

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

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

ROSS TAYLOR

CABINET SECRETARY

DAVID TINCHER

DIRECTOR

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

West Virginia Purchasing Division

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:

 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.

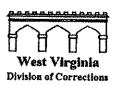
Pipestem State Park:

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

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	\$24,306,24	Aramark Correctional Services
	Total		\$86,590.98	

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

WV-48 (rev. 10/04)

State of West Virginia Purchasing Division

AGREEMENT

Purchase Order # COR61353-BCC	WVFIMS Account #			
TEAM Vendor # *216132816	WVFIMS Vendor # 570554			
ARAMARK Correctional Services 1 2300 Warrenville Rd, Dowers Center IL 60515 (Name and addres)	, agree to perform the following services			
for WV Division of Corrections at Beckley Correction	nal Center (BCC)-111 S. Eisenhower Dr. Beckley WV 25801			
To provide temporary food service supervisor to the Bec				
(001770 100				
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				
Completed and signed if the vendor. Please check the appropriate box below: I am not currently a full-time en I am currently a full-time employ It is hereby certified that the services to be per from the full-time duties of the employee	sibility of the vendor. The following certification must be or is a full-time employee of the State of West Virginia. Inployee of the State of West Virginia; ee of the State of West Virginia (complete certification below), formed under this agreement will not interfere with or detract and the amount of annual compensation received by med vendor) from the State of West Virginia for full-time			
employment during the current fiscal year will	De \$			
The vendor serves as	with the title of, certified by			
Attomey General, and available online at the Purchasing Division'	a State Government HIPAA Business Associate Addendum (BAA), approved by the sweb bits (http://www.state.wv.us/admin/purchase/vrs/hlpae.htm)ishereby he definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected			
APPROVED BY:				
Agency DIVISION OF CORRECTIONS	Vendor Aramark Correctional Services , LLC			
(Authorized September of Agency),	Deril			
TARCHASME & CONTRACTS MANAGE	23-2778485			
06-15-11	6/9/11			

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 lit 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 Gode.
- 11. TAXES: The State of West Virginia is exempt from federal and state taxes and will not pay or relimburse 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 Altorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipas.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 Projected 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 entitles.
- 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.

Rev. 8/09/10

WV-96 Rev. 10/07

AGREEMENT ADDENDUM

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

- 1 <u>DISPUTES</u> 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. H()1.1) 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 attears.
- 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 defered.
- 8. FISCAL YEAR PUNDING 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 available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penulty on June 30. After that date, the agreement becomes of no effect and is null und void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its hudget. Non-appropriation or non-funding shall not be considered an event of default.
- 4. 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 defelled. 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 detected. 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, IIC
Signed: Ad Odi	Signed: David Kinnel
TITLE: PURCHINSING & CONTRACTS MGR	Title: Vice President - Finance
Date: 06-15-11	Date: 6/9/1)

RFQ No.	
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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 yendor 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 promium, 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 countles 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 exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a verdor 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 ARAMARK Correctional Services, LLC Vendor's Name: Authorized Signature: County of Philadelphia, to-wit: Taken, subscribed, and swom to before me this PA day of JULIE My Commission expires November AFFIX SEALMENTEALTH OF PENNSYLVANIA **NOTARY PUBLIC** Notarial Seal Cheryl P. Grant, Notary Public City of Philadelphia, Philadelphia County My Commission Expires Nov. 12, 2012

Member, Pennsylvania Association of Notaries

Purchasing Affidavit (Revised 12/15/09)



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

STATE OF PENNSYLVANIA					
	NTY OF Philadelphia, TO-WIT:				
I,	David Kimmel, after being first duly sworn, depose and				
state	as follows:				
1.	I am an employee of; and,; and,				
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 a	above statements are sworn to under the penalty of perjury.				
	ARAMARK Correctional Services, LLC				
	(Company Name)				
	By: David Kimmel				
	Title: Vice President - Finance				
	Date: 6/9/11				
Take	n, subscribed and sworn to before me this 944 day of June 2011				
Ву С	ommission expires NOUcuber 12, 20/2 COMMONWEALTH OF PENNSYLVANIA AD				
(Sea	Manufal Soul				
COM	S AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO IPLY WITH WY CODE PROVISIONS. FAILURE TO INCLUDE THE IDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF				
THE	BID.				

Rev March 2009



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.
- <u>Term</u>: 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.
- <u>Price</u>: 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 Charget
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



• <u>Billing/Manner Of Payment</u>: 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.
- <u>Termination</u>: 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

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-,	•	



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

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	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



• <u>Billing/Manner Of Payment</u>: 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.
- <u>Termination</u>: 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: ______

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 entitles.
- 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.



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

h Advanced Archive Mulliple Names

Contact Information

Spot Hein Federali Service Desk

UC/WC Defaulted Accounts Search Results

Sorry, no records matching your criteria were found.

FEIN:

232778485

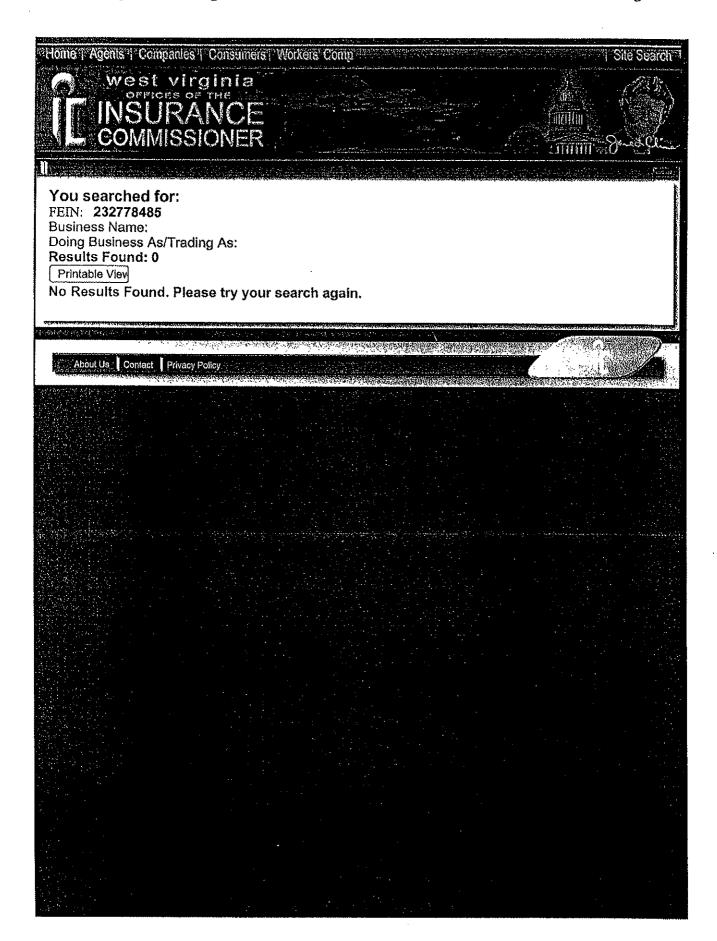
Business name:

ARAMARK CORRECTIONAL SERVICES

Doing business as/Trading as:

Please use your browsers back button to try again.

