



State of West Virginia
Request For Quotation
Construction

Procurement Folder : 392452

Document Description : ADDENDUM No. 1 Conaway Run Dam Repairs

Procurement Type : Agency Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2017-12-06	2018-01-24 13:30:00	ARFQ 0310 DNR1800000021	2	Draft

SUBMIT RESPONSES TO:

BID RESPONSE
DIVISION OF NATURAL RESOURCES
PROPERTY & PROCUREMENT OFFICE
324 4TH AVE
SOUTH CHARLESTON
US

WV 25303-1228

VENDOR

Vendor Name, Address and Telephone

WISEMAN EXCAVATING, LLC
515 WISEMAN FARMS RD
LIBERTY, WV 25124

FOR INFORMATION CONTACT THE

Angela W Negley
(304) 558-3397
angela.w.negley@wv.gov

Signature

FEIN # 550678046

DATE 01/24/2018

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

Exhibit "A"
Pricing Pages 1/2

CONAWAY RUN DAM MODIFICATIONS
CONAWAY RUN WILDLIFE MANAGEMENT AREA

DATE: 1/24/18

NAME OF VENDOR: WISEMAN EXCAVATING, INC

The aforementioned, hereinafter called Vendor, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies and transportation and to perform all Work in accordance with the Bidding Documents within the time set forth for the sum of:

The Bidder is to summarize his bid prices below in both numbers and words for the Bid shown on the enclosed Bid Form. The Bidder will also complete the enclosed Bid Form in its entirety. The Bid Form includes both unit price and lump sum items (See Page 2/2).

BASE BID:

For the sum of: NINE HUNDRED SEVENTEEN THOUSAND NINE HUNDRED FIFTY FOUR DOLLARS

(\$ 917,954)

(Show amount in both words and numbers)

**EXHIBIT "A" - BID FORM - PRICING PAGES 2/2
CONAWAY RUN DAM MODIFICATIONS - REV. 0**

Prepared By: Civil Tech Engineering, Inc.
January 10, 2018

ITEM	DESCRIPTION	BID			
		QUANTITY	UNIT	COST/UNIT	EXTENDED PRICE (\$)
1.0	SURVEYING (Max. 5% of Contract)	1.0	LS	28,000 ⁻	28,000 ⁻
2.0	QUALITY CONTROL TESTING (Max. 5% of Contract)	1.0	LS	19,000 ⁻	19,000 ⁻
3.0	MOB/DEMOB (Max. 10% of Contract)	1.0	LS	20,000 ⁻	20,000 ⁻
4.0	CLEARING & GRUBBING (Borrow Area)	0.8	AC	5,000 ⁻	4,000 ⁻
5.0	PRINCIPAL SPILLWAY DEMOLITION	1.0	LS	10,000 ⁻	10,000 ⁻
6.0	EXCAVATION (Dam Only)	4865.0	CY	14 ⁻	68,110 ⁻
7.0	REINFORCED CONCRETE	22.0	CY	1,700 ⁻	37,400 ⁻
8.1	COHESIVE FILL	1041.0	CY	22 ⁻	22,902 ⁻
8.2	RANDOM FILL	7781.0	CY	12 ⁻	93,372 ⁻
9.1	COARSE FILTER	18.0	CY	115 ⁻	2,070 ⁻
9.2	FINE FILTER	342.0	CY	110 ⁻	37,620 ⁻
10.1	RIP RAP	213.0	CY	140 ⁻	29,820 ⁻
10.2	GROUTED RIP RAP	1520.0	CY	230 ⁻	349,600 ⁻
11.0	EROSION AND SEDIMENT CONTROL	1.0	LS	28,000 ⁻	28,000 ⁻
12.0	SEEDING, FERTILIZING, & MULCHING	3.6	AC	3,000 ⁻	10,800 ⁻
13.0	DEWATERING & WATER CONTROL	1.0	LS	70,000 ⁻	70,000 ⁻
14.1	CRUSHED STONE AGGREGATE	750.0	TN	50 ⁻	37,500 ⁻
14.2	NO. 1 STONE (Stablization)	250.0	TN	50 ⁻	12,500 ⁻
14.3	FISHERMAN'S TRAIL	405.0	LF	92 ⁻	37,260 ⁻

TOTAL BID PRICE

\$ 917,954⁻

The Contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the owner. The alternate bid items will be selected in the order indicated in the Form of Proposal.

