letter as a self-disclosure for multiple contract awards for the same service to an individual vendor without competitive bidding and for exceeding the agency delegated authority. In March, 2011, we had a food service contract with Aramark Correctional Services for various facilities. Our Beckley Correctional Center expanded and requested contracted food service, labor only. The facility would supply the food. Our Procurement Manager attempted to accomplish this through Change Order. Even though we had contractual authority to add new facilities to this contract, this prison did not require total food service functions, only labor; therefore resulting in a change to the scope of the contract so the Change Order could not be accomplished.

Subsequently, we opened a new correctional facility, Parkersburg Correctional Center, wherein the Warden requested food service labor only. Again, the Procurement Manager negotiated and executed a WV48 agreement with Aramark to accomplish the needs of the prison. The Procurement Manager entered into WV48 agreements with Aramark for the food service labor on his own accord. He did not bid these services and exceeded the agency delegated authority; therefore resulting in a purchasing violation. Please note, none of his actions were reviewed or approved by management, he acted alone with the negotiations and approval of the agreements. Our management only learned of these agreements on or about December 18, 2012.

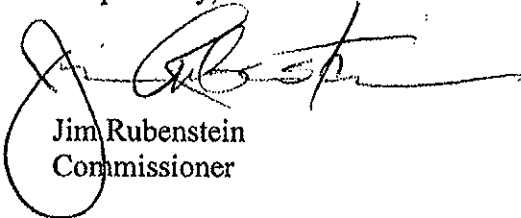
There is no justification or reasoning for the actions of the Procurement Manager and I assure you appropriate disciplinary action is being taken. In addition, his sole signatory authority on all contracts and/or agreements is hereby revoked.

The WV48 agreements with Aramark are canceled and other arrangements for food service labor were made at the facilities. I have listed and attached copies of all contracts awarded for your review and findings, and pledge full cooperation in this matter.

• COR61353-BCC	3/7/11 to 6/5/11	\$9,114.84	Aramark Correctional Services
• COR61353-BCC-2	7/15/11 to 1/12/12	\$19,748.82	Aramark Correctional Services
• COR61353-BCC-3	1/13/12 to 6/15/12	\$16,710.54	Aramark Correctional Services
• COR61353-BCC-4	6/16/12 to 1/12/13	\$16,710.54	Aramark Correctional Services
• COR61353-PBCC	8/1/12 to 12/31/12	<u>\$24,306.24</u>	Aramark Correctional Services
Total		<u>\$86,590.98</u>	

Please know the WV Division of Corrections strives to operate our agency in compliance with the WV State Code, as well as all rules, regulations, policies and guidelines of other agencies. I deeply regret our violation of State Code and the Purchasing Guidelines. Your consideration to our self-reporting and corrective actions is appreciated. Please advise if additional information is required.

Respectfully,



Jim Rubenstein
Commissioner

Attachment

cc: Deputy Commissioner Ielapi
Patti Withrow
John Boothroyd
Ad Oji

State of West Virginia
Purchasing Division
AGREEMENT

WV-48 (REV. 12/04)

Purchase Order # COR61353-BCC

WVFIMS Account # _____

TEAM Vendor # *216132816

WVFIMS Vendor # 570554

ARAMARK Correctional Services
1, 2300 Warrenville Rd, Dowens Center IL 60515, agree to perform the following services
(Name and address)

for WV Division of Corrections at Beckley Correctional Center (BCC)-111 S. Eisenhower Dr, Beckley WV 25801
(Agency) (Location)

To provide temporary food service supervisor to the Beckley Correctional Center.
(Detailed description of services to be performed)

Date(s) of Service: from March 7, 2011 to June 5, 2011

The rate of pay shall be \$759.57 per week not to exceed
\$9114.84 for the entire term of the contract.

NOTE: Any anticipated travel must be incorporated into the vendor's fee. No travel will be reimbursed by the State and is the sole responsibility of the vendor. The following certification must be completed and signed if the vendor is a full-time employee of the State of West Virginia.

Please check the appropriate box below:

- I am not currently a full-time employee of the State of West Virginia;
 I am currently a full-time employee of the State of West Virginia (complete certification below).

It is hereby certified that the services to be performed under this agreement will not interfere with or detract from the full-time duties of the employee and the amount of annual compensation received by _____ (above named vendor) from the State of West Virginia for full-time employment during the current fiscal year will be \$ _____.

The vendor serves as _____ with the title of _____, certified by
(Position)

(Supervisor's Signature)

HIPAA Business Associate Addendum - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's website (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

APPROVED BY:

Agency DIVISION OF CORRECTIONS
Ad. Oll
(Authorized Signature of Agency)
PURCHASING & CONTRACTS MANAGER
06-15-11
(Date)

Vendor Aramark Correctional Services, LLC
Daniel
(Vendor's Signature)
23-2778485
(Social Security or I.D.#)
6/9/11
(Date)

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for 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. Vendor certifies that this purchase order or 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. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: DIVISION OF CORRECTIONS
Signed: Ad Osi
Title: PURCHASING & CONTRACTS MGR
Date: 06-15-11

VENDOR
Company Name: ARAMARK Correctional Services, LLC
Signed: David Kimmel
Title: Vice President - Finance
Date: 6/9/11

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: ARAMARK Correctional Services, LLC

Authorized Signature: *Daniel* Date: 6/9/11

State of Pennsylvania

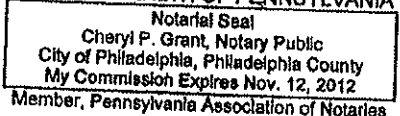
County of Philadelphia to-wit:

Taken, subscribed, and sworn to before me this 9th day of June, 2011.

My Commission expires November 12, 2011.

NOTARY PUBLIC *Cheryl P. Grant*

AFFIX SEAL HERE
COMMONWEALTH OF PENNSYLVANIA





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

STATE OF Pennsylvania
COUNTY OF Philadelphia, TO-WIT:

I, David Kimmel, after being first duly sworn, depose and state as follows:

- I am an employee of _____; and,
(Company Name)
- I do hereby attest that _____
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

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

ARAMARK Correctional Services, LLC
(Company Name)

By: David Kimmel
David Kimmel
Title: Vice President - Finance
Date: 6/9/11

Taken, subscribed and sworn to before me this 9th day of June, 2011

By Commission expires November 12, 2012

(Seal) COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Cheryl P. Grant, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Nov. 12, 2012
Member, Pennsylvania Association of Notaries
Cheryl P. Grant
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.



March 4, 2011

Mr. Ad Oji
Procurement Officer
Military Affairs & Public Safety
Division of Corrections
Building 84, Suite 300
1409 Greenbrier Street
Charleston, WV 25311

Re: Letter Agreement for Beckley Correctional Center ("BCC") – Temporary Food Service Management Services

Dear Mr. Oji:

Pursuant to our discussions and in connection with the current contract between the State of West Virginia, Division of Corrections ("DOC") and ARAMARK Correctional Services, LLC ("ARAMARK") for the provision of food service to the Lakin Correctional Center (Purchase Order COR61353), ARAMARK hereby proposes to provide temporary food service management services at BCC under the following terms and conditions.

- **Scope of Services ("Services"):** ARAMARK shall provide one (1) Front Line Associate ("FLA") to oversee the food service operation at BCC. The FLA shall provide forty (40) hours of service to BCC on a weekly basis. The FLA shall be responsible for the day to day operation of the food service activities at BCC. Said responsibilities shall include product ordering, inventory management and control, management and supervision of inmate labor, and management and supervision of the DOC's food service staff at BCC.
- **Term:** Services contemplated by this Letter Agreement shall commence on March 7, 2011 and shall continue until May 7, 2011. Upon mutual agreement, this Letter Agreement may be extended for up to ninety (90) days.
- **Price:** ARAMARK shall provide the Services set forth above to the DOC at a weekly rate of Seven Hundred and Fifty-nine Dollars and Fifty-seven Cents (\$759.57). This weekly rate shall include the following costs:

	Weekly Charge
Salary and Wages	\$452.80
Payroll Taxes	\$67.92
Benefits Charge	\$135.84
General Insurance	\$33.96
Total Payroll Charge	\$690.52
10% Processing Fee	\$69.05
Total Weekly Charge	\$759.57



CELEBRATING OVER **30** YEARS
OF SERVICE TO PUBLIC SAFETY

- **Billing/Manner Of Payment:** ARAMARK shall submit to the DOC on the first day of every week, for the preceding week an invoice for the Services provided hereunder. Payment shall be made by check payable to ARAMARK Correctional Services, LLC within thirty (30) days after the invoice date. Such payment shall be sent to:

ARAMARK Correctional Services, LLC
P.O. Box 406019
Atlanta, Georgia 30384-6019

- **Material Adverse Change:** The financial arrangements in this Letter Agreement are based on conditions existing as of the date hereof including any representations regarding existing and future conditions made by DOC in connection with this Letter Agreement. If such conditions change due to causes beyond ARAMARK's control, then ARAMARK shall give DOC written notice of such increase or change, and within thirty (30) calendar days after such notice, ARAMARK and DOC shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include an adjustment to ARAMARK's weekly rate and/or modifications to ARAMARK's scope of services.
- **Indemnification:** DOC agrees to indemnify ARAMARK, its officers, employees, agents and servants against all claims for loss, damage or injury that arise in connection with this Letter Agreement. Neither any of the DOC's officers, employees, agents, servants or contractors, nor any inmates, are or will be deemed to be agents or employees of ARAMARK and no liability is or will be incurred by ARAMARK to such persons.
- **Termination:** This Letter Agreement may be terminated by either party, without cause, upon thirty (30) days written notice to the other party.

Please counter-sign two copies of this letter to acknowledge your agreement to the terms hereof. Please keep one copy for your own records and return the second copy to David Kimmel, ARAMARK Tower, 1101 Market Street, 25th Floor, Philadelphia, PA 19107.

Sincerely,



David Kimmel
Vice President, Finance
ARAMARK Correctional Services, LLC

ACKNOWLEDGED AND AGREED:

**State of West Virginia
Division of Corrections**

By: _____

**GO BEYOND
FOR YOU. WITH YOU.**

CELEBRATING OVER **30** YEARS
OF SERVICE TO PUBLIC SAFETY



March 4, 2011

Mr. Ad Oji
Procurement Officer
Military Affairs & Public Safety
Division of Corrections
Building 84, Suite 300
1409 Greenbrier Street
Charleston, WV 25311

Re: Letter Agreement for Beckley Correctional Center ("BCC") – Temporary Food Service Management Services

Dear Mr. Oji:

Pursuant to our discussions and in connection with the current contract between the State of West Virginia, Division of Corrections ("DOC") and ARAMARK Correctional Services, LLC ("ARAMARK") for the provision of food service to the Lakin Correctional Center (Purchase Order COR61353), ARAMARK hereby proposes to provide temporary food service management services at BCC under the following terms and conditions.