Workforceway
Compensation
Commension
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Commens



TEA THE MOTOR LANGUAGE AND

DBS PS

ORDER FROM VENDOR SETUP

VOS

NEXT FUNCTION: _____ ACTION: ____ 03/14/2011 15:42:54

PAY ENTITY : PUR

VENDOR NUMBER: *216132816

GROUP NUMBER : ARAMARKCORRECTI
VENDOR TYPE : D EDI/FAX CODE :

ORDER FROM NAME: ARAMARK CORRECTIONAL SERVICES FAX : ADDR LINE 1: 2300 WARRENVILLE RD PHONE :

PHONE : 630-271-2000 STATE CODE :

ADDR LINE 2:

POSTAL CODE : 60515 CITY/STATE: DOWNERS GROVE IL

FEIN OR SSN: 232778485 CONTACT: TOM BURNS OPT ADDR USE : OPT STATE CD : FAX NUMBER: 630-271-5758 OPT POSTAL CD:

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

WVFA278A FINANCIAL INFORMATION MANAGEMENT SYSTEM

WVFIMS INQUIRIES - VENDOR INQUIRY DETAIL

03/14/11

14:39:34

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):

- EXTENSION: PHONE NUMBER:

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

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 bee	n charged to evaluate or s	erve 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	Aclos 190.	6/15/11
		The off	