OHIO FARMERS INSURANCE COMPANY

Westfield Group® 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Wiseman Excavating Inc.
515 Wiseman Farms Rd
Liberty, WV 25124

SURETY:

(Name, legal status and principal place of business)

OHIO FARMERS INSURANCE COMPANY
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

OWNER:

(Name, legal status and address)

State of West Virginia Division of Natural Resources Property and Procurement Office
324 4th avenue
South Charleston, WV

BOND AMOUNT: 5% of total bid

PROJECT:

(Name, location or address, and Project number, if any)

Conaway Dam Repairs, Tyler County, WV
Invitation# 0310 DNR180000021

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of January, 2018

Stacey Cole
Stacey Cole (Witness)

Stacey Cole
Stacey Cole (Witness)

Wiseman Excavating Inc
(Principal) (Seal)

By: Joe Wiseman
Joe Wiseman, President (Title)

OHIO FARMERS INSURANCE COMPANY
(Surety) (Seal)

By: Suzanne Nutter
Suzanne Nutter, Attorney in Fact (Title)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 12/14/17, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 4753262 12
Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
NEELY R. ARTHUR, JR., STACEY COLE, DAVID WEBB, J. CRAIG LETT, CRAIG KRENZEL, SUZANNE NUTTER, JOINTLY OR SEVERALLY

of WINFIELD and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 14th day of DECEMBER A.D., 2017 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 14th day of DECEMBER A.D., 2017 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 24th day of January A.D., 2018



Frank A. Carrino Secretary
Frank A. Carrino, Secretary

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

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

Contractor's Name: WISEMAN EXCAVATING, INC
Contractor's License No.: WV- WV043641

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

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one (1) business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

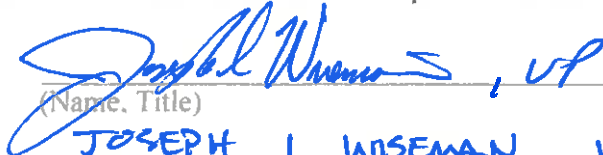
Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: WISEMAN EXCAVATING LLC

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

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.


(Name, Title)
JOSEPH I WISEMAN, VICE PRESIDENT
(Printed Name and Title)
515 WISEMAN FARMS ROAD LIBERTY, NV 25124
(Address)
304-586-3736, 304-586-3780
(Phone Number) / (Fax Number)
joewiseman6@gmail.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

WISEMAN EXCAVATING, LLC
(Company)


(Authorized Signature) (Representative Name, Title)

JOSEPH I WISEMAN, VICE PRESIDENT
(Printed Name and Title of Authorized Representative)

01/24/2018
(Date)

304-586-3736, 304-586-3780
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

WISEMAN EXCAVATING, INC
Company

Joseph Wiseman
Authorized Signature

01/24/2017
Date

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

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources -- Wildlife Resources Section
Dam Modification for Conaway Run Lake

and/or keys to perform service.

- 8.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee. if the cards or keys become lost or stolen.
- 8.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 8.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 8.5. Vendor shall inform all staff of Agency's security protocol and procedures.

11. MISCELLANEOUS:

- a. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: JOSEPH I. WISEMAN

Telephone Number: 304-553-3598

Fax Number: 304-586-3780

Email Address: jewiseman6@gmail.com



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

STATE OF WEST VIRGINIA,
COUNTY OF PUTNAM, TO-WIT:

I, JOSEPH I. WISEMAN, after being first duly sworn, depose and state as follows:

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

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

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

Printed Name: JOSEPH I WISEMAN

Signature: *Joseph Wiseman*

Title: VICE PRESIDENT

Company Name: WISEMAN EXCAVATING, INC

Date: 01/24/2018

Taken, subscribed and sworn to before me this 24th day of January, 2018.

By Commission expires July 23, 2023

(Seal)



Jane Lee Fix
(Notary Public)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: WISEMAN EXCAVATING, INC

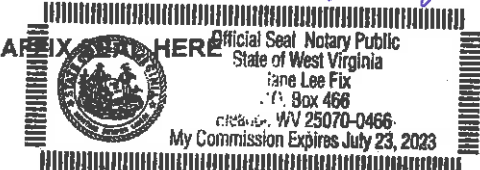
Authorized Signature: Joseph L. Wrenner Date: 01/24/2018

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 24 day of January, 2018

My Commission expires July 23, 2023



NOTARY PUBLIC Jane Lee Fix

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

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

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or "Interested parties" means:

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

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

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

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