

State of West Virginia Request for Quotation

Proc Folder: 31318

Doc Description: ADDENDUM NO 1- Demolition of old, and construction

Proc Type: Central Purchase Order

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2014-10-14
 2014-10-21 13:30:00
 CRFQ
 0310 DNR1500000028
 2

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Paramount Builders, LLC

501 6th Ave.

St. Albans, WV 25177

304-727-2770

10/21/14 01:07:57PM West Virginia Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Dean Wingerd (304) 558-0468

dean.c.wingerd@wv.gov

Signature X

FEIN# 550783089

DATE

10/21/2014

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

Page: 1

FORM ID: WV-PRC-CRFQ-001



State or west virginia Request for Quotation

Proc Folder: 31318

Doc Description: Demolition of old, and construction of new boat ramp

Proc Type: Central Purchase Order

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2014-09-15
 2014-10-21 | 13:30:00
 CRFQ
 0310 DNR1500000028
 1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

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VENDOR

Vendor Name, Address and Telephone Number:

Paramount Builders, LLC 501 6th Ave. St. Albans, WV 25177

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Signature X

FEIN # 550783089

DATE 10/21/2014

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS
324 4TH AVE	
SOUTH CHARLESTON WV25305	No City WV 99999
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Dock construction service	1.00000	LS		
1					

Comm Code	Manufacturer	Specification	Model #	
72141204				

Extended Description:

Demolition of existing and construction of new and upgraded boat ramp and associated courtesy dock at Buffalo, WV. BASE BID

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOL PARKS & RECREATION-PEM S		STATE OF WEST VIRO	
324 4TH AVE			· ·
SOUTH CHARLESTON	WV25305	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Dock construction service	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #	
72141204				
tige stocker de nestecon				

Extended Description:

Delete the demolition of the existing stairs; delete the contruction of upper stairs, relocation of the park sign, and repairs to the existing split rail fence as detailed in the construction documents. DEDUCTIVE ALTERNATE #1 REPLACE UPPER STAIRS

	Document Phase	Document Description	Page 3
DNR1500000028	Final	Demolition of old, and construction of new	of 3
		boat ramp	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Paramount Builders, LLC
501 6th Ave. St. Albans, WV 25177
304-727-2770
WV032815

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

Base Bid

The Base Bid consists of demolition of the old ramp, construction of a new ramp, boarding dock and access, and all related work.

Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers.

\$529,226.00

Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Five Hundred Twenty Nine Thousand Two Hundred Twenty Six Dollars and Zero Cents

The contract award shall be based on the lowest base bid.

The following Deductive Alternate Bid Items are to be included in the Base Bid. If the Deductive Alternate is selected by the Owner, the work described in the Deductive Alternate shall be deducted from the Contract and the amount indicated for the Deductive Alternate shall be deducted from the Base Bid. The cost for each alternate is the net deduction from the Base Bid to deduct the alternate from the Work. No other adjustments shall be made to the Base Bid or Contract amount.

Deductive Alternate #1 Replace Upper Stairs

Alternate #1: Delete the demolition of the existing stairs; delete the construction of upper stairs, relocation of the park sign, and repairs to the existing split rail fence as detailed in the construction documents, written in numbers.

- \$30,464.00

Alternate #1: Delete the demolition of the existing stairs; delete the construction of upper stairs, relocation of the park sign, and repairs to the existing split rail fence as detailed in the construction documents, written in words.

Deduct Thirty Thousand Four Hundred Sixty Four Dollars and Zero Cents

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.

PROGRESS PAYMENTS - The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting the WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the CONTRACT during the preceding month and the value thereof figured at the CONTRACT