State of West Virginia Purchasing Division

AGREEMENT

Purchase O	rder#	COR613	53-BCC-2	WVFIMS	S Acco	unt#		
TEAM Vendor# *216132816		WVFIMS	WVFIMS Vendor#		105574			
I, ARAMA 2300 W	ARK Corr	ectional S Rd, Dow	ervices LLC ers Grove II 60515 (Name and authress)		,agre	ee to p	erform the following services	
for Beckley		tional Cen		S. Eisenhower D	r. Beck	(ley W	V 25801	
To extend the			pervisor position at the Be	ckley Correctional	Center.			
· · · · · · · · · · · · · · · · · · ·			Indicates assessment					
Date(s) of S	Service:	from	July 15, 2011		to		uary 12, 2012	
The rate of	pay shal	l be	759.57		рег	wee	<u>k</u>	
not to excee	ed \$	19,748.8			for the	entire	term of the contract.	
NOTE:	State a	nd is the	ravel must be incorporal sole responsibility of the lor is a full time employe	yendor. The fo	ilowing	certif	travel will be reimbursed by the içation must be completed and	
Please che	ck the ap	opropriate ot currenti	box below: y a full-time employee o	of the State of W	est Vir	ginia;		
	l am c	irrently a	full-time employee of the	e State of West	Virginia	a (com	plete certification below).	
It is hereby	certified	that the s	services to be performed	d under this agre	ement	will no	ot Interfere with or	
			es of the employee and					
		~ ~~	(above	named vendor)	from th	he Sta	te of West Virginia for full-time	
employmen	nt during	the curre	nt fiscal year will be \$	<u></u>	<u></u>		•	
The vendor	r serves	as		with the ti	tie			
certified by	,		(Position)					
•			(Supervisor's Signature)	dillana for Durchage	OrderiCo	otract		
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/edmin/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 Vendor ARAMARK Correctional Se					Correctional Services	PP(
Authorized Shreture of Agency)					0	zer,	(Vendor's Signeture)	
Purce	•	& Com		<u> </u>	23-2	2778	485	
T T		3 - 4	- 1)		8-3	?-//	ockil Security or F.EIN)	
	~~~~	×					(Nefo)	

RFQ No.	•
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#### 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 ilability 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 exceed 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

Member, Pennsylvania Association of Notaries

<i>L</i>
<b>1</b> Z

Purchasing Affidavit (Revised 12/15/09)



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

STATE		ENNSYLVANIA	
COUNT		HILADELPHIA	, TO-WIT:
	id Kimm s follows:		after being first duly sworn, depose and
			. and
4.5 4	i ain an c	imployed or	(Company Name)
2. 1	I do hereb	by attest that	(Company Name)
			drug free workplace policy and that such th <b>West Virginia Code</b> §21-1D-5.
The ab	ove state	ments are sworr	n to under the penalty of perjury.
			ARAMARK Correctional Services, LLC
			(Company Name)
			By: Atuml
			Title: Vice President - Finance
			Date: 8-3-//
Taken,	, subscrib	ed and sworn to	before me this <u>GRA</u> day of <u>August 2011</u>
By Cor	nmission	expires NOVE	wer 121 No 12
(Seal)	City of Pi My Com	WEALTH OF PENNSY Notarial Seat eryl P. Grant, Notary Public hiladelphia, Philadelphia C umission Expires Nov. 12,	county New (Notary Public)
Member, Pennsylvania Association of Notaries  THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO  COMPLY WITH WY CODE PROVISIONS. FAILURE TO INCLUDE THE  AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF			
THE B			Rev March 2009

#### WV-96 Rev. 10/07

#### AGREEMENT ADDENDUM

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

- 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.
- RECOUPMENT Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby decided.
- 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 REES 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 mult 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 bereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is rull and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 14. RICHT 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.
- 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
^	ARAMARK Correctional
Spending Unit: DIVISION OF CORRECTIONS	Company Name: Services, LLC
Signed: Ad Off	Signed: A Curil
THE PURCHASING & CONTRACTS MANAGER	Tide: Vice President - Finance
Date: 8-4-11	Date: 8-3-11

25:58 Friday, July 15, 2011

ID: KR#A318 STATE OF WEST VIRGINIA 07/15/11

FINANCIAL INFORMATION MANAGEMENT SYSTEM WVFA278A 13:25:46

PAGE: 01 WVFIMS INQUIRIES - VENDOR INQUIRY DETAIL

VENDOR ID: 0000105574

NAME: ARAMARK

LAST UPDATED: 08/17/2001 BEP-WCC DEFAULT: N NEW VEND ID:

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

.00 PAYMENTS YTD: .00 OUTSTANDING A P:

LAST AMOUNT: .00 .00 PREVIOUS FY PAYMENTS:

LAST WARRANT NUMBER: 1010096605 LAST PAY DATE: 07/14/2011

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

SUBRECIPIENT: N OVERRIDE ADDRESS: Y

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 be	een charged to evaluate	e or serve as members	or advisors of an evaluation	committee
for the solicitation as specified [	COR61353-BCC-2	1		

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	Adult's	8/4/11
			· ·
			l

WV-48 (rev. 08/2010)

# State of West Virginia Purchasing Division

# AGREEVENT

and the second of the second o	
Purchase Order # GOR61353-ECC-3	WYFIMS Account #
TEAM Vendor # *216132816	WVFINS Vendor # 105574
1101 Marke	et Street, Philadelphia, PA 19107 04
I, Aramark Correctional Services LLC 2300 Warrowille F	Ad Deweip Greve II. 60515. agree to perform the following services
for Beckley Correctional Center at 1/11 S. Elsenho	Wet Dr. Beckley WV 26801
To extend the temperary kitchen supervisor position at the	ne Beckley Correctional Center, or of services to be deformed
(Delated description	N. 01 sources 10 de Deuorina)
Date(s) of Service: from January 13, 2012	to June 18, 2012
The rate of pay shall be 759.67	per weeknot to exceed
	infire form of the contract.
to the Otela and is the extension	orporated into the vendor's fee. No travel will be reimbursed insibility of the vendor. The following certification must be for is a full-time employee of the State of West Virginia.
Please check the appropriate box below:	The Maria Committee of the Committee of
☐ I am not currently a full-time e	impleyee of the State of West Virginia;
lam currently a full-time emplo	oyee of the State of West Virginia (complete certification below).
from the full-time duties of the employe	erformed under this agreement will not interfere with or detract se and the amount of annual compensation received by lamed vandor) from the State of West Virginia for full-time
employment during the current fiscal year will b	oe\$The vendor serves as
with the title of	oe\$ .The vendor serves as
GENERAL TERMS AND CONDITIONS: The located on the Purchasing Division's website	e General Terms and Conditions for Purchase Order/Contract at http://www.sfate.wv.us/admin/purchase/vrc/POTandC.pdf, part of this egreement and are specifically incorporated herein by or certifies that it has reviewed the Terms and Conditions, fully
APPROVED BY:	A Consistent Sandand C
Agency Division of Corrections	Vendstr Aramark Correctional Services LLC
And Obi	23-2778486 (Vantor's Stynelure)
Purchasing & Contracts Manager	23-2778485 Sepurgy or FEIN)
1/5/12(12(0)	Jan W Joseph
(Dale)	그는 사람들은 사람들이 가는 그 살아 있다면 그는 그를 가장 하는 전쟁을 받는 것이 없다면 없었다.

#### 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, continuent upon lunds 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 monles due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
- 7. WARHANTY: The Seller expressly warrants that the goods and/or services povered by this order will;
  (a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and lit 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 Gode.
- 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 vender/contractor files for bankruptcy protection, the State may deem this contract null and yold, 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/hipas.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 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 policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information policies, procedures, and rules, vendor further agrees to comply with the Confidentiality Policies and Information policies, procedures, and rules, vendor further agrees to comply with the Confidentiality Policies and Information policies, procedures, and rules, vendor further agrees to comply with the Confidentiality Policies and Information policies, procedures, and rules.
- 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 spanding unit to verify that the vendor is licensed and in good standing with the above entitles.
- 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 ilxing 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 that this purchase order or contract is accepted or entered into without any vendor further certifies that this purchase order or contract is in all respects fair and without collusion or traud.

RFQ No.
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#### STATE OF WEST VIRGINIA Purchasing Division

# PURCHASING AFFIDA

West Virginia Code §5A-3-10a states: No contract or renewal of eny 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 of due and required to be paid to the state or any of its political subdivisions, including any interest of additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited tiability 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 aducation; 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 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 pusiness 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 exceed five percent of the total contract required. of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has confested 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 awearing (West Virginia Code \$61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this efficavit and is in compliance with the requirements as stated.

#### WITNESS THE FOLLOWING SIGNATURE

ADAMARK CORRECTIONAL SERVICES, LLC
Vendor's Name; ARAMARK CORRECTIONAL SERVICES, LLC
Date: 12-01-11
Authorized Signature: David Kimmel, Vice President Finance