- **Scope of Services ("Services"):** ARAMARK shall provide one (1) Front Line Associate ("FLA") to oversee the food service operation at BCC. The FLA shall provide forty (40) hours of service to BCC on a weekly basis. The FLA shall be responsible for the day to day operation of the food service activities at BCC. Said responsibilities shall include product ordering, inventory management and control, management and supervision of inmate labor, and management and supervision of the DOC's food service staff at BCC.
- **Term:** Services contemplated by this Letter Agreement shall commence on March 7, 2011 and shall continue until May 7, 2011. Upon mutual agreement, this Letter Agreement may be extended for up to ninety (90) days.
- **Price:** ARAMARK shall provide the Services set forth above to the DOC at a weekly rate of Seven Hundred and Fifty-nine Dollars and Fifty-seven Cents (\$759.57). This weekly rate shall include the following costs:

	Weekly Charge
Salary and Wages	\$452.80
Payroll Taxes	\$67.92
Benefits Charge	\$135.84
General Insurance	\$33.96
Total Payroll Charge	\$690.52
10% Processing Fee	\$69.05
Total Weekly Charge	\$759.57



CELEBRATING OVER **30** YEARS
OF SERVICE TO PUBLIC SAFETY

- **Billing/Manner Of Payment:** ARAMARK shall submit to the DOC on the first day of every week, for the preceding week an invoice for the Services provided hereunder. Payment shall be made by check payable to ARAMARK Correctional Services, LLC within thirty (30) days after the invoice date. Such payment shall be sent to:

ARAMARK Correctional Services, LLC
P.O. Box 406019
Atlanta, Georgia 30384-6019

- **Material Adverse Change:** The financial arrangements in this Letter Agreement are based on conditions existing as of the date hereof including any representations regarding existing and future conditions made by DOC in connection with this Letter Agreement. If such conditions change due to causes beyond ARAMARK's control, then ARAMARK shall give DOC written notice of such increase or change, and within thirty (30) calendar days after such notice, ARAMARK and DOC shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include an adjustment to ARAMARK's weekly rate and/or modifications to ARAMARK's scope of services.
- **Indemnification:** DOC agrees to indemnify ARAMARK, its officers, employees, agents and servants against all claims for loss, damage or injury that arise in connection with this Letter Agreement. Neither any of the DOC's officers, employees, agents, servants or contractors, nor any inmates, are or will be deemed to be agents or employees of ARAMARK and no liability is or will be incurred by ARAMARK to such persons.
- **Termination:** This Letter Agreement may be terminated by either party, without cause, upon thirty (30) days written notice to the other party.

Please counter-sign two copies of this letter to acknowledge your agreement to the terms hereof. Please keep one copy for your own records and return the second copy to David Kimmel, ARAMARK Tower, 1101 Market Street, 25th Floor, Philadelphia, PA 19107.

Sincerely,



David Kimmel
Vice President, Finance
ARAMARK Correctional Services, LLC

ACKNOWLEDGED AND AGREED:

**State of West Virginia
Division of Corrections**

By: _____

GO BEYOND
FOR YOU. WITH YOU.

CELEBRATING OVER **30** YEARS
OF SERVICE TO PUBLIC SAFETY

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for 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. Vendor certifies that this purchase order or 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. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.

EPLS

Excluded Parties List System



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Exact Name : ARAMARK Correctional Services
SSN/TIN

As of 15-Mar-2011 9:42 AM EDT
Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > [Top](#) [Help](#) [Federal Service Desk](#)

UC/WC Defaulted Accounts Search Results


Sorry, no records matching your criteria were found.

FEIN: 232778485
Business name: ARAMARK CORRECTIONAL SERVICES
Doing business
as/Trading as:

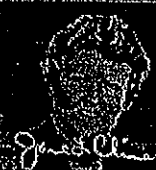
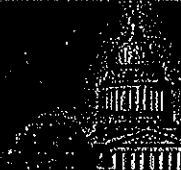
Please use your browsers back button to try again.



[Home](#) | [Agents](#) | [Companies](#) | [Consumers](#) | [Workers Comp](#) | [Site Search](#)



west virginia
OFFICES OF THE
**INSURANCE
COMMISSIONER**



You searched for:

FEIN: 232778485

Business Name:

Doing Business As/Trading As:

Results Found: 0

[Printable View](#)

No Results Found. Please try your search again.

[About Us](#) | [Contact](#) | [Privacy Policy](#)

4:30 PM, MARCH 17, 2011

DBS PS

ORDER FROM VENDOR SETUP

VOS

NEXT FUNCTION: _____ ACTION: _____

03/14/2011 15:42:54

=====

PAY ENTITY	:	PUR	EDI/FAX CODE	:	
VENDOR NUMBER	:	*216132816	FAX	:	
GROUP NUMBER	:		PHONE	:	630-271-2000
SHORT NAME	:	ARAMARKCORRECTI	STATE CODE	:	
VENDOR TYPE	:	D	POSTAL CODE	:	60515
ORDER FROM NAME	:	ARAMARK CORRECTIONAL SERVICES	OPT ADDR USE	:	
ADDR LINE 1	:	2300 WARRENVILLE RD	OPT STATE CD	:	
ADDR LINE 2	:		OPT POSTAL CD	:	
CITY/STATE	:	DOWNERS GROVE IL			
FEIN OR SSN	:	232778485			
CONTACT	:	TOM BURNS			
FAX NUMBER	:	630-271-5758			

PAYMENT TERMS : STATUS: ORDER HOLD:

--- CONSOLIDATED REPORTING INFORMATION ---

PAY ENTITY :
VENDOR NUMBER :
GROUP NUMBER :

39:21 Monday, March 14, 2011

ID: KR#A318 STATE OF WEST VIRGINIA 03/14/11
WVFA278A FINANCIAL INFORMATION MANAGEMENT SYSTEM 14:39:34
WVFIMS INQUIRIES - VENDOR INQUIRY DETAIL PAGE: 01
VENDOR ID: 0000105574

NAME: ARAMARK

NEW VEND ID: LAST UPDATED: 08/17/2001 BEP-WCC DEFAULT: N
FEIN OR SSN: F (F OR S) VENDOR STATUS: Y
FEIN SSN : 231354443 BRANCH CODE: 11 BUSINESS DESIGNATION: CO
DOING BUSINESS AS:

CONTACT NAME (FIRST, MI, LAST):

PHONE NUMBER:

EXTENSION:

STREET ADDRESS: PO BOX 406019

CITY: ATLANTA

ADDR TYPE: R (R OR O) STATE: GA ZIP-CODE: 30384 6019 COUNTRY: USA

OUTSTANDING A P: .00 PAYMENTS YTD: .00

PREVIOUS FY PAYMENTS: .00 LAST AMOUNT: .00

LAST WARRANT NUMBER: 1009593472 LAST PAY DATE: 03/11/2011

MAILING DATE: 08/17/01 MAIL RESPONSE DATE: 10/25/94

OVERRIDE ADDRESS: Y SUBRECIPIENT: N

NEXT:

PF1 =HELP

PF3 =END

PF4 =MENU

PF7 =BKWD

PF8 =FWD



STATE OF WEST VIRGINIA
Purchasing Division

CERTIFICATION OF NON-CONFLICT OF INTEREST

West Virginia Code § 5A-3-31: "It shall be unlawful for any person to corruptly combine, collude or conspire with one or more other persons with respect to the purchasing or supplying of commodities or printing to the state under the provisions of this article if the purpose or effect of such combination, collusion or conspiracy is either to (1) lessen competition among prospective vendors, or (2) cause the state to pay a higher price for such commodities or printing than would be or would have been paid in the absence of such combination, collusion or conspiracy, or (3) cause one prospective vendor or vendors to be preferred over one or more other prospective vendor or vendors. Any person who violates any provision of this section shall be guilty of a felony, and, upon conviction thereof, shall be confined in the penitentiary not less than one nor more than five years, and be fined not exceeding five thousand dollars."

West Virginia Code § 6B-2-5(b)(1): "A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person."

West Virginia Code § 6B-2-5(d)(1): "[N]o elected or appointed public official or public employee or member of his or her immediate family or business with which he or she is associated may be a party to or have an interest in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control"

The individual(s) listed below have been charged to evaluate or serve as members or advisors of an evaluation committee for the solicitation as specified [COR61353-BCC]

By signing this form, each individual acknowledges that: (1) his or her service on the evaluation committee is not in violation of *West Virginia Code § 5A-3-31, § 6B-2-5*, or any other relevant code section; (2) his or her service on the evaluation committee does not create a conflict of interest with any of the participating vendors; and (3) he or she has had no contact relating to the solicitation identified above with any participating vendors between the time of the bid opening and the award recommendation.

Name/Title	Agency	Signature	Date
Ad OJI/Contract Manager	Corrections	<i>A. Cole</i>	6/15/11

State of West Virginia
Purchasing Division

AGREEMENT

Purchase Order # COR61353-BCC-2 WVFIMS Account # _____

TEAM Vendor # *216132816 WVFIMS Vendor # 105574

I, ARAMARK Correctional Services LLC
2300 Warrentville Rd, Dowers Grove IL 60515, agree to perform the following services

for Beckley Correctional Center at 111 S. Eisenhower Dr. Beckley WV 25801

To extend the temporary kitchen supervisor position at the Beckley Correctional Center.

Date(s) of Service: from July 15, 2011 to January 12, 2012

The rate of pay shall be 759.57 per week

not to exceed \$ 19,748.82 for the entire term of the contract.

NOTE: Any anticipated travel must be incorporated into the vendor's fee. No travel will be reimbursed by the State and is the sole responsibility of the vendor. The following certification must be completed and signed if the vendor is a full time employee of the State of West Virginia.

Please check the appropriate box below:

- I am **not** currently a full-time employee of the State of West Virginia;
- I am currently a full-time employee of the State of West Virginia (complete certification below).

It is hereby certified that the services to be performed under this agreement will not interfere with or detract from the full-time duties of the employee and the amount of annual compensation received by _____ (above named vendor) from the State of West Virginia for full-time employment during the current fiscal year will be \$ _____

The vendor serves as _____ with the title of _____

certified by _____

GENERAL TERMS AND CONDITIONS: The General Terms and Conditions for Purchase Order/Contract located on the Purchasing Division's website at <http://www.state.wv.us/admin/purchase/vrc/POTandC.pdf>, ("Terms and Conditions") are hereby made a part of this agreement and are specifically incorporated herein by reference. By signing this agreement, Vendor certifies that it has reviewed the Terms and Conditions, fully understands them, and agrees to be bound by their provisions.

APPROVED BY:

Agency DIVISION OF CORRECTIONS

Ad. Oji
(Authorized Signature of Agency)

PURCHASING & CONTRACTS MANAGER
(Title)

8-4-11
(Date)

Vendor ARAMARK Correctional Services LLC

[Signature]
(Vendor's Signature)

23-2778485
(Social Security or FEIN)

8-3-11
(Date)

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: ARAMARK Correctional Services, LLC

Authorized Signature: *[Signature]* Date: 8-3-11

State of Pennsylvania

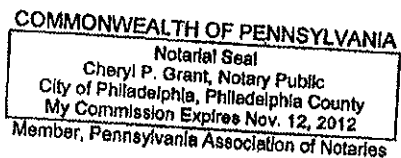
County of Philadelphia, to-wit:

Taken, subscribed, and sworn to before me this 3rd day of August, 2011.