State of Pennsylvania
Philadelphia
County of Philadelphia to-wit:
Taken, subscribed, and sworn to before me this 23 day of Allcenber 20 //
Taken, subscribed, and sworn to before me this day of
COMMONWEALTH OF PENNSYLVANIA
My Commission expires Notarial Seal
Mattle B. Wilson, Notary Public
City of Philadelphia, Philadelphia County
AFFIX SEAL FIERE PLY COMMISSION CAPITES CALL 20, 4040
Member: Penosylvania Association of Notaries

### WV-96 Rev. 10/07

#### AGREEMENT ADDENDUM

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

- DISPUTES Any references in the agreement to arbitration of 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. 1.
- HOLD HARMLESS Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety. 2.
- 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. 3.
- 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 docal 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 and the payers and the payers. 4. or any other party.
- PAYMENT Any references to prepayment are deleted. Payment will be in arrears. 5.
- INTEREST -Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum logal rate under West Virginia law. All other references to interest or late charges are deleted. 6.
- RECOUPMENT Any language in the agreement waiving the Agency's right to set-off, counterelaim, recoupment, or other defense is hereby deleted. 7.
- 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 in event of default. 8.
- 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. 9.
- 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. 10.
- 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. 11.
- 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. 12.
- 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 yold to the extent that it precludes any action for injury to persons or for damages to personal property. 13.
- RIGHT TO TERMINATE Agency shall have the right to ferminate 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. 14.
- 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 Yendor 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. 15.
- RENEWAL Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the 16.
- 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. 17.
- 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. 18.
- ACCELERATION Any reference to acceleration of payments in the event of default or non-funding is hereby deleted. 19.
- 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. 20.
- ents, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No

21. AMENDMENTS - All amendments, modifications, afterations or change amendment, modification, alteration or change may be made to this add and the Attorney General.	ges to the agreement written approval of the Purchasing Division
ACCEPTED BY: STATE OF WEST VIRGINIA	VENDOR ARAMARK Correctional
Spending Unit: DIVISION OF CORRECTIONS	Company Name: Services, LLC
Signed: PURCHASHG & CONTRACTS MGR	David Kimmel Title: Vice President Finance
Date: 1/5/12	Date: 12-21-11
Date.	
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### **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	n charged to evaluate or	serve as members o	r advisors of an evaluation o	committee
	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 Oji/Contract Manager	Corrections	Achargei	1/5/12
		3	
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### State of West Virginia Purchasing Division

# **AGREEMENT**

Purchase Order #COR61353-BCC-4	WVFIMS Account #
TEAM Vendor # 216132816	WVFIMS Vendor # 106382
for Beckley Correctional Center at	t Market Street, Philadelphia, PA 19107, agree to perform the following services 11 E. Elsenhower Drive, Beckley, WV 25801 or position at the Beckley Correctional Center.
Date(s) of Service: from June 16, 201	2 to January 12, 2013
The rate of pay shall be 758.23	
\$ 16.710.54	for the entire term of the contract.
by the State and is the	ust be incorporated into the vendor's fee. No travel will be reimbursed sole responsibility of the vendor. The following certification must be 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 servi-	es to be performed under this agreement will not interfere with or detract
	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 fisc	Juane will had The yondergonise se
with the title of	certified by (Superisor's Species)
	(Supervisor's Signaturo)
located on the Purchasing Division ("Terms and Conditions") are here	TIONS: The General Terms and Conditions for Purchase Order/Contract is website at <a href="http://www.state.wv.us/admin/purchase/vrc/POTandC.pdf">http://www.state.wv.us/admin/purchase/vrc/POTandC.pdf</a> , by made a part of this agreement and are specifically incorporated herein by ent, Vendor certifies that it has reviewed the Terms and Conditions, fully a bound by their provisions.
APPROVED BY:	
Agency Wy DIVISION OF CORRECT	ONS Vendor ARAMARK CORRECTIONAL SERVICES LLC
Ad Où	Alumb
PURCHASING & CONTRACTS MA	AGER 23-2778-855
n6-19-79	1 - 1 L Soole Source FEIN)

# 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 Orders/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 Orders/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 tree 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 relmburse 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 liles 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/vro/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 fenders 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.

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#### 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 debter 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 exceed 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: _	During	Date: _	6-14-12
State of PENNSYLVANIA		14	a es ant <b>•</b>
County of PHILADELPHIA	to-wit:		
Taken, subscribed, and	sworn to before me this (# day	or June	. 20/2
My Commission expires	November 12	20/2.	( ) A
AFFIX SEAL HERE		NOTARY PUBLIC	My rest
Che City of Ph My Com	NEALTH OF PENNSYLVANIA Notarial Seal ryl P. Grant, Notary Public illadelphia, Philadelphia County mission Expires Nov. 12, 2012 nosylvania Association of Notaries		

Purchasing Affidavit (Revised 12/15/09)

#### AGREEMENT ADDENDUM

WV-96 Rev. 10/07

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

- 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.
- 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 puy taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
- PAYMENT Any references to prepayment are deleted. Payment will be in arrears.
- 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
- 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 effoct and is null and void. However, the Agreemy 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.
- 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. <u>LIMITATION OF LIABILITY</u> The Agency, as a State circly, 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.
- AMENDMENTS All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No
  antendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division
  and the Atomyor General.

ACCEPTED BY	
ACCEPTED BY: STATE OF WEST VIRGINIA	VENDOR
Spending Unit: DIVISION OF CORRECTIONS	Company Name: ARAMARK CORRECTIONAL SERVICES LLC
Signod: Ad Oil	Signod: Daniel
Title: PURCHASING & CONTRACTS MANAGER	Title: VICE PRESIDENT - FINANCE
Date: 06-19-12	Date: 6-14-18
	Date:



# 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 KIMMBL., after being first duly sworn, depose and
state as follows:
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 <b>West Virginia Code</b> §21-1D-5.
The above statements are sworn to under the penalty of perjury.
ARAMARK CORRECTIONAL SERVICES, LLC
(Company Name)
× × × ×
By: Atum
Title: VICE PRESIDENT - FINANCE
Date: 6.14-18
Taken, subscribed and sworn to before me this Me day of Skar XXIZ.
By Commission expires November 12, 2012
(Seal)  Notarial Seal Cheryl P. Grant, Notary Public City of Philadelphia, Philadelphia County My Commission Expires Nov. 12, 2012  COMMONWEALTH OF PENNSYLVANIA  (Notary Public)
THIS AFFIDAVITY MUST ASSOCIATED WITH THE BID IN ORDER TO COMPLY WITH WY CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF
THE BID.  Rev March 2009



## **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 se	rve as members or advisors of an evaluation committee
for the solicitation as specified [COR61353-BCC-4	13.

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	AdveG;	6/18/12
		W0000000	

WV-48 (rev. 06/08/12)

## State of West Virginia Purchasing Division

## AGREEMENT

Purchase Order # COR61353-PBCC	WVFIMS Account #
TEAM Vendor # 216132816	WVFIMS Vendor # 106382
for Parkersburg Correctional Ctr at 225 Holiday Hills To provide 2 front line associates to oversee food service on a temporary basis until the new DOC-wide food services.	Control of the Parkersburg Correctional Center (PBCC)  Of the betalarmed of the Parkersburg Correctional Center (PBCC)
PBCC is a new correctional center in Wood County sch	neduled to open on or around mid to late August 2012.
Date(s) of Service: from August 1, 2012	
The rate of pay shall be \$6,076.56	per month not to exceed 3
\$ 24,306.24 for the entire	e term of the contract.
by the State and is the sole responsi	orated into the vendor's fee. No travel will be reimbursed bility of the vendor. The following certification must be is a full-time employee of the State of West Virginia.
☐ I am currently a full-time employee	loyee of the State of West Virginia; of the State of West Virginia (complete certification below).
It is hereby certified that the services to be perio	rmed under this agreement will not interfere with or detract
from the full-time duties of the employee a	and the amount of annual compensation received by ed vendor) from the State of West Virginia for full-time
and a second decimal the assessed flooring and the C	Theyendorservesas
with the title of	contified by
with the are or	(Supervisor's Signature)
and Conditions located on the Purchasing Divis	eral Terms and Conditions for Agency Delegated Master Terms sion's website at <a href="http://www.state.wv.us/admin/purchase/">http://www.state.wv.us/admin/purchase/</a> ade a part of this agreement and are specifically incorporated ador certifies that it has reviewed the Terms and Conditions, fully eir provisions.
APPROVED BY:	Annual or the second
Agency Division of Corrections	Vendor ARAMARK Correctional Services, LLC
Ad Phi	Denie
PURCHASING & CONTRACTS MANAGET	23-2778485 (Sodial Security or FEIN)
9-4-19	

ř.

19

### AGREEMENT ADDENDUM

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WV-96 Rev. 9/11

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

- 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 hamless any party is hereby deleted in its entirety.
- 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. <u>VISCAL YEAR RUNDING</u> Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement continued upon finds 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 panalty 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 communicated 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 BERVICES 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. KEES 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 aution for injury to persons or for damages to personal property.
- 14. RIGHTTO 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 Vandor for armal 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,
- 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. CONKIDENTIALITY -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	YENDOR	
Spending Unit: DINISION OF CORRECTIONS	Company Name: _	ARAMARK Correctional Services, LLC
Signed: Ad OH	Signed:	buil
Title: Purcitising & Contracts Maninger	Title: VP	- Finance
9-4-12	. 8	12/12
Date: / / /	Date:	

RFQ N	lo	
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#### 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 tex 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:**

11.4

"Debt" means any assessment, premium, panalty, 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, ilmited 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 exceed 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 §51-5-3) 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:

Authorized Signature: Device David Kimmel, VP - Finance  State of Pennsylvania  County of Philadelphia to-wit:	Vendor's Name: ARAI	MARK Correctional Services, LLC	
State of Pennsylvania  County of Philadelphia to-wit:	<u> </u>	Dete: 8/2/12	
State of Pennsylvania  County of Philadelphia to-wit:	4		
Optimy of	manager of the contract of the contract of	Contracting the second	
1 Miller of 121	County of	, , , ,	
Taken, subscribed, and sworn to before me this 2 day of	Taken, subscribed, and sw	worn to before me this Zanday of	
My Commission expires COMMONWEALTH OF PENNSYLVANIA 20		COMMONWEALTH OF PENNSYLVANIA 120	
AFFIX SEAL HERE  Mattle B. Wilson, Notary Public City of Philadelphia, Philadelphia County My Commission Expres Oct. 28, 2000 TARY PUBLIC  Mattle B. Wilson, Notary Public City of Philadelphia, Philadelphia County My Commission Expres Oct. 28, 2000 TARY PUBLIC  Mattle B. Wilson, Notary Public City of Philadelphia, Philadelphia County My Commission Expression County My Commission County My Count	AFFIX SEAL HERE	Mattle B. Wilson, Notary Public City of Philadelphia, Philadelphia County My Commission Expires Oct. 28, 2000 TARY PUBLIC	ilson

Purchasing Affidavit (Revised 07/01/2012)

:39 Wednesday, December 19, 2012

DBS PS

ORDER FROM VENDOR SETUP

VOS

12/19/2012 09:52:53 NEXT FUNCTION: ____ ACTION: ____

PAY ENTITY : PUR

VENDOR NUMBER: *504134016

GROUP NUMBER :

SHORT NAME : ARAMARKMANAGEME

EDI/FAX CODE : VENDOR TYPE : D

ORDER FROM NAME: ARAMARK MANAGEMENT SVCS LP FAX

: 724-689-9446 PHONE : STATE CODE : ADDR LINE 1: 1101 MARKET ST 22ND FLR

ADDR LINE 2:

POSTAL CODE : 19107

CITY/STATE: PHILADELPHIA PA
FEIN OR SSN: 363797749
CONTACT: MATTHEW CAMPISE SR MGR
FAX NUMBER: 800-920-9449 OPT ADDR USE : OPT STATE CD : OPT POSTAL CD:

PAYMENT TERMS :

ORDER HOLD: STATUS:

--- CONSOLIDATED REPORTING INFORMATION ---

PAY ENTITY : VENDOR NUMBER: GROUP NUMBER :

:55 Wednesday, December 19, 2012

ID: KR#A318

STATE OF WEST VIRGINIA

12/19/12

WVFA278A

FINANCIAL INFORMATION MANAGEMENT SYSTEM

09:48:53 PAGE: 01

VENDORS

- VENDOR INQUIRY DETAIL

VENDOR ID: 0000106382

NAME: ARAMARK MANAGEMENT SERVICES LP

NEW VEND ID:

LAST UPDATED: 04/19/2012 BEP-WCC DEFAULT: N

FEIN OR SSN: F (F OR S) VENDOR STATUS: Y
FEIN SSN : 363797749 BRANCH CODE: 00 BUSINESS DESIGNATION: PA

DOING BUSINESS AS:

CONTACT NAME (FIRST, MI, LAST):

PHONE NUMBER: 215 238 - 3000 EXTENSION:

STREET ADDRESS: 24818 NETWORK PLACE

CITY: CHICAGO

ADDR TYPE: R (R OR O) STATE: IL ZIP-CODE: 60673 1248 COUNTRY: USA

.00 PAYMENTS YTD:

OUTSTANDING A P: PREVIOUS FY PAYMENTS:

.00

LAST AMOUNT:

LAST WARRANT NUMBER: 1011900625

LAST PAY DATE: 12/10/2012

MAILING DATE: 09/22/94 MAIL RESPONSE DATE: 09/27/11

OVERRIDE ADDRESS:

SUBRECIPIENT: N

NEXT:

PF1 =HELP

PF3 =END PF4 =MENU

# UC/WC Defaulted Accounts Search Results Sorry, no records matching your criteria were found.

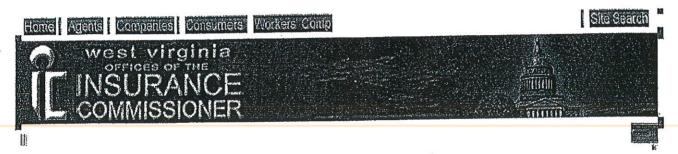
FEIN:

363797749

Business name: Doing business as/Trading as:

Please use your browsers back button to try again.

WorkforceWV Unemployment Offices of the Insurance Commissioner



#### You searched for:

FEIN: 363797749 Business Name:

Doing Business As/Trading As:

Results Found: 0

No Results Found. Please try your search again.

About Us | Contact | Privacy Policy



# West Virginia Secretary of State — Online Data Services

## **Business & Licensing**

Online Data Services Help

## **Business Organization Detail**

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## ARAMARK MANAGEMENT SERVICES LIMITED PARTNERSHIP

Organization	Informatio	n					
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		9 37 8	

Business Purpose		Capital Stock		
Charter County		Control Number	0	
Charter State	DE	Excess Acres		
At Will Term	9 =	Member Managed	_	
At Will Term Years	-	Par Value	_	¥
Authorized Shares	-	2		



## **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-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	Adverti	9/4/12
		C)	
363			



Copy Mike

### 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

Point Jezioro The Pil 3: 1,0

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

Chief of Administration

# State of West Virginia

State of West Virginia		Page 1 of Pages
Purchasing Division	<u> </u>	15 -1- 01 "
AGENCY PURCHASE ORDER	Date	Purchase Order#

WVFIMS Account#	i i i i i i i i i i i i i i i i i i i	es Section, 324 4th Ave., South	Spending Unit Name & Add			
3200-2013-630	03-248-121		WVDNR, Wildlife Resour			
Name & Address of V	/endor		Zack Brown, Capital Improvements Coordinator			
•			324 4th Ave South Charleston, WV 25	303		
Boxley						
P.O. Box 13527 Roanoke, VA 240	035-3527					
			Invoice in Quintuplicate to:			
			WVDNR, Wildlife Resour	ces Section		
			Zack Brown, Capital Impr 324 4th Ave	ovements Coo	ordinator	
			South Charleston, WV 25	303		
TEAM Vendor#			WVFIMS Vendor#			
709034703			0000061154			
Item Number	Quantity	Description		Unit Price	Amount	
1	780.14	Gabion Gravel	Type of Purchase		14354.58	
	ton	Gabion Gravei		18.40	14354.58	
		8				
2	102.37	3" Crusher Run Gravel		17.40	1781.24	
_	ton	o Grasher Hair Graver		17.40	1701,24	
NOTE: Thi	s Purchase Or	der is Limited to \$25,000 in Any One 12	Month Period			
		n for shipment of the commodities listed here	***************************************	TOTAL A	10.105	
			an paradum to mo terms blu.	TOTAL \$	16,135.82	
Agency Delegated Ma	ster Terms and	The General Terms and Conditions Conditions located on the Purchasing				
vision's website at h	ttp://www.state	e.wv.us/admin/purchase/TCA.pdf, ade a part of this agreement and are	A	ou Clanatura		
ecifically incorporated	herein by refer	rence.	Agen	cy Signature		
			Toloni	none 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			Andrew Control of the

Business Purpose		Capital Stock		
Charter County		Control Number	46882	
Charter State	DE	Excess Acres		***************************************
At Will Term	Α	Member Managed	MBR	
At Will Term Years		Par Value		
Authorized Shares	•	Part of Manager and Control of Co	-	

Туре	Address	
Designated Office Address	HC 40 BOX 49 LEWISBURG, WV, 24901 USA	The second of th
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	***************************************
Гуре	Address	

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

1	<b>}</b>
Date	Amendment
L	

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	

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

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

FEIN:

# UC/WC Defaulted Accounts Search Results Sorry, no records matching your criteria were found.

	J, 110 100¢	71 MO 111M	· G	y COL CLI	· WXXG	V1 01 C	, 1.C.		
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name:									
siness									

Doing business as/Trading as:		
Plea	ase use your browsers back	button to try again.
WorkforceWV	<u>Unemployment</u> <u>Compensation</u>	Offices of the Insurance Commissioner

#### 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 'ENDOR TYPE : D 

 MENDOR TYPE : D
 D

 ORDER FROM NAME: BOXLEY AGGREGATES OF WV LLC
 FAX : FAX : PHONE : STATE CODE :

 EDI/FAX CODE :

304-877-5563

STATE CODE : CITY/STATE: MT HOPE WV POSTAL CODE : 25880

FEIN OR SSN: 010640503 CONTACT: DOUG CANTERBURY OPT ADDR USE : OPT STATE CD : OPT POSTAL CD: FAX NUMBER:

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 13:59:19 FINANCIAL INFORMATION MANAGEMENT SYSTEM WVFA278A

** NAIN MENU ** - YENDOR INQUIRY DETAIL

VENDOR ID: 0000061154

NAME: BOXLEY AGGREGATES OF WV LLC

NEW YEND 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, HI, 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: LAST PAY DATE: 01/15/2013

LAST WARRANT NUMBER: 1012000319
HAILING DATE: 08/20/94 MAIL RESPONSE DATE: 10/19/06

OVERRIDE ADDRESS: N SUBRECIPIENT: N

TX3K

PF1 =HELP PF4 =MENU PF3 =END

PF7 =BKWD PF8 =FWD



## **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 ha	eve been charged to eva	aluate or serve as mem	nbers or advisors of an e	valuation committee
for the solicitation as specified [				