My Commission expires November 12, 2012.

AFFIX SEAL HERE

NOTARY PUBLIC *[Signature]*





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

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA, TO-WIT:

I, David Kimmel, after being first duly sworn, depose and state as follows:

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

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

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

ARAMARK Correctional Services, LLC
(Company Name)

By: *David Kimmel*

Title: Vice President - Finance

Date: 8-3-11

Taken, subscribed and sworn to before me this 3rd day of August 2011.

By Commission expires November 12, 2012

(Seal) COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Cheryl P. Grant, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Nov. 12, 2012
Member, Pennsylvania Association of Notaries

Cheryl P. Grant
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOURPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: DIVISION OF CORRECTIONS
 Signed: Ad Oji
 Title: PURCHASING & CONTRACTS MANAGER
 Date: 8-4-11

VENDOR
ARAMARK Correctional
 Company Name: Services, LLC
 Signed: [Signature]
 Title: Vice President - Finance
 Date: 8-3-11

25:58 Friday, July 15, 2011

ID: KR#A318 STATE OF WEST VIRGINIA 07/15/11
WVFA278A FINANCIAL INFORMATION MANAGEMENT SYSTEM 13:25:46
WVFIMS INQUIRIES - VENDOR INQUIRY DETAIL PAGE: 01
VENDOR ID: 0000105574
NAME: ARAMARK

NEW VEND ID: LAST UPDATED: 08/17/2001 BEP-WCC DEFAULT: N
FEIN OR SSN: F (F OR S) VENDOR STATUS: Y
FEIN SSN : 231354443 BRANCH CODE: 11 BUSINESS DESIGNATION: CO
DOING BUSINESS AS:
CONTACT NAME (FIRST, MI, LAST):
PHONE NUMBER: - EXTENSION:
STREET ADDRESS: PO BOX 406019

CITY: ATLANTA
ADDR TYPE: R (R OR O) STATE: GA ZIP-CODE: 30384 6019 COUNTRY: USA
OUTSTANDING A P: .00 PAYMENTS YTD: .00
PREVIOUS FY PAYMENTS: .00 LAST AMOUNT: .00
LAST WARRANT NUMBER: 1010096605 LAST PAY DATE: 07/14/2011
MAILING DATE: 08/17/01 MAIL RESPONSE DATE: 10/25/94
OVERRIDE ADDRESS: Y SUBRECIPIENT: N

NEXT:
PF1 =HELP PF3 =END PF4 =MENU



STATE OF WEST VIRGINIA
Purchasing Division

CERTIFICATION OF NON-CONFLICT OF INTEREST

West Virginia Code § 5A-3-31: "It shall be unlawful for any person to corruptly combine, collude or conspire with one or more other persons with respect to the purchasing or supplying of commodities or printing to the state under the provisions of this article if the purpose or effect of such combination, collusion or conspiracy is either to (1) lessen competition among prospective vendors, or (2) cause the state to pay a higher price for such commodities or printing than would be or would have been paid in the absence of such combination, collusion or conspiracy, or (3) cause one prospective vendor or vendors to be preferred over one or more other prospective vendor or vendors. Any person who violates any provision of this section shall be guilty of a felony, and, upon conviction thereof, shall be confined in the penitentiary not less than one nor more than five years, and be fined not exceeding five thousand dollars."

West Virginia Code § 6B-2-5(b)(1): "A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person."

West Virginia Code § 6B-2-5(d)(1): "[N]o elected or appointed public official or public employee or member of his or her immediate family or business with which he or she is associated may be a party to or have an interest in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control"

The individual(s) listed below have been charged to evaluate or serve as members or advisors of an evaluation committee for the solicitation as specified [COR61353-BCC-2]

By signing this form, each individual acknowledges that: (1) his or her service on the evaluation committee is not in violation of West Virginia Code § 5A-3-31, § 6B-2-5, or any other relevant code section; (2) his or her service on the evaluation committee does not create a conflict of interest with any of the participating vendors; and (3) he or she has had no contact relating to the solicitation identified above with any participating vendors between the time of the bid opening and the award recommendation.

Name/Title	Agency	Signature	Date
Ad Oji/Contract Manager	Corrections	<i>[Handwritten Signature]</i>	8/4/11

State of West Virginia
Purchasing Division
AGREEMENT

Purchase Order # COR61353-ECC-3 WVFIMS Account # _____

TEAM Vendor # 216132816 WVFIMS Vendor # 106372
~~106674~~

I, Aramark Correctional Services LLC, 2300 Warrenville Rd, Downs Grove IL 60515, agree to perform the following services
for Beckley Correctional Center at 141 S. Eisenhower Dr. Beckley WV 26801

To extend the temporary kitchen supervisor position at the Beckley Correctional Center.
(Detailed description of services to be performed)

Date(s) of Service: from January 13, 2012 to June 16, 2012

The rate of pay shall be 759.67 per week not to exceed
\$ 16,710.64 for the entire term of the contract.

NOTE: Any anticipated travel must be incorporated into the vendor's fee. No travel will be reimbursed by the State and is the sole responsibility of the vendor. The following certification must be completed and signed if the vendor is a full-time employee of the State of West Virginia.

Please check the appropriate box below:
 I am not currently a full-time employee of the State of West Virginia;
 I am currently a full-time employee of the State of West Virginia (complete certification below).

It is hereby certified that the services to be performed under this agreement will not interfere with or detract from the full-time duties of the employee and the amount of annual compensation received by _____ (above named vendor) from the State of West Virginia for full-time employment during the current fiscal year will be \$ _____. The vendor serves as _____ (Position) with the title of _____, certified by _____ (Supervisor's Signature)

GENERAL TERMS AND CONDITIONS: The General Terms and Conditions for Purchase Order/Contract located on the Purchasing Division's website at <http://www.state.wv.us/admin/purchase/vrc/POTandC.pdf>, ("Terms and Conditions") are hereby made a part of this agreement and are specifically incorporated herein by reference. By signing this agreement, Vendor certifies that it has reviewed the Terms and Conditions, fully understands them, and agrees to be bound by their provisions.

APPROVED BY:
Agency Division of Corrections
Ad O'H
(Authorized Signature of Agency)
Purchasing & Contracts Manager
1/5/12
(Date)

Vendor Aramark Correctional Services LLC
[Signature]
(Vendor's Signature)
23-2778485
(Social Security or FEIN)
12-21-11
(Date)

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for 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. Vendor certifies that this purchase order or 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. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: ARAMARK CORRECTIONAL SERVICES, LLC

Authorized Signature: *David Kimmel* Date: 12-21-11
David Kimmel, Vice President Finance

State of Pennsylvania

County of Philadelphia, to-wit:

Taken, subscribed, and sworn to before me this 21st day of December, 2011

My Commission expires _____
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal

Mattie B. Wilson, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Oct. 28, 2013
Member, Pennsylvania Association of Notaries

AFFIX SEAL HERE

Mattie B. Wilson

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: DIVISION OF CORRECTIONS
Signed: Ad. Oji
Title: PURCHASING & CONTRACTS MGR
Date: 1/5/12

VENDOR ARAMARK Correctional
Company Name: Services, LLC
Signed: David Kimmel
Title: Vice President Finance
Date: 12-21-11



STATE OF WEST VIRGINIA
Purchasing Division

CERTIFICATION OF NON-CONFLICT OF INTEREST

West Virginia Code § 5A-3-31: "It shall be unlawful for any person to corruptly combine, collude or conspire with one or more other persons with respect to the purchasing or supplying of commodities or printing to the state under the provisions of this article if the purpose or effect of such combination, collusion or conspiracy is either to (1) lessen competition among prospective vendors, or (2) cause the state to pay a higher price for such commodities or printing than would be or would have been paid in the absence of such combination, collusion or conspiracy, or (3) cause one prospective vendor or vendors to be preferred over one or more other prospective vendor or vendors. Any person who violates any provision of this section shall be guilty of a felony, and, upon conviction thereof, shall be confined in the penitentiary not less than one nor more than five years, and be fined not exceeding five thousand dollars."

West Virginia Code § 6B-2-5(b)(1): "A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person."

West Virginia Code § 6B-2-5(d)(1): "[N]o elected or appointed public official or public employee or member of his or her immediate family or business with which he or she is associated may be a party to or have an interest in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control"

The individual(s) listed below have been charged to evaluate or serve as members or advisors of an evaluation committee for the solicitation as specified [COR61353-BCC-3]

By signing this form, each individual acknowledges that: (1) his or her service on the evaluation committee is not in violation of *West Virginia Code § 5A-3-31, § 6B-2-5, or any other relevant code section*; (2) his or her service on the evaluation committee does not create a conflict of interest with any of the participating vendors; and (3) he or she has had no contact relating to the solicitation identified above with any participating vendors between the time of the bid opening and the award recommendation.

Name/Title	Agency	Signature	Date
Ad Oj/Contract Manager	Corrections	<i>Ackorzi</i>	1/5/12

State of West Virginia
Purchasing Division

AGREEMENT

Purchase Order # COR81353-BCC-4

WVFIMS Account # _____

TEAM Vendor # 216132818

WVFIMS Vendor # 106382

I, Aramark Correctional Services LLC, 1101 Market Street, Philadelphia, PA 19107, agree to perform the following services for Beckley Correctional Center (Name and address) at 111 S. Eisenhower Drive, Beckley, WV 26801 (Location).
To extend the temporary Kitchen Supervisor (Agency) position at the Beckley Correctional Center. (Detailed description of services to be performed)

Date(s) of Service: from June 16, 2012 to January 12, 2013.
The rate of pay shall be 768.23 per week not to exceed \$ 16,710.64 for the entire term of the contract.

NOTE: Any anticipated travel must be incorporated into the vendor's fee. No travel will be reimbursed by the State and is the sole responsibility of the vendor. The following certification must be completed and signed if the vendor is a full-time employee of the State of West Virginia.

Please check the appropriate box below:

- I am not currently a full-time employee of the State of West Virginia;
- I am currently a full-time employee of the State of West Virginia (complete certification below).

It is hereby certified that the services to be performed under this agreement will not interfere with or detract from the full-time duties of the employee and the amount of annual compensation received by _____ (above named vendor) from the State of West Virginia for full-time employment during the current fiscal year will be \$ _____. The vendor serves as _____ (Position) with the title of _____, certified by _____ (Supervisor's Signature).

GENERAL TERMS AND CONDITIONS: The General Terms and Conditions for Purchase Order/Contract located on the Purchasing Division's website at <http://www.state.wv.us/admin/purchase/vrc/POTandC.pdf>, ("Terms and Conditions") are hereby made a part of this agreement and are specifically incorporated herein by reference. By signing this agreement, Vendor certifies that it has reviewed the Terms and Conditions, fully understands them, and agrees to be bound by their provisions.