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
Zeele Brown / ERPM1	WVDN RJWRS	Zuch Row	1/16/13
		A CONTRACTOR OF THE CONTRACTOR	
]			

Company	Туре	Total	Grand Total Preference Claimed	Adjusted Total
Greystone			\$60.00	\$60.00
	11/2"	\$20.00		
	3".	\$20.00		Man 11 17 17 American state of the last of
	4-6"	\$20.00		The foliation than the same of
Pounding Mill			\$53.20	\$53.20
	111/2"	\$17.40		
	3,,	\$17.40		
	4-6"	\$18.40		
Boxley			\$52.30	\$49.69
	11/2"	\$16.50		
	3#	\$17.40		THE RESIDENCE AND PARTY OF THE
	.4-6"	\$18.40		

WV-43	ific V.	1200	ı۸۱

WV-43 (REV. 12/2016)				Retum b	v		[5	k(a	<del></del>
				5:00pn		n 11/16/12	Ked	.No.	
	STFOR		OTATIONS	•	Date 10/30/	12	Acc	i. No.	
	11113 10 100	, 7/14 C	MULN		Bid To Be Delivered To:  Zack Brown, Capital Improvements Coodinator 324 4th Avenue South Charleston, WV 25303				
Vendor Boxley									
Address  HC 40 Box 49 Lewisburg, WV24901					Goods/Services To Be Shipped To: Oscar Vecellio Job site approximately 2 miles south of Bluestone Dam. Hinton, WV				
Telephone Number  • ( ) 304-392-5872									
Delivory Requirements FEIN Terms			Terms	Delivery Date F.O.B.					
Item Number	Quantity		Ū	escription	************		Unit I	oohr	Amount
1	1 ton	1 1/2 appro	inch crusher run gra xlmate 2 miles upstr	vel, delivered eam of Blues	to job si lone Da	lte m	- ها ا	50	
2	1 Ion	3 inch 2 mile	crusher run gravel, s upstream of Blues	delivered to j Ione Dam	ob site a	pproximate	יזדו	40	
3	1 fon	4-6 in miles	ch gabion stone, deli upstream of Blueston	ivered to job ene Dam	site appi	oximate 2	18.		\$

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.

Boyley Aggregates of WY, LLC Daug Canterbury Vandor - 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,
***************************************	Bildder 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,
falsefession	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,
	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.
requiren against	inderstands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency sted from any unpaid balance on the contract or purchase order.
authorize the requ	dission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid fired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
and acc	enalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true urate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidder:	Boxley Aggregates of WYLLEGENED: Day Cutation
Date:	1-14-13 Title: Sales MANAger
Check an	y 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 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 exceed 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.

Vendor's Name: Boxley Aggregates of WV, LLC

Authorized Signature: Date: 1-14-13

State of West Virginia

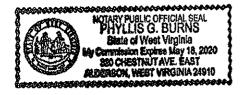
County of Greenbrier, to-wit:

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

My Commission expires May 18, 2020

AFFIX SEAL HERE

NOTARY PUBLIC May 5 May 18



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 Clevingar

Signature of Culhorized Representative

TOTAL

## 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.

DIVISIO	we assure the determination of the Lapidette actions are determined in abbusers.
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,
	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.
requiren against :	inderstands if the Secretary of Revenue determines that a Bidder receiving preference has falled to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency sted from any unpaid balance on the contract or purchase order.
authorize the requi	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and as the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid ired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
and acc	enalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true urate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
mar and	Parel: Mill A. Com and A. C.

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

YYY#3 (REV. 12/2010)				Return	bv		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		
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d if he did to	THIS IS NO	OT ALL	UOTATION	5	10/30	1/12	Acol, No.		
	THIS IS NO	OLAN	ORDER		-	10/30/12 Bid To Be Delivered To:			
Vandor					Zaci 324		tal improveme	nts Coodina(o	
Vendor Greyslane Quarry									
Address					Goods	Candana T. N.	Oll was	A	
* P.O. Box 490 White Sulphur Springs, WV 24986						Goods/Services To Be Shipped To:  Oscar Vecellio  Job site approximately 2 miles south of Bluestone Dam.  Hinton, WV			
	304-645-2277	7							
Pelivery Roquirements			FEIN	Torns		Dolivery Date	(f.O.B.	Andres Special Company of the Second Second	
itom Number	Quantity		1	Pescription		L	Unit Price	Amount	
1:	1 ton	1 1/2 appro	inch crusher run gra xlmate 2 miles upstr	vel, delivered eam of Blues	to job si tone Dai	ite n	20.00	T KIT YELL	
2	1 Ion	3 Inch crusher run gravel, delivered to jo 2 miles upstream of Bluestone Dam			ob elte a	pproximate	2000		
i	1 ton	4-6 inch gablon stone, delivered to job site a miles upstream of Bluestone Dam			ite appr	oximate 2	20.00		
		in the second							
		****						······	
							TOTAL 5		

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

Vendor - Authorized Representative

Signature of Authorized Representative

## State of West Virginia

# VENDOR PREFERENCE CERTIFICATE

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	reference, if applicable.
1.	Application is made for 2.6% 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 headquerters 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 bidder is a nonresident vendor which has an effiliate 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.	years immediately preceding the date of this certification; or,  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 residente 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 pertifies 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 meals either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated phoner 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,
	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 perpent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
requirem egainst s or deduc	neerstands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the neets for such preference, the Secretary may order the Director of Purchasing to; (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 6% of the bid amount and that such penalty will be paid to the contracting agency ted from any unpaid balance on the contract or purchase order.
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changes	enalty of law for false swearing (West Virginia Gode, §61-5-3), Bidder hereby certifies that this certificate is true trate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidder;_	Signed: Ilesan Hardinan
Date:	Title: QR Clas Q
*Check any	combination of preference consideration(a) indicated above, which you are antilled to receive.

# State of West Virginia

State of West Virginia		Page 1 of Pages
Purchasing Division  AGENCY PURCHASE ORDER	Date	Purchase Order#

Department or Institution WVDNR Wildlife	e Resource	es Section, 324 4th Ave., Sout	th Charleston, WV 25	303	
WVFIMS Account#	3_2/8_121		Spending Unit Name & Addr WVDNR, Wildlife Resource		
3200-2013-6303-248-121 Name & Address of Vendor  *		Zack Brown, Capital Impre		rdinator	
			324 4th Ave South Charleston, WV 25	303	
Summers Concrete	e & Supply				
P.O. Drawer 38 Hinton, WV 25951					
			Invoice in Quintuplicate to: WVDNR, Wildlife Resourc Zack Brown, Capital Impro 324 4th Ave South Charleston, WV 253	ovements Coo	rdinator
TEAM Vendor # 411153651			WVFIMS Vendor# 0000149563		
Item Number	Quantity	Description		Unit Price	Amount
1	116.5 yards	Type of Purcha	ase	123.55	14393.58
		der is Limited to \$25,000 in Any One 12			
ENERAL TERMS AND or Agency Delegated Mas ivision's website at ht	conditions: ster Terms and tp://www.state are hereby ma	on for shipment of the commodities listed here The General Terms and Conditions Conditions located on the Purchasing e.wv.us/admin/purchase/TCA.pdf, ide a part of this agreement and are rence.		TOTAL \$	14393.58
riginal - Vandor / Copy - Sn	endina Unit		Telept	one 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			

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		Excess Acres	0
At Will Term		Member Managed	
At Will Term Years		Par Value	1.0000
Authorized Shares	5000		

Туре	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	
Гуре	Address	······································

Officers	
Туре	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
Гуре	Name/Address

Annual Reports	
	ĺ

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	4900
	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	Туре	

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
Mara 1	

Business name: Doing business as/Trading as:

I	Please use your browsers back	button to try again.
WorkforceWV	Unemployment	Offices of the Insurance

Commissioner

Compensation

13:58:38 Wednesday, January 16, 2013

ID: NR#8058 STATE OF WEST VIRGINIA 01/16/13 WYFA278A 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) YENDOR 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

DBS PS

ORDER FROM VENDOR SETUP

VOS

NEXT FUNCTION: ACTION:

01/16/2013 13:57:48

PAY ENTITY : PUR

VENDOR NUMBER : *411153651

GROUP NUMBER : SUMMERSCONCRETE VENDOR TYPE : M

EDI/FAX CODE : ORDER FROM NAME: SUMMERS CONCRETE INC ADDR LINE 1: PO DRAWER 38

FAX : PHONE : : 304-466-1610

ADDR LINE 2:

CITY/STATE: HINTON WV
FEIN OR SSN: 550721331
CONTACT: FRANK MANSFIELD

STATE CODE : POSTAL CODE : 25951 STATE CODE

OPT ADDR USE : OPT STATE CD :

FAX NUMBER: 304-466-6200

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 knowlingly 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	s members or advisors of an evaluatio	on committee
for the solicitation as specified [ Cov	rrete		

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
Zeck Oroun/ ERPM1	WUONR/WRS	rack Room	1/16/13