APPROVED BY:

Agency WV DIVISION OF CORRECTIONS
Ad Oji
PURCHASING & CONTRACTS MANAGER
06-19-12
(Date)

Vendor ARAMARK CORRECTIONAL SERVICES LLC
[Signature]
23-21184-15
06-14-12
(Date)

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia, and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for 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. Vendor certifies that this purchase order or 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. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: ARAMARK CORRECTIONAL SERVICES, LLC

Authorized Signature: *[Signature]* Date: 6-14-12

State of PENNSYLVANIA

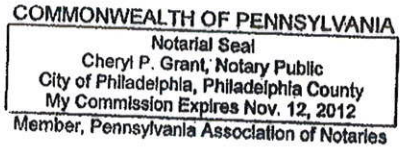
County of PHILADELPHIA, to-wit:

Taken, subscribed, and sworn to before me this 14th day of June, 2012.

My Commission expires November 12, 2012.

AFFIX SEAL HERE

NOTARY PUBLIC *[Signature]*



AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: DIVISION OF CORRECTIONS

Company Name: ARAMARK CORRECTIONAL SERVICES-LLC

Signed: Ad Oji

Signed: Dennis

Title: PURCHASING & CONTRACTS MANAGER

Title: VICE PRESIDENT - FINANCE

Date: 06-19-12

Date: 6-14-12



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

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA, TO-WIT:

I, DAVID KIMMEL, after being first duly sworn, depose and state as follows:

1. I am an employee of ARAMARK CORRECTIONAL SERVICES, LLC; and,
(Company Name)

2. I do hereby attest that ARAMARK CORRECTIONAL SERVICES, LLC
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

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

ARAMARK CORRECTIONAL SERVICES, LLC
(Company Name)

By: *David Kimmel*
Title: VICE PRESIDENT - FINANCE
Date: 6-14-12

Taken, subscribed and sworn to before me this 14th day of June, 2012.

By Commission expires November 12, 2012

(Seal) COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Cheryl P. Grant, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Nov. 12, 2012
Cheryl P. Grant
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.



STATE OF WEST VIRGINIA
Purchasing Division

CERTIFICATION OF NON-CONFLICT OF INTEREST

West Virginia Code § 5A-3-31: "It shall be unlawful for any person to corruptly combine, collude or conspire with one or more other persons with respect to the purchasing or supplying of commodities or printing to the state under the provisions of this article if the purpose or effect of such combination, collusion or conspiracy is either to (1) lessen competition among prospective vendors, or (2) cause the state to pay a higher price for such commodities or printing than would be or would have been paid in the absence of such combination, collusion or conspiracy, or (3) cause one prospective vendor or vendors to be preferred over one or more other prospective vendor or vendors. Any person who violates any provision of this section shall be guilty of a felony, and, upon conviction thereof, shall be confined in the penitentiary not less than one nor more than five years, and be fined not exceeding five thousand dollars."

West Virginia Code § 6B-2-5(b)(1): "A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person."

West Virginia Code § 6B-2-5(d)(1): "[N]o elected or appointed public official or public employee or member of his or her immediate family or business with which he or she is associated may be a party to or have an interest in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control"

The individual(s) listed below have been charged to evaluate or serve as members or advisors of an evaluation committee for the solicitation as specified [COR61353-BCC-4]

By signing this form, each individual acknowledges that: (1) his or her service on the evaluation committee is not in violation of West Virginia Code § 5A-3-31, § 6B-2-5, or any other relevant code section; (2) his or her service on the evaluation committee does not create a conflict of interest with any of the participating vendors; and (3) he or she has not had or will not have contact relating to the solicitation identified above with any participating vendors between the time of the bid opening and the award recommendation without prior approval of the Purchasing Division.

Name/Title	Agency	Signature	Date
Ad Oji/Contracts Manager	Corrections	<i>Ad Oji</i>	6/18/12

State of West Virginia
Purchasing Division

AGREEMENT

Purchase Order # COR81353-PBCC

WVFIMS Account # _____

TEAM Vendor # 216132816

WVFIMS Vendor # 106382

I, Aramark Correctional Services LLC, 1101 Market Street, Philadelphia, PA, agree to perform the following services
(Name and address)
for Parkersburg Correctional Ctr at 225 Holiday Hills Dr, Parkersburg, WV
(Agency) (Location)

To provide 2 front line associates to oversee food service operations at the Parkersburg Correctional Center (PBCC)
(Detailed description of services to be performed)
on a temporary basis until the new DOC-wide food service contract is in place.

PBCC is a new correctional center in Wood County scheduled to open on or around mid to late August 2012.

Date(s) of Service: from August 1, 2012 to December 31, 2012

The rate of pay shall be \$6,076.56 per month not to exceed
\$ 24,306.24 for the entire term of the contract.

NOTE: Any anticipated travel must be incorporated into the vendor's fee. No travel will be reimbursed by the State and is the sole responsibility of the vendor. The following certification must be completed and signed if the vendor is a full-time employee of the State of West Virginia.

Please check the appropriate box below:

- I am not currently a full-time employee of the State of West Virginia;
- I am currently a full-time employee of the State of West Virginia (complete certification below).

It is hereby certified that the services to be performed under this agreement will not interfere with or detract from the full-time duties of the employee and the amount of annual compensation received by _____ (above named vendor) from the State of West Virginia for full-time employment during the current fiscal year will be \$ _____. The vendor serves as _____ (Position) with the title of _____, certified by _____ (Supervisor's Signature)

GENERAL TERMS AND CONDITIONS: The General Terms and Conditions for Agency Delegated Master Terms and Conditions located on the Purchasing Division's website at <http://www.state.wv.us/admin/purchase/TCA.pdf>, ("Terms and Conditions") are hereby made a part of this agreement and are specifically incorporated herein by reference. By signing this agreement, Vendor certifies that it has reviewed the Terms and Conditions, fully understands them, and agrees to be bound by their provisions.

APPROVED BY:

Agency Division of Corrections
Ad Oh
(Authorized Signature of Agency)
PURCHASING & CONTRACTS MANAGER
9-4-12
(Title) (Date)

Vendor ARAMARK Correctional Services, LLC
Daniel
(Vendor's Signature)
23-2778485
(Social Security or FEIN)
8/2/12
(Date)

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: DIVISION OF CORRECTIONS
 Signed: Ad Off
 Title: PURCHASING & CONTRACTS MANAGER
 Date: 9-4-12

VENDOR

Company Name: ARAMARK Correctional Services, LLC
 Signed: [Signature]
 Title: VP - Finance
 Date: 8/2/12

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: ARAMARK Correctional Services, LLC

Authorized Signature: *David Kimmel* Date: 8/2/12
David Kimmel, VP - Finance

State of Pennsylvania

County of Philadelphia, to-wit:

Taken, subscribed, and sworn to before me this 2nd day of August, 2012.

My Commission expires COMMONWEALTH OF PENNSYLVANIA 20

AFFIX SEAL HERE

Notarial Seal
Mattie B. Wilson, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Oct. 28, 2012
NOTARY PUBLIC
Member, Pennsylvania Association of Notaries

Mattie B. Wilson

:39 Wednesday, December 19, 2012

DBS PS

ORDER FROM VENDOR SETUP

VOS

NEXT FUNCTION: _____ ACTION: _____

12/19/2012 09:52:53

```
=====
PAY ENTITY      : PUR
VENDOR NUMBER  : *504134016
GROUP NUMBER   : _____
SHORT NAME     : ARAMARKMANAGEME
VENDOR TYPE    : D
ORDER FROM NAME: ARAMARK MANAGEMENT SVCS LP
  ADDR LINE 1: 1101 MARKET ST 22ND FLR
  ADDR LINE 2:
  CITY/STATE: PHILADELPHIA PA
  FEIN OR SSN: 363797749
  CONTACT: MATTHEW CAMPISE SR MGR
  FAX NUMBER: 800-920-9449
EDI/FAX CODE   :
FAX            :
PHONE         : 724-689-9446
STATE CODE    :
POSTAL CODE   : 19107
OPT ADDR USE  :
OPT STATE CD  :
OPT POSTAL CD:
```

PAYMENT TERMS : STATUS: ORDER HOLD:

--- CONSOLIDATED REPORTING INFORMATION ---

PAY ENTITY :
VENDOR NUMBER :
GROUP NUMBER :

UC/WC Defaulted Accounts Search Results

Sorry, no records matching your criteria were found.

FEIN: 363797749
Business name:
Doing business
as/Trading as:

Please use your browsers back button to try again.

WorkforceWV	Unemployment Compensation	Offices of the Insurance Commissioner
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[Home](#) | [Agents](#) | [Companies](#) | [Consumers](#) | [Workers Comp](#)

[Site Search](#)



You searched for:

FEIN: 363797749

Business Name:

Doing Business As/Trading As:

Results Found: 0

[Printable View](#)

No Results Found. Please try your search again.

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West Virginia Secretary of State — Online Data Services

Business & Licensing

Online Data Services Help

Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

ARAMARK MANAGEMENT SERVICES LIMITED PARTNERSHIP

Organization Information							
Org Type	Effective Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
LP Limited Partnership	6/16/1993	6/16/1993	Foreign	Profit			

Organization Information	
Business Purpose	Capital Stock
Charter County	Control Number 0
Charter State DE	Excess Acres
At Will Term	Member Managed
At Will Term Years	Par Value
Authorized Shares	



STATE OF WEST VIRGINIA
Purchasing Division

CERTIFICATION OF NON-CONFLICT OF INTEREST

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West Virginia Code § 6B-2-5(d)(1): "[N]o elected or appointed public official or public employee or member of his or her immediate family or business with which he or she is associated may be a party to or have an interest in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control"

The individual(s) listed below have been charged to evaluate or serve as members or advisors of an evaluation committee for the solicitation as specified [COR61353-PBCC]

By signing this form, each individual acknowledges that: (1) his or her service on the evaluation committee is not in violation of West Virginia Code § 5A-3-31, § 6B-2-5, or any other relevant code section; (2) his or her service on the evaluation committee does not create a conflict of interest with any of the participating vendors; and (3) he or she has not had or will not have contact relating to the solicitation identified above with any participating vendors between the time of the bid opening and the award recommendation without prior approval of the Purchasing Division.

Name/Title	Agency	Signature	Date
Ad Oji/Contracts Manager	Corrections	<i>Ad Oji</i>	9/4/12



CAF
MIKE
JIMMY
DIANE

DIVISION OF NATURAL RESOURCES

324 4th Avenue, Room 328
South Charleston, WV 25303-1228
Telephone (304) 558-2754
Fax (304) 558-2768
TDD (304) 558-1439
TDD (800) 354-6087

Earl Ray Tomblin
Governor

February 4, 2013

RECEIVED
2013 FEB -6 PM 3:40
Frank Jezioro
Director
WV PURCHASING
DIVISION

David Tincher
Purchasing Director
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305

Dear Mr. Tincher,

I am writing regarding a purchasing situation that came to my attention recently. I made a call to the purchasing division and discussed this with Mike Sheets and he referred me to following the code section §5A-3-10(b) which states that "Any spending unit which awards multiple contracts for the same or similar commodity or service to an individual vendor over any twelve-month period, the total value of which exceeds twenty-five thousand dollars, shall file copies of all contracts awarded to the vendor within the twelve preceding months with the director immediately upon exceeding the twenty-five thousand dollar limit, along with a statement explaining how the multiple contract awards do not circumvent the twenty-five thousand dollar threshold."

Our situation is not that we awarded multiple contracts to the same vendor, but that we completed a boat launch access where the commodities purchased, all from different vendors, such as gravel, lumber and concrete did not exceed \$25,000 from each individual vendor. However the entire project did exceed \$25,000. We did obtain 3 written bids on each specific commodity.

Further it is my understanding that we should have bid this project via RFQ to be awarded in whole or in part. I have instructed all project managers to strictly adhere to this requirement in the future.

Lastly, I have included copies of the contracts for your review per the code section cited above. Please advise of any further compliance steps that you need me to address.

Sincerely,

Bryan Hoffman
Bryan Hoffman
Chief of Administration

State of West Virginia
Purchasing Division

AGENCY PURCHASE ORDER

Date	Purchase Order #
------	------------------

Department or Institution WVDNR Wildlife Resources Section, 324 4th Ave., South Charleston, WV 25303	
WVFIMS Account # 3200-2013-6303-248-121	Spending Unit Name & Address WVDNR, Wildlife Resources Section Zack Brown, Capital Improvements Coordinator 324 4th Ave South Charleston, WV 25303
Name & Address of Vendor * Boxley P.O. Box 13527 Roanoke, VA 24035-3527	Invoice in Quintuplicate to: WVDNR, Wildlife Resources Section Zack Brown, Capital Improvements Coordinator 324 4th Ave South Charleston, WV 25303
TEAM Vendor # 709034703	WVFIMS Vendor # 0000061154

Item Number	Quantity	Description	Unit Price	Amount
1	780.14 ton	<i>Type of Purchase</i> Gabion Gravel	18.40	14354.58
2	102.37 ton	3" Crusher Run Gravel	17.40	1781.24
NOTE: This Purchase Order is Limited to \$25,000 in Any One 12 Month Period.				
				TOTAL \$ 16,135.82

VENDOR: This order is your authorization for shipment of the commodities listed herein pursuant to the terms bid.

GENERAL TERMS AND CONDITIONS: The General Terms and Conditions for Agency Delegated Master Terms and Conditions located on the Purchasing Division's website at <http://www.state.wv.us/admin/purchase/TCA.pdf>, ("Terms and Conditions") are hereby made a part of this agreement and are specifically incorporated herein by reference.

Agency Signature

Telephone Number

West Virginia Secretary of State — Online Data Services

Business & Licensing

Online Data Services Help

Business Organization Detail

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BOXLEY AGGREGATES OF WEST VIRGINIA, L.L.C.

Organization Information							
Org Type	Effective Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
LLC Limited Liability Company	3/29/2002	3/29/2002	Foreign	Profit			

Organization Information			
Business Purpose		Capital Stock	
Charter County		Control Number	46882
Charter State	DE	Excess Acres	
At Will Term	A	Member Managed	MBR
At Will Term Years		Par Value	
Authorized Shares			

Addresses	
Type	Address
Designated Office Address	HC 40 BOX 49 LEWISBURG, WV, 24901 USA
Mailing Address	PO BOX 13527 ROANOKE, VA, 24035 USA
Notice of Process Address	CORPORATION SERVICE COMPANY 209 WEST WASHINGTON STREET CHARLESTON, WV, 25302
Principal Office Address	15418 WEST LYNCHBURG-SALEM TURNPIKE BLUE RIDGE, VA, 24064 USA
Type	Address

Officers	
Type	Name/Address
Member	BOXLEY MATERIALS COMPANY PO BOX 13527 ROANOKE, VA, 24035
Member	SOUTHERN WEST VIRGINIA PAVING, INC. 2950 CHARLES AVE. DUNBAR, WV, 25064
Type	Name/Address

DBA			
DBA Name	Description	Effective Date	Termination Date
BOXLEY	TRADENAME	1/31/2008	
BOXLEY MATERIALS	TRADENAME	12/6/2002	
DBA Name	Description	Effective Date	Termination Date

Date	Amendment
4/13/2006	FILED ARTICLES OF CORRECTION, STATING COMPANY SHOULD HAVE BEEN SET UP AS MEMBER MANAGED, NOT MANAGER MANAGED.

Date	Amendment
------	-----------

Annual Reports	
Date	Filed For
1/12/2012	2012
6/21/2011	2011
5/3/2010	2010
4/29/2009	2009
3/28/2008	2008
2/9/2007	2007
4/4/2006	2006
3/23/2005	2005
2/26/2004	2004
4/10/2003	2003
Date	Filed For

Images				
View	Name	Date Added	Date Effective	Type
View	BOXLEY AGGREGATES OF WEST VIRGINIA, L.L.C.	3/5/2012	3/29/2002	C - Officer Changes
View	BOXLEY AGGREGATES OF WEST VIRGINIA, L.L.C.	2/6/2008	3/29/2002	T - Trade Name
View	BOXLEY AGGREGATES OF WEST VIRGINIA, L.L.C.	4/20/2006	3/29/2002	O - Other Filings
View	BOXLEY AGGREGATES OF WEST VIRGINIA, L.L.C.	4/9/2004	3/29/2002	C - Officer Changes
View	BOXLEY AGGREGATES OF WEST VIRGINIA, L.L.C.	5/5/2003	3/29/2002	T - Trade Name
View	BOXLEY AGGREGATES OF WEST VIRGINIA, L.L.C.	4/3/2002	3/29/2002	S - Company Formation

View	Name	Date Added	Date Effective	Type
------	------	------------	----------------	------

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<http://apps.sos.wv.gov>

Wednesday, January 16, 2013 — 2:23 PM

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UC/WC Defaulted Accounts Search Results

Sorry, no records matching your criteria were found.

FEIN: 010640503

Business name:

Doing business

as/Trading as:

Please use your browsers back button to try again.

WorkforceWV	Unemployment Compensation	Offices of the Insurance Commissioner
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13:57:57 Wednesday, January 16, 2013

DBS PS

ORDER FROM VENDOR SETUP

VOS

NEXT FUNCTION: _____ ACTION: _____

01/16/2013 13:58:12

```
=====
PAY ENTITY      : PUR
VENDOR NUMBER   : *709034703
GROUP NUMBER    : 01
SHORT NAME      : BOXLEYAGGREGATE
VENDOR TYPE     : D
ORDER FROM NAME: BOXLEY AGGREGATES OF WV LLC
  ADDR LINE 1:  1700 N SAND BRANCH RD
  ADDR LINE 2:
  CITY/STATE:  MT HOPE WV
  FEIN OR SSN:  010640503
  CONTACT:     DOUG CANTERBURY
  FAX NUMBER:
EDI/FAX CODE   :
FAX             :
PHONE          :  304-877-5563
STATE CODE     :
POSTAL CODE    :  25880
OPT ADDR USE   :
OPT STATE CD   :
OPT POSTAL CD  :
```

PAYMENT TERMS : STATUS: ORDER HOLD:

--- CONSOLIDATED REPORTING INFORMATION ---

PAY ENTITY :
VENDOR NUMBER :
GROUP NUMBER :

13:59:02 Wednesday, January 16, 2013

ID: NR#8058 STATE OF WEST VIRGINIA 01/16/13
WVFA278A FINANCIAL INFORMATION MANAGEMENT SYSTEM 13:59:19
** MAIN MENU ** - VENDOR INQUIRY DETAIL PAGE: 01
VENDOR ID: 0000061154
NAME: BOXLEY AGGREGATES OF WV LLC

NEW VEND ID: LAST UPDATED: 10/19/2006 BEP-WCC DEFAULT: N
FEIN OR SSN: F (F OR S) VENDOR STATUS: Y
FEIN SSN : 010640503 BRANCH CODE: 01 BUSINESS DESIGNATION: CO
DOING BUSINESS AS:
CONTACT NAME (FIRST, MI, LAST):
PHONE NUMBER: 304 392 - 5872 EXTENSION:
STREET ADDRESS: PO BOX 13527

CITY: ROANOKE
ADDR TYPE: R (R OR O) STATE: VA ZIP-CODE: 24035 3527 COUNTRY: USA
OUTSTANDING A P: .00 PAYMENTS YTD: .00
PREVIOUS FY PAYMENTS: .00 LAST AMOUNT: .00
LAST WARRANT NUMBER: 1012000319 LAST PAY DATE: 01/15/2013
MAILING DATE: 08/20/94 MAIL RESPONSE DATE: 10/19/06
OVERRIDE ADDRESS: N SUBRECIPIENT: N

NEXT: _____
PF1 =HELP PF3 =END PF4 =MENU
PF7 =BKWD PF8 =FWD



STATE OF WEST VIRGINIA
Purchasing Division

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Name/Title	Agency	Signature	Date
Zack Brown / ERP Mgr	WVDNR / WRS	Zack Brown	1/16/13

Company	Type	Total	Grand Total	Preference Claimed	Adjusted Total
Greystone	1 1/2"	\$20.00	\$60.00	0	\$60.00
	3"	\$20.00			
	4-6"	\$20.00			
Pounding Mill	1 1/2"	\$17.40	\$53.20	0	\$53.20
	3"	\$17.40			
	4-6"	\$18.40			
Boxley	1 1/2"	\$16.50	\$52.30	5	\$49.69
	3"	\$17.40			
	4-6"	\$18.40			

Return by 5:00pm on 11/16/12

Req. No.

REQUEST FOR QUOTATIONS

THIS IS NOT AN ORDER

Date 10/30/12
Acct. No.

Bid To Be Delivered To:
Zack Brown, Capital Improvements Coordinator
324 4th Avenue
South Charleston, WV 25303

Vendor * Boxley

Address * HC 40 Box 49
Lewisburg, WV24901

Telephone Number * () 304-392-5872

Goods/Services To Be Shipped To:
Oscar Vecello
Job site approximately 2 miles south of
Bluestone Dam.
Hinton, WV

Delivery Requirements FEIN Terms Delivery Date F.O.B.

Item Number	Quantity	Description	Unit Price	Amount
1	1 ton	1 1/2 inch crusher run gravel, delivered to job site approximate 2 miles upstream of Bluestone Dam	16.50	
2	1 ton	3 inch crusher run gravel, delivered to job site approximate 2 miles upstream of Bluestone Dam	17.40	
3	1 ton	4-6 inch gabion stone, delivered to job site approximate 2 miles upstream of Bluestone Dam	18.40	

TOTAL \$

GENERAL TERMS AND CONDITIONS: By signing this quotation, Vendor certifies that it has reviewed the attached Terms and Conditions, fully understand them, and agrees to be bound by their provisions.

Boxley Aggregates of WV, LLC
Doug Canterbury
Vendor - Authorized Representative

Doug Canterbury
Signature of Authorized Representative

State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: Boxley Aggregates of WV LLC Signed: Darryl Carter
 Date: 1-14-13 Title: Sales Manager

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Bowley Aggregates of WV, LLC

Authorized Signature: Doug Cantelero Date: 1-14-13

State of West Virginia

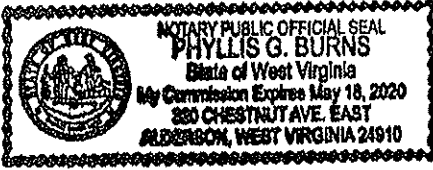
County of Greenbrier, to-wit:

Taken, subscribed, and sworn to before me this 14 day of January, 2013

My Commission expires May 18, 2020

AFFIX SEAL HERE

NOTARY PUBLIC Phyllis G. Burns



Return by 5:00pm on 11/18/12

Req. No.