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Summers Concrete			¢2/3 10
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GENERAL TERMS AND CONDITIONS: By signing this quotation, Vender cartifles that it has reviewed the attached Terms and Conditions, fully understand them, and agrees to be bound by their provisions.

Vendor - Authorized Programmative

Synature of Aylinorized Representative

TOTAL

Rev. 09/08

#### State of West Virginia

#### VENDOR PREFERENCE CERTIFICATE

Cartification 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 pertnership, 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 headqueriers 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 6% resident vandor 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,
<b>5.</b>	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,
8.	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 u requiren against :	inderstands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency sted from any unpaid balance on the contract or purchase order.
ho requi	dission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid fred business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
hanges	enally of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true urate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate during the term of the contract, Bidder will notify the Purchasing Division in writing imprediately.
	Summers Concrete signed: Johnny Mansfell
ate:	1-15-2013 This Torasurer
	combination of preference consideration(s) indicated above, which you are applicat to receive

0028-884-806 CAICE GEORGEOVED 20.q rootroo.n rasm

RFQ 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 ite political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently definquent 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 asparate 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 of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pureuent 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 Coxet	Ed-Supply Inc
Authorized Signature: (Strang) Manual	Date: /-4-/3
State of wy	The state of the s
County of Summes to-wit-	3
Taken, subscribed, and sworn to before me this #	hday of JA4 . 20/3
My Commission expires 02/06	
AFFIX SEAL HERE	NOTARY PUBLIC Declared J. Flateren
OFFICIAL SEAL NOTARY PUBLIC STATE OF WEST VIRGINIA	
PETERS MICHAEL F. FLESHMAN S	

HOUTE 1, BOX 506-A HINTON, WY 28981 My commission expires Paticusty 6, 2014 3042520693

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GENERAL TERMS AND CONDITIONS: By signing this quotation, Vendor cartifies 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

Signature of Authorized Representative

# State of West Virginia

## **VENDOR PREFERENCE CERTIFICATE**

Certification and application* is hereby made for Preference in accordance with West Virginio 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 Bidder is an individual resident vendor and has re- ing the date of this certification; or, Bidder is a partnership, association or corporation business continuously in West Virginia for four (4 ownership interest of Bidder is held by another in maintained its headquarters or principal place of preceding the date of this certification; or, Bidder is a nonresident vendor which has an affilial and which has maintained its headquarters or principal years immediately preceding the date of this certification.	esided contin nesident ve 4) years Imm dividual, par of business ate or subsidi Incipal place	nuously in West Virg ndor and has maint ediately precading thership, association continuously in We ary which employs of business within	ginia for four (4) years immediately preced- alned its headquarters or principal place of the date of this certification; or 80% of the on or corporation resident vendor who has est Virginia for four (4) years immediately a minimum of one hundred state residents
2.	Application is made for 2.5% resident vendo Bidder is a resident vendor who certifies that, di working on the project being bid are residents of v immediately preceding submission of this bid; or	uring the life Vest Virginia	of the contract, or	average at least 75% of the employees
3,	Application is made for 2.5% resident vendor Bidder is a nonresident vendor employing a mini affiliate or subsidiary which maintains its headque minimum of one hundred state residents who ca employees or Bidder's affiliate's or subsidiary's a continuously for the two years immediately precedents.	imum of one uarters or pr rtifles that, d amployees a	hundred state res inclpal place of bu uring the life of the re residents of We	idents or is a nonresident vendor with an siness within West Virginia employing a contract, on average at least 75% of the est Virginia who have resided in the state
<u>4</u> ×	Application is made for 5% resident vendor p Bidder meets either the requirement of both subd	reference f ivisions (1) e	or the reason che nd (2) or subdivisio	acked: on (1) and (3) as stated above; or,
5.	Application is made for 3.5% resident vendor Bidder is an individual resident vendor who is a vete and has resided in West Virginia continuously f submitted; or,	eran of the U	nited States armed:	forces, the reserves or the National Guard
6.	Application is made for 3.5% resident vendor Bidder is a resident vendor who is a veteran of the purposes of producing or distributing the commodic continuously over the entire term of the project, or residents of West Virginia who have resided in the	e United Sta lties or comp on average e	les armed forces, t leting the project w t least seventy-five	he reserves or the National Guard, if, for hich is the subject of the vendor's bid and a percent of the vendor's employees are
requiren against:	inderstands if the Secretary of Revenue determinations for such preference, the Secretary may orde such Bidder in an amount not to exceed 6% of the state from any unpaid balance on the contract or pu	r the Directo bid amount :	r of Purchasing to: and that such pens	(a) reject the bid; or (b) essess a penalty
authorize the requ	nission of this certificate, Bidder agrees to disclose as the Department of Revenue to disclose to the Dir fred business taxes, provided that such informatio by the Tax Commissioner to be confidential.	ector of Purc	hasing appropriate	Information verifying that Bidder has paid
and acc	enalty of law for false swearing (West Virginia urate in all respecte; and that if a contract is a during the term of the contract, Bidder will n	issued to B	idder and if anyt	hing contained within this certificate
Bidder:	David Hill Concrete, Inc.	Signed:	Stores	H-10
Date:	11/02/12	Title:	Vice Preside	ent

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

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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

Rev. 09/08

#### State of West Virginia

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

	Blidder 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,
	Bilder 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 tife of the contract, on average at least 75% of the employees or Bidder's effiliate'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,
	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 confinuously for the four years immediately preceding the date on which the bid is submitted; or,
	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.
requirent against so or deduc	nderstands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency sted from any unpaid balance on the contract or purchase order.
authorize the requi deemed	hission of this certificate, Bicder agrees to disclose any reasonably requested information to the Purchasing Division and as the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid fred business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
and acc	enalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true urate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidder: _	EASTERN (movek signed: 71 lank fa-
Date:	1-14-13 Title: Office Mgr.
*Check an	y combination of preference consideration(s) indicated above, which you are antitled to raceive.

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304-262-0588

# State of West Virginia

	VCYPUR	ng Division CHASE ORDER	Dale	Purch	ase Order#
Department or Institut WVDNR Wildi		es Section, 324 4th Ave., South (			
WVFIMS Account# 3200-2013-630	n3-248-121	1	pending Unit Name & Add WDNR, Wildlife Resoul		
Name & Address of v  State Equipment P.O. Box 3939 Charleston, WV 2	/endor Inc.	Z:	ack Brown, Capital Imp 24 4th Ave outh Charleston, WV 25	rovements Cod	ordinator
Ghaneston, WV 2	2000	W Ze 32	voice in Quintuplicate to: VDNR, Wildlife Resour ack Brown, Capital Impo 24 4th Ave outh Charleston, WV 25	rovements Cod	ordinator
TEAM Vendor# 709054014			VFIMS Vendor# 000043289		
Item Number	Quantity	Description		Unit Price	Amoun
1 2 3	1	Type of Purchase Monthly rental of a John Deere 650K I equal, plus round trip transportation Monthly rental of a John Deere 210GL Reach Excavator or equal, plus round Monthly rental of a John Deere 724K I equal, plus round trip transportation	. 50 foot Long trip transportation	3800.00 7800.00 5400.00	3800.00 7800.00 5400.00
NDOR: This order is y NERAL TERMS AND Agency Delegated Ma ision's website at h	cour authorization CONDITIONS: ester Terms and outp://www.state	der is Limited to \$25,000 in Any One 12 Mon for shipment of the commodities ilsted herein poor the General Terms and Conditions Conditions located on the Purchasing a.wv.us/admin/purchase/TCA.pdf, de a part of this agreement and are	ursuant to the terms bid.	TOTAL \$	17,000.00

Addresses		
Туре	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	
Туре	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
Туре	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	Informatio	n					
Org Type	Effective Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C   Corporation	11/7/1985	11/7/1985	Domestic	Profit			***************************************

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	W	Excess Acres	0
At Will Term		Member Managed	
At Will Term Years	-	Par Value	700.0000