REQUEST FOR QUOTATIONS

THIS IS NOT AN ORDER

Date 10/30/12 Accl. No.

Bid To Be Delivered To:
Zack Brown, Capital Improvements Coordinator
324 4th Avenue
South Charleston, WV 25303

Vendor Pounding Mill Quarry
Address 171 St. Clairs Crossing
Bluefield, VA 24605
Telephone Number () 276-326-1145

Goods/Services To Be Shipped To:
Oscar Vecellio
Job site approximately 2 miles south of
Bluestone Dam.
Hinton, WV

Delivery Requirements FEIN Terms Delivery Date F.O.B.

Item Number	Quantity	Description	Unit Price	Amount
1	1 ton	1 1/2 inch crusher run gravel, delivered to job site approximate 2 miles upstream of Bluestone Dam	17.40	
2	1 ton	3 inch crusher run gravel, delivered to job site approximate 2 miles upstream of Bluestone Dam	17.40	
3	1 ton	4-6 inch gabion stone, delivered to job site approximate 2 miles upstream of Bluestone Dam	18.40	

TOTAL \$

GENERAL TERMS AND CONDITIONS: By signing this quotation, Vendor certifies that it has reviewed the attached Terms and Conditions, fully understand them, and agrees to be bound by their provisions.

Andy Clevinger
Vendor - Authorized Representative

Andy Clevinger
Signature of Authorized Representative

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

1. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked:
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: Pounding Mill Quarry Corp Signed: Andy Clavin
 Date: 1-15-13 Title: Sales Representative

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

Return by 5:00pm on 11/16/12

Req. No.
Acct. No.

REQUEST FOR QUOTATIONS

THIS IS NOT AN ORDER

Date	10/30/12
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Bid To Be Delivered To:
 Zack Brown, Capital Improvements Coordinator
 324 4th Avenue
 South Charleston, WV 25303

Vendor: Greystone Quarry
 Address: P.O. Box 490
 White Sulphur Springs, WV 24986
 Telephone Number: () 304-645-2277

Goods/Services To Be Shipped To:
 Oscar Vecello
 Job site approximately 2 miles south of
 Bluestone Dam,
 Hinton, WV

Delivery Requirements	FEIN	Terms	Delivery Date	F.O.B.
-----------------------	------	-------	---------------	--------

Item Number	Quantity	Description	Unit Price	Amount
1	1 ton	1 1/2 inch crusher run gravel, delivered to job site approximate 2 miles upstream of Bluestone Dam	20.00	
2	1 ton	3 inch crusher run gravel, delivered to job site approximate 2 miles upstream of Bluestone Dam	20.00	
3	1 ton	4-6 inch gablon stone, delivered to job site approximate 2 miles upstream of Bluestone Dam	20.00	
TOTAL			60.00	60.00

GENERAL TERMS AND CONDITIONS: By signing this quotation, Vendor certifies that it has reviewed the attached Terms and Conditions, fully understand them, and agrees to be bound by their provisions.

RBS
 Vendor - Authorized Representative

Susan Handman
 Signature of Authorized Representative

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code, §6A-3-37*. (Does not apply to construction contracts). *West Virginia Code, §6A-3-37*, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

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 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked:
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

Bidder: _____ Signed: Susan Hardiman
 Date: _____ Title: A R Clerk

*Check any combination of preferences consideration(s) indicated above, which you are entitled to receive.

State of West Virginia
Purchasing Division

AGENCY PURCHASE ORDER

Date	Purchase Order #
------	------------------

Department or Institution WVDNR Wildlife Resources Section, 324 4th Ave., South Charleston, WV 25303	
WVFIMS Account # 3200-2013-6303-248-121	Spending Unit Name & Address WVDNR, Wildlife Resources Section Zack Brown, Capital Improvements Coordinator 324 4th Ave South Charleston, WV 25303
Name & Address of Vendor ♦ Summers Concrete & Supply P.O. Drawer 38 Hinton, WV 25951	Invoice in Quintuplicate to: WVDNR, Wildlife Resources Section Zack Brown, Capital Improvements Coordinator 324 4th Ave South Charleston, WV 25303

TEAM Vendor # 411153651	WVFIMS Vendor # 0000149563
----------------------------	-------------------------------

Item Number	Quantity	Description	Unit Price	Amount
1	116.5 yards	<div style="text-align: center;">Type of Purchase</div> 5000 psi Concrete with fiber	123.55	14393.58
NOTE: This Purchase Order is Limited to \$25,000 in Any One 12 Month Period.				

VENDOR: This order is your authorization for shipment of the commodities listed herein pursuant to the terms bid. **TOTAL \$ 14393.58**

GENERAL TERMS AND CONDITIONS: The General Terms and Conditions for Agency Delegated Master Terms and Conditions located on the Purchasing Division's website at <http://www.state.wv.us/admin/purchase/TCA.pdf>, ("Terms and Conditions") are hereby made a part of this agreement and are specifically incorporated herein by reference.

Agency Signature

Telephone Number

West Virginia Secretary of State — Online Data Services

Business & Licensing

Online Data Services Help

Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

SUMMERS CONCRETE SUPPLY, INC.

Organization Information							
Org Type	Effective Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C Corporation	1/13/1993	1/13/1993	Domestic	Profit			

Organization Information			
Business Purpose	3273 - Manufacturing - Nonmetallic Mineral Product Manufacturing - Cement and Concrete Product Manufacturing		Capital Stock 5000.0000
Charter County	Summers		Control Number 0
Charter State	WV		Excess Acres 0
At Will Term	Member Managed		
At Will Term Years	Par Value 1.0000		
Authorized Shares	5000		

Addresses	
Type	Address
Mailing Address	P.O. DRAWER 38 HINTON, WV, 25951 USA
Notice of Process Address	RICHARD L. MANSFIELD PO DRAWER 38 HINTON, WV, 25951 USA
Principal Office Address	ROUTE 3 HINTON, WV, 25951 USA
Type	Address

Officers	
Type	Name/Address
Incorporator	RICHARD L. MANSFIELD RT. 1 BOX 220 HINTON, WV, 25951 USA
Incorporator	JOHNNY W. MANSFIELD RT. 1 BOX 227 HINTON, WV, 25951 USA
President	RICHARD L. MANSFIELD RTE 1 BOX 220 HINTON, WV, 25951 USA
Secretary	VIVIAN F. MANSFIELD PO BOX 525 HINTON, WV, 25951 USA
Treasurer	JOHNNY W. MANSFIELD ROUTE 1 BOX 227 HINTON, WV, 25951 USA
Type	Name/Address

Annual Reports

Date	Filed For
5/18/2012	2013
7/28/2011	2012
6/23/2010	2011
6/5/2009	2010
7/8/2008	2009
11/7/2007	2008
1/16/2007	2007
9/9/2005	2006
9/13/2004	2005
4/29/2004	2004
10/15/2002	2003
8/9/2001	2002
1/5/2001	2001
	2000
	1999
	1998
Date	Filed For

Images				
View	Name	Date Added	Date Effective	Type
View	SUMMERS CONCRETE SUPPLY, INC.	12/14/2004	1/13/1993	S - Company Formation
View	Name	Date Added	Date Effective	Type

Printed from West Virginia Secretary of State Online Data Services web site:
<http://apps.sos.wv.gov>

Wednesday, January 16, 2013 — 2:23 PM

© 2013 State of West Virginia

UC/WC Defaulted Accounts Search Results

Sorry, no records matching your criteria were found.

FEIN: 550721331

Business name:

Doing business

as/Trading as:

Please use your browsers back button to try again.

WorkforceWV	Unemployment Compensation	Offices of the Insurance Commissioner
-----------------------------	---	---

13:58:38 Wednesday, January 16, 2013

ID: NR#8058 STATE OF WEST VIRGINIA 01/16/13
WVFA278A FINANCIAL INFORMATION MANAGEMENT SYSTEM 13:58:55
** MAIN MENU ** - VENDOR INQUIRY DETAIL PAGE: 01
VENDOR ID: 0000149563
NAME: SUMMERS CONCRETE SUPPLY

NEW VEND ID: LAST UPDATED: 11/05/1993 BEP-WCC DEFAULT: N
FEIN OR SSN: F (F OR S) VENDOR STATUS: Y
FEIN SSN : 550721331 BRANCH CODE: 00 BUSINESS DESIGNATION: CO
DOING BUSINESS AS:
CONTACT NAME (FIRST, MI, LAST):
PHONE NUMBER: 304 466 - 1610 EXTENSION:
STREET ADDRESS: PO BOX 38

CITY: HINTON
ADDR TYPE: R (R OR O) STATE: WV ZIP-CODE: 25951 0038 COUNTRY: USA
OUTSTANDING A P: .00 PAYMENTS YTD: .00
PREVIOUS FY PAYMENTS: .00 LAST AMOUNT: .00
LAST WARRANT NUMBER: 1011063673 LAST PAY DATE: 04/04/2012
MAILING DATE: MAIL RESPONSE DATE:
OVERRIDE ADDRESS: SUBRECIPIENT:

NEXT:
PF1 =HELP PF3 =END PF4 =MENU
PF7 =BKWD PF8 =FWD

13:57:32 Wednesday, January 16, 2013

DBS PS

ORDER FROM VENDOR SETUP

VOS

NEXT FUNCTION: _____ ACTION: _____

01/16/2013 13:57:48

```
=====
PAY ENTITY      : PUR
VENDOR NUMBER  : *411153651
GROUP NUMBER   :
SHORT NAME     : SUMMERSCONCRETE
VENDOR TYPE    : M
ORDER FROM NAME: SUMMERS CONCRETE INC
  ADDR LINE 1: PO DRAWER 38
  ADDR LINE 2:
  CITY/STATE: HINTON WV
  FEIN OR SSN: 550721331
  CONTACT: FRANK MANSFIELD
  FAX NUMBER: 304-466-6200
EDI/FAX CODE  :
FAX           :
PHONE        : 304-466-1610
STATE CODE   :
POSTAL CODE  : 25951
OPT ADDR USE :
OPT STATE CD :
OPT POSTAL CD:
```

PAYMENT TERMS : STATUS: ORDER HOLD:

--- CONSOLIDATED REPORTING INFORMATION ---

PAY ENTITY :
VENDOR NUMBER :
GROUP NUMBER :



STATE OF WEST VIRGINIA
Purchasing Division

CERTIFICATION OF NON-CONFLICT OF INTEREST

West Virginia Code § 5A-3-31: "It shall be unlawful for any person to corruptly combine, collude or conspire with one or more other persons with respect to the purchasing or supplying of commodities or printing to the state under the provisions of this article if the purpose or effect of such combination, collusion or conspiracy is either to (1) lessen competition among prospective vendors, or (2) cause the state to pay a higher price for such commodities or printing than would be or would have been paid in the absence of such combination, collusion or conspiracy, or (3) cause one prospective vendor or vendors to be preferred over one or more other prospective vendor or vendors. Any person who violates any provision of this section shall be guilty of a felony, and, upon conviction thereof, shall be confined in the penitentiary not less than one nor more than five years, and be fined not exceeding five thousand dollars."

West Virginia Code § 6B-2-5(b)(1): "A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person."

West Virginia Code § 6B-2-5(d)(1): "[N]o elected or appointed public official or public employee or member of his or her immediate family or business with which he or she is associated may be a party to or have an interest in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control"

The individual(s) listed below have been charged to evaluate or serve as members or advisors of an evaluation committee for the solicitation as specified [Concrete]

By signing this form, each individual acknowledges that: (1) his or her service on the evaluation committee is not in violation of West Virginia Code § 5A-3-31, § 6B-2-5, or any other relevant code section; (2) his or her service on the evaluation committee does not create a conflict of interest with any of the participating vendors; and (3) he or she has not had or will not have contact relating to the solicitation identified above with any participating vendors between the time of the bid opening and the award recommendation without prior approval of the Purchasing Division.

Name/Title	Agency	Signature	Date
Zack Brown/ERP/MI	WVONR/WRS	Zack Brown	1/16/13

Company	Type	Total	Grand Total	Preference Claimed	Adjusted Total
Eastern Concrete	5000PSI with Fiber	\$145.05	\$284.10	2.5	\$277.00
	4000PSI with Fiber	\$139.05			\$141.42
David Hill Concrete	5000PSI with Fiber	\$134.50	\$263.00	5	\$249.85
	4000PSI with Fiber	\$128.50			\$127.78
Summers Concrete	5000PSI with Fiber	\$123.55	\$243.10	0	\$243.10
	4000PSI with Fiber	\$119.55			\$123.55
					\$119.55

WV-49 (REV. 10/2010)

REQUEST FOR QUOTATIONS

THIS IS NOT AN ORDER

Return by 5:00pm		on 11/16/12		Req. No.
Date 10/30/12		Acct. No.		
Bld To Be Delivered To: Zack Brown, Capital Improvements Coordinator 324 4th Avenue South Charleston, WV 25303				
Goods/Services To Be Shipped To: Oscar Vacellio Job site approximately 2 miles south of Bluestone Dam, Hinton, WV				
Vendor Summers Concrete & Supply				
Address PO Drawer 38 Hinton, WV				
Telephone Number () 304-466-1610				
Delivery Requirements	FEIN	Terms	Delivery Date	F.O.B.
Item Number	Quantity	Description	Unit Price	Amount
1	1 yard	5000 PSI concrete with Fiber mesh added, delivered to job site approximate 2 miles upstream of Bluestone Dam	123.55	
2	1 yard	4000 PSI concrete with fiber mesh added, delivered to job site approximate 2 miles upstream of Bluestone Dam	119.55	
TOTAL			9	

GENERAL TERMS AND CONDITIONS: By signing this quotation, Vendor certifies that it has reviewed the attached Terms and Conditions, fully understand them, and agrees to be bound by their provisions.

Johnny Mansfield
Vendor - Authorized Representative

Johnny Mansfield - Treasurer
(Signature of Authorized Representative)

Rev. 09/08

State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

- 1. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. Application is made for 8% resident vendor preference for the reason checked:
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: Summers Concrete Signed: [Signature]
 Date: 1-15-2013 Title: Treasurer

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RIFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §8A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Summers Concrete & Supply, Inc

Authorized Signature: Johnny Mangell Date: 1-4-13

State of WV

County of Summers to-wit:

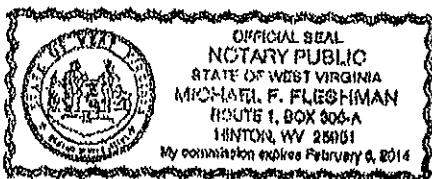
Taken, subscribed, and sworn to before me this 4th day of JAN. 2013

My Commission expires 02/06 2014

AFFIX SEAL HERE

NOTARY PUBLIC

Michael F. Fleshman



WV-43 (REV. 12/2010)

Return by 8:00am on 11/10/12

Req. No.

REQUEST FOR QUOTATIONS

THIS IS NOT AN ORDER

Date 10/30/12 Acct. No.

Bid To Be Delivered To:
Zack Brown, Capital Improvements Coordinator
324 4th Avenue
South Charleston, WV 25303

Vendor David Hill Concrete, Inc
Address PO Box 453
Mabscott, WV 25871
Telephone Number () 304-252-0693

Goods/Services To Be Shipped To:
Oscar Vecellio
Job site approximately 2 miles south of
Bluestone Dam.
Hinton, WV

Delivery Requirements FEIN Terms Delivery Date F.O.B.

Item Number	Quantity	Description	Unit Price	Amount
1	1 yard	5000 PSI concrete with Fiber mesh added, delivered to job site approximate 2 miles upstream of Bluestone Dam	134.50	
2	1 yard	4000 PSI concrete with Fiber mesh added, delivered to job site approximate 2 miles upstream of Bluestone Dam	128.50	

TOTAL \$

GENERAL TERMS AND CONDITIONS: By signing this quotation, Vendor certifies that it has reviewed the attached Terms and Conditions, fully understand them, and agrees to be bound by their provisions.

David Hill Concrete, Inc. - Steven Hill
Vendor - Authorized Representative

Steven Hill
Signature of Authorized Representative

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

- 1. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or;
- 2. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or;
- 3. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or;
- 4. Application is made for 5% resident vendor preference for the reason checked:
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or;
- 5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or;
- 6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: David Hill Concrete, Inc. Signed: [Signature]

Date: 11/02/12 Title: Vice President

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

WV-13 (REV 12/2010)

Return by 5:00pm on 11/16/12 Req. No.

REQUEST FOR QUOTATIONS

THIS IS NOT AN ORDER

Date 10/30/12 Acct. No.

Bid To Be Delivered To:
Zack Brown, Capital Improvements Coordinator
324 4th Avenue
South Charleston, WV 25303

Vendor Eastern Concrete Division

Address PO Box 884
Beckley, WV 25802

Telephone Number () 304-252-2424

Goods/Services To Be Shipped To:
Oscar Vecellio
Job site approximately 2 miles south of
Bluestone Dam,
Hinton, WV

Delivery Requirements FEIN Terms Delivery Date F.O.B.

Item Number	Quantity	Description	Unit Price	Amount
1	1 yard	5000 PSI concrete with Fiber mesh added, delivered to job site approximate 2 miles upstream of Bluestone Dam	145.05	145.05 - Per YARD
2	1 yard	4000 PSI concrete with Fiber mesh added, delivered to job site approximate 2 miles upstream of Bluestone Dam	137.05	137.05 - Per YARD

TOTAL \$

GENERAL TERMS AND CONDITIONS: By signing this quotation, Vendor certifies that it has reviewed the attached Terms and Conditions, fully understand them, and agrees to be bound by their provisions.

EASTERN Concrete

Vendor - Authorized Representative

Mark [Signature] - Office Mgr

Signature of Authorized Representative

Rev. 09/08

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, or average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: EASBEN Concrete Signed: Mark ...
Date: 1-14-13 Title: Office Mgr.

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

State of West Virginia
Purchasing Division

AGENCY PURCHASE ORDER

Date	Purchase Order#
------	-----------------

Department or Institution WVDNR Wildlife Resources Section, 324 4th Ave., South Charleston, WV 25303	
WVFIMS Account# 3200-2013-6303-248-121	Spending Unit Name & Address WVDNR, Wildlife Resources Section Zack Brown, Capital Improvements Coordinator 324 4th Ave South Charleston, WV 25303
Name & Address of Vendor * State Equipment Inc. P.O. Box 3939 Charleston, WV 25339	Invoice in Quintuplicate to: WVDNR, Wildlife Resources Section Zack Brown, Capital Improvements Coordinator 324 4th Ave South Charleston, WV 25303

TEAM Vendor# 709054014	WVFIMS Vendor# 0000043289
---------------------------	------------------------------

Item Number	Quantity	Description	Unit Price	Amount
		<i>Type of Purchase</i>		
1	1	Monthly rental of a John Deere 650K Dozer with winch or equal, plus round trip transportation	3800.00	3800.00
2	1	Monthly rental of a John Deere 210GL 50 foot Long Reach Excavator or equal, plus round trip transportation	7800.00	7800.00
3	1	Monthly rental of a John Deere 724K Wheel Loader or equal, plus round trip transportation	5400.00	5400.00
NOTE: This Purchase Order is Limited to \$25,000 in Any One 12 Month Period.				

VENDOR: This order is your authorization for shipment of the commodities listed herein pursuant to the terms bid. **TOTAL \$ 17,000.00**

GENERAL TERMS AND CONDITIONS: The General Terms and Conditions for Agency Delegated Master Terms and Conditions located on the Purchasing Division's website at <http://www.state.wv.us/admin/purchase/TCA.pdf>, ("Terms and Conditions") are hereby made a part of this agreement and are specifically incorporated herein by reference.

Agency Signature

Telephone Number

Addresses	
Type	Address
Local Office Address	560 NEW GOFF MT ROAD CROSS LANES, WV, 25313
Mailing Address	P O BOX 3939 CHARLESTON, WV, 25339 USA
Notice of Process Address	TERRY LAMM 560 NEW GOFF MT. ROAD CROSS LANES, WV, 25313
Principal Office Address	560 NEW GOFF MT. ROAD CROSS LANES, WV, 25313 USA
Type	Address

Officers	
Type	Name/Address
Incorporator	TERRY W. LAMM 4064 INDIAN CREEK ROAD ELKVIEW, WV, 25071 USA
Incorporator	RAY C. MANNON 6861 MERRITTS CREEK ROAD HUNTINGTON, WV, 25701 USA
President	TERRY LAMM PO BOX 3939 CHARLESTON, WV, 25339
Secretary	LINDA LAMM PO BOX 3939 CHARLESTON, WV, 25339
Vice-President	JASON LAMM PO BOX 3939 CHARLESTON, WV, 25339
Type	Name/Address

Annual Reports	
Date	Filed For

West Virginia Secretary of State — Online Data Services

Business & Licensing

Online Data Services Help

Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

STATE EQUIPMENT, INC.

Organization Information							
Org Type	Effective Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C Corporation	11/7/1985	11/7/1985	Domestic	Profit			

Organization Information			
Business Purpose	4539 - Retail Trade - Miscellaneous Store Retailers - Other Miscellaneous Store Retailers Including Mobile Home Dealers		Capital Stock 70000.0000
Charter County	Kanawha	Control Number	0
Charter State	WV	Excess Acres	0
At Will Term		Member Managed	
At Will Term Years		Par Value	700.0000
Authorized Shares	100		

1/13/2012	2013
2/10/2011	2012
2/2/2010	2011
6/8/2009	2010
6/25/2008	2009
7/19/2007	2008
3/13/2007	2007
8/23/2005	2006
9/17/2004	2005
4/1/2004	2004
8/30/2002	2003
6/22/2001	2002
5/9/2001	2001
	2000
	1999
	1998
	1997
	1996
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	1992
	1991
	1990
	1989
Date	Filed For

Images

View	Name	Date Added	Date Effective	Type
View	STATE EQUIPMENT, INC.	12/28/2004	11/7/1985	O - Other Filings
View	STATE EQUIPMENT, INC.	12/28/2004	11/7/1985	S - Company Formation
View	Name	Date Added	Date Effective	Type

Printed from West Virginia Secretary of State Online Data Services web site:
<http://apps.sos.wv.gov>

Wednesday, January 16, 2013 — 2:22 PM

© 2013 State of West Virginia

UC/WC Defaulted Accounts Search Results

Sorry, no records matching your criteria were found.