Authorized Shares	100		

1	
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
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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	Туре

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

Wednesday, January 16, 2013 — 2:22 PM

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#### UC/WC Defaulted Accounts Search Results

Sorry, no records matching your criteria were found.

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	Unemployment	Offices of the Insurance
WorkforceWV	Compensation	Commissioner

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** MAIN MENU ** - VENDOR INQUIRY DETAIL PAGE: 02

VENDOR ID: 0000043289

NAME: STATE EQUIPMENT INC

LAST UPDATED: 07/27/2001 BEP-WCC DEFAULT: N NEW VEND ID:

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

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

PAYMENTS YTD: OUTSTANDING A P: .00 LAST AMOUNT: PREVIOUS FY PAYMENTS: .00 .00

LAST PAY DATE: 01/15/2013 LAST WARRANT NUMBER: 7002301470

HAILING DATE: 07/18/01 HAIL RESPONSE DATE: 07/27/01

OVERRIDE ADDRESS: N SUBRECIPIENT: N

NEXT:

PF1 =HELP PF3 =END PF4 =MENU

PF7 =BKWD PF8 =FWD

DBS PS ORDER FROM VENDOR SETUP VOS 01/16/2013 13:57:27 NEXT FUNCTION: ____ ACTION: ___ 我们只见我们就是我们的,我们的对象是我们的,我们就是我们的,我们就会看到我们的的,我们就是我们的对象,我们就是我们的人,我们们就会会的人,我们们可以给我们的人 PAY ENTITY : PUR VENDOR NUMBER : *709054014 GROUP NUMBER : STATEEQUIPHENTI VENDOR TYPE : M EDI/FAX CODE : ORDER FROM NAME: STATE EQUIPMENT INC ADDR LINE 1: PO BOX 3939 FAX : PHONE : PHONE : 304-776-4406 STATE CODE : POSTAL CODE : 25339 ADDR LINE 2: CITY/STATE: CHARLESTON WV FEIN OR SSN: 550658298 OPT ADDR USE : CONTACT: TERRY LAMM
FAX NUMBER: 304-776-4409 OPT STATE CD : OPT POSTAL CD: PAYMENT TERMS: 005 STATUS: ORDER HOLD: NET 30 --- CONSOLIDATED REPORTING INFORMATION ---PAY ENTITY VENDOR NUMBER : GROUP NUMBER :



#### **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 . . . ."

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 bld opening and the award recommendation without prior approval of the Purchasing Division.

Name/Title	Agency	Signature	Date
Zick Brown/ERPM	WUONRWAS	Tuck Room	1/16/13
	···		

Company	Туре	Equipment	Transportation	Total	Grand Total	Equipment Transportation Total Grand Total Preference Claimed Adjusted Total	Adjusted Total	
leslie					21980	0.05		20881
	Dozer	5500		6100				
	long stick	7500	780	8280	***************************************			
	wheelloader	7000		7600			Andrea (m. 1900) and the state of the state	1
		-						
Walker CAT					29000	0.05		27550
	Dozer	4470		5350				2
	long stick	8750		2530 11280				
	wheelloader	10500		12370				
				‡ !				İ
State equip					17000	0.05		16150
	Dozer	3000	800	3800				
	long stick	9890		7800				
	wheelloader	4500	006	5400				

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WV-43 (REV 18/1010)			Return b 5:00ph		Req. No.	and the state of t	
REQUEST FOR QUOTATIONS				Dale 10/30/12	ale Acct. No.		
	THIS IS NOT	T AN ORDER		Bid To Be Delivered To: Zeck Brown, Capita 324 4th Avenue South Charleston, V		ents Coodinator	
Vendor State Ed	gulpment						
Address P.O Box 3939 Charleston, WV 25339  Telephone Number + ( ) 304-776-4405				Goods/Services To Se Shipped To:  Oscar Vecellic  Job site approximately 2 miles south of Bluestone Dam.  Hinton, WV			
Delivery Requirements	Annual metrolet and rever	FEIN	Tume	Delivery Date	F,C	),B	
liom Numbor	Quantity	<del> </del>	Description		Unit Price	, Amuunt	
1	1	Monthly Rental of a Joi equal, plus round trip t	rensportation	Dazer with winch or	3820°	3800°° 7800°° 5400°°	
3	1	Monthly Rental of a Joi excevator or equal, plu trionthly Rental of a Joi	s round trip trans	sportation	1800°	1800	
J		equal, plus round frip tr	ansportation	Meet Loader VI	TQTAL	\$ 17.000°	

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

Scall 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 préference 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 vencor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has mainteined 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:  Bldder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
6.	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,
•••••	Application is made for 3.5% resident vendor preference who is a veteran for the reason chacked: 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.
requirem against s	nderstands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a panalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency sted from any unpaid balance on the contract or purchase order.
authorize the requi	dission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and as the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid are disclose texts, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
and acc	enalty of law for false swearing (West Virginia Code, 561-5-3), Bidder hereby certifies that this certificate is true urate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate aduring the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidder:_	STATE EGUGARAT Signed:
Date:	11/16/12 Title: PRESTICENT
Check an	y combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ	No.	
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# STATE OF WEST VIRGINIA Purchasing Division

#### PURCHASING AFFIDAVIT

West Virginia Code §5.A-3-40a 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 deliars 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 (tability 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 affect 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 exceed 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 les or environmental fee or essessment 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 of Laurent Tor Authorized Signature: Date: 11/16/12 State of Wast Virainia County of Kanawhar, to-wit: Taken, subscribed, and sworn to before me this 16 day of Nonember 2013 My Commission expires Mach 27 2021. AFFIX SEAL HERE NOTARY PUBLIC Make County of Monte Public State of Wastington

Marte Ellet
P.O. Box 9536
Bouth Charteston WV 21339
My Commission Expires March 17, 8621

सुरु ६ वर्त रहे रहे १४५६ । व							
			Retism og 5:00pm		n 11/16/12	Pesa Ho.	
REQUEST FOR QUOTATIONS				Date Acct. No. 10/30/12			
·	THIS IS NO	T AN ORDER		Bid To Be Dalivered To.			
				324 4	Brown, Capilal Ir th Avenue Charleston, WV		nts Coodinator
Vendo: Lestie Ed	quipment Co	mpany					
Address				Goods/Services To the Shipper To			
* P.O Box 1220 Beaver, WV 25813				Oscar Vacellio Job site approximately 2 miles south of Bluestone Dam, Hinton, WV			
Telephone Number	04-2551525						
Delivery Requirements		FEIN	Terms		Osivery Date	F.O E	
Hem Number	Quantity		Description			Unit Price	Amount
1	1	Monthly Rental of a John equal, plus round trip to		Dozer wi	th winch or		#6,100°° #8,280°° #7,600°°
2	1	Monthly Rental of a John excavator or equal, plus					48,28000
3	1	Monthly Rental of a Johr equal, plus round trip tra	n Deere 724K \ nsportailon	Wheel Lo	pader or		#7,600 00
	· ;						
					•		:
					1		
					errengajorgalis-terren		

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

Vendor - Authorized Representative

Paul Daniels

TOTAL

Signature of Authorized Representative

1.

#### 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.

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

Date:	Title:
	Signed:
and acc	renalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate is during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
authorize the requ deemed	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid ired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
requirer against or deduc	underslands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to maet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency cted from any unpaid balance on the contract or purchase order.
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.
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,
<del>4</del> . <u>/</u> _	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,
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,
<u>-</u> X	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,
	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 had 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,
V	ing the date of this certification; or,

				•				
WV-43 (REV. 12/2010)		•	Return <u>5:00p</u>	by m on 11/16/12	Req. No.			
REQUEST FOR QUOTATIONS				Dale 10/30/12	Acct, No.			
	THIS IS NOT	TAN ORDER		Bid To Be Delivered To:				
				Zack Brown, Capita 324 4th Avenue South Charleston, V		nts Coodinator		
Vendor Walker	Machinery Co	ompańy						
	< 2427 ton, WV 253:	29		Goods/Services To Be S Oscar Vecelilo Job site approximat Bluestone Dam. Hinton, WV		outh of		
Telephone Number + ( ) 3	304-949-6400							
Celivery Requirements		FEIN	Terms	Delivery Date	F.O.5			
Hom Number	Quantity		Description		Unit Price	Amount		
1	1		of a John Deere 650K ad trip transportation	Dozer with winch or		5,350 11,280 12,370		
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			12.50			

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 Machiney - Grea Calvert Vendor - Authorized Representative

Signature of Authorized Representative

TOTAL

#### State of West Virginia

#### VENDOR PREFERENCE CERTIFICATE

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<del>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</del>	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,
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<u>4</u> 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 3.6% 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.
requirent against : or deduc	inderstands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency sted from any unpaid balance on the contract or purchase order.
authorize the required deemed	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid ired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
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Bidder:	Cocil I. Walker Machinery Co Signed: Story Callet
Date:	1-16-13 THIS Sales Representative

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