FEIN: 550658298

Business name:

Doing business

as/Trading as:

Please use your browsers back button to try again.

WorkforceWV	Unemployment Compensation	Offices of the Insurance Commissioner
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13:58:24 Wednesday, January 16, 2013

ID: NR#8058 STATE OF WEST VIRGINIA 01/16/13
WVFA276A FINANCIAL INFORMATION MANAGEMENT SYSTEM 13:58:40
** MAIN MENU ** - VENDOR INQUIRY DETAIL PAGE: 02
VENDOR ID: 0000043289
NAME: STATE EQUIPMENT INC

NEW VEND ID: LAST UPDATED: 07/27/2001 BEP-WCC DEFAULT: N
FEIN OR SSN: F (F OR S) VENDOR STATUS: Y
FEIN SSN : 550658298 BRANCH CODE: 00 BUSINESS DESIGNATION: CO
DOING BUSINESS AS:
CONTACT NAME(FIRST,MI, LAST): PAULA REILLY
PHONE NUMBER: 00 304 776 - 4405 EXTENSION:
STREET ADDRESS: PO BOX 3939

CITY: CHARLESTON
ADDR TYPE: R (R OR O) STATE: WV ZIP-CODE: 25339 3939 COUNTRY: USA
OUTSTANDING A P: .00 PAYMENTS YTD: .00
PREVIOUS FY PAYMENTS: .00 LAST AMOUNT: .00
LAST WARRANT NUMBER: 7002301470 LAST PAY DATE: 01/15/2013
MAILING DATE: 07/18/01 MAIL RESPONSE DATE: 07/27/01
OVERRIDE ADDRESS: N SUBRECIPIENT: N

NEXT:
PF1 =HELP PF3 =END PF4 =MENU
PF7 =BKWD PF8 =FWD

13:57:13 Wednesday, January 16, 2013

DBS PS

ORDER FROM VENDOR SETUP

VOS

NEXT FUNCTION: _____ ACTION: _____

01/16/2013 13:57:27

```
=====
PAY ENTITY      : PUR
VENDOR NUMBER  : *709054014
GROUP NUMBER   : 
SHORT NAME     : STATEEQUIPMENTS
VENDOR TYPE    : M
ORDER FROM NAME: STATE EQUIPMENT INC
  ADDR LINE 1: PO BOX 3939
  ADDR LINE 2: 
  CITY/STATE: CHARLESTON WV
  FEIN OR SSN: 550658298
  CONTACT: TERRY LAMM
  FAX NUMBER: 304-776-4409
EDI/FAX CODE   : 
FAX            : 
PHONE         : 304-776-4406
STATE CODE    : 
POSTAL CODE   : 25339
OPT ADDR USE  : 
OPT STATE CD  : 
OPT POSTAL CD:
```

PAYMENT TERMS : 005 STATUS: ORDER HOLD:

NET 30

--- CONSOLIDATED REPORTING INFORMATION ---

PAY ENTITY :

VENDOR NUMBER :

GROUP NUMBER :



STATE OF WEST VIRGINIA
Purchasing Division

CERTIFICATION OF NON-CONFLICT OF INTEREST

West Virginia Code § 5A-3-31: "It shall be unlawful for any person to corruptly combine, collude or conspire with one or more other persons with respect to the purchasing or supplying of commodities or printing to the state under the provisions of this article if the purpose or effect of such combination, collusion or conspiracy is either to (1) lessen competition among prospective vendors, or (2) cause the state to pay a higher price for such commodities or printing than would be or would have been paid in the absence of such combination, collusion or conspiracy, or (3) cause one prospective vendor or vendors to be preferred over one or more other prospective vendor or vendors. Any person who violates any provision of this section shall be guilty of a felony, and, upon conviction thereof, shall be confined in the penitentiary not less than one nor more than five years, and be fined not exceeding five thousand dollars."

West Virginia Code § 6B-2-5(b)(1): "A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person."

West Virginia Code § 6B-2-5(d)(1): "[N]o elected or appointed public official or public employee or member of his or her immediate family or business with which he or she is associated may be a party to or have an interest in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control"

The individual(s) listed below have been charged to evaluate or serve as members or advisors of an evaluation committee for the solicitation as specified [Equipment Rental]

By signing this form, each individual acknowledges that: (1) his or her service on the evaluation committee is not in violation of West Virginia Code § 5A-3-31, § 6B-2-5, or any other relevant code section; (2) his or her service on the evaluation committee does not create a conflict of interest with any of the participating vendors; and (3) he or she has not had or will not have contact relating to the solicitation identified above with any participating vendors between the time of the bid opening and the award recommendation without prior approval of the Purchasing Division.

Name/Title	Agency	Signature	Date
Zack Brown / ERPM	WVDNR / WRS	Zack Brown	1/16/13

Revised June 8, 2011

Company	Type	Equipment	Transportation	Total	Grand Total	Preference Claimed	Adjusted Total
leslie					21980	0.05	20881
	Dozer	5500	600	6100			
	long stick wheelloader	7500	780	8280			
		7000	600	7600			
Walker CAT					29000	0.05	27550
	Dozer	4470	880	5350			
	long stick wheelloader	8750	2530	11280			
		10500	1870	12370			
State equip					17000	0.05	16150
	Dozer	3000	800	3800			
	long stick wheelloader	6800	1000	7800			
		4500	900	5400			

WV-43 (REV 12/2010)

Return by 6:00pm on 11/16/12

Req. No.

REQUEST FOR QUOTATIONS

THIS IS NOT AN ORDER

Date 10/30/12 Acct. No.

Bid To Be Delivered To:
Zack Brown, Capital Improvements Coordinator
324 4th Avenue
South Charleston, WV 25303

Vendor State Equipment

Address P.O Box 3939
Charleston, WV 25339

Telephone Number
() 304-776-4405

Goods/Services To Be Shipped To:
Oscar Vecellio
Job site approximately 2 miles south of
Bluestone Dam,
Hinton, WV

Delivery Requirements FEIN Terms Delivery Date F.O.B.

Item Number	Quantity	Description	Unit Price	Amount
1	1	Monthly Rental of a John Deere 660K Dozer with winch or equal, plus round trip transportation	3800 ⁰⁰	3800 ⁰⁰
2	1	Monthly Rental of a John Deere 210GL 60 foot Long Reach excavator or equal, plus round trip transportation	7800 ⁰⁰	7800 ⁰⁰
3	1	Monthly Rental of a John Deere 724K Wheel Loader or equal, plus round trip transportation	5400 ⁰⁰	5400 ⁰⁰

TOTAL \$ 17,000⁰⁰

GENERAL TERMS AND CONDITIONS: By signing this quotation, Vendor certifies that it has reviewed the attached Terms and Conditions, fully understand them, and agrees to be bound by their provisions.

Scott Brown

Vendor - Authorized Representative

Signature of Authorized Representative

Rev. 09/08

State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

- 1. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. Application is made for 5% resident vendor preference for the reason checked:
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

Under penalty of law for false swearing (*West Virginia Code*, §81-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: STATE EQUIPMENT Signed: [Signature]
 Date: 11/16/12 Title: PRESIDENT

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: State Equipment Inc

Authorized Signature: [Signature] Date: 11/16/12

State of West Virginia

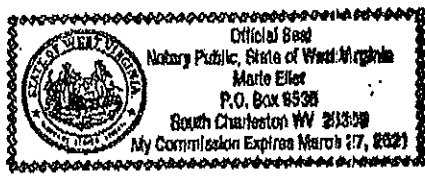
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 16th day of November, 2012

My Commission expires March 27, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC Maria Eiler



Return by 5:00pm on 11/16/12

Bid No. _____

REQUEST FOR QUOTATIONS

THIS IS NOT AN ORDER

Date: 10/30/12 Accl. No. _____

Bid To Be Delivered To:
 Zack Brown, Capital Improvements Coordinator
 324 4th Avenue
 South Charleston, WV 25303

Vendor: Leslie Equipment Company

Address:
 * P.O. Box 1220
 Beaver, WV 25813

Telephone Number:
 * () 304-2551525

Goods/Services To Be Shipped To:
 Oscar Vacellia
 Job site approximately 2 miles south of
 Bluestone Dam,
 Hinton, WV

Delivery Requirements: _____ FEIN: _____ Terms: _____ Delivery Date: _____ F.O.B.: _____

Item Number	Quantity	Description	Unit Price	Amount
1	1	Monthly Rental of a John Deere 650K Dozer with winch or equal, plus round trip transportation		\$6,100 ⁰⁰
2	1	Monthly Rental of a John Deere 210GL 50 foot Long Reach excavator or equal, plus round trip transportation		\$8,280 ⁰⁰
3	1	Monthly Rental of a John Deere 724K Wheel Loader or equal, plus round trip transportation		\$7,600 ⁰⁰

TOTAL \$21,980⁰⁰

GENERAL TERMS AND CONDITIONS: By signing this quotation, Vendor certifies that it has reviewed the attached Terms and Conditions, fully understand them, and agrees to be bound by their provisions.


 Vendor - Authorized Representative

Paul Daniels
 Signature of Authorized Representative

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or; Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or; Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or;

- 2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or;

- 3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or;

- 4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or;

- 5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or;

- 6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

Return by 5:00pm on 11/16/12

Req. No.

REQUEST FOR QUOTATIONS

THIS IS NOT AN ORDER

Date
10/30/12

Acct. No.

Bid To Be Delivered To:
Zack Brown, Capital Improvements Coordinator
324 4th Avenue
South Charleston, WV 25303

Vendor
Walker Machinery Company

Address
P.O. Box 2427
Charleston, WV 25329

Telephone Number
() 304-949-6400

Goods/Services To Be Shipped To:
Oscar Vecello
Job site approximately 2 miles south of
Bluestone Dam.
Hinton, WV

Delivery Requirements	FEIN	Terms	Delivery Date	F.O.B.
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Item Number	Quantity	Description	Unit Price	Amount
1	1	Monthly Rental of a John Deere G50K Dozer with winch or equal, plus round trip transportation		5,350
2	1	Monthly Rental of a John Deere 210GL 50 foot Long Reach excavator or equal, plus round trip transportation		11,280
3	1	Monthly Rental of a John Deere 724K Wheel Loader or equal, plus round trip transportation		12,370

TOTAL \$29,000

GENERAL TERMS AND CONDITIONS: By signing this quotation, Vendor certifies that it has reviewed the attached Terms and Conditions, fully understand them, and agrees to be bound by their provisions.

Walker Machinery - Greg Calvert
Vendor - Authorized Representative

Greg Calvert
Signature of Authorized Representative

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. X Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

Bidder: Cecil I. Walker Machinery Co Signed: Greg Calvert
Date: 1-16-13 Title: Sales Representative

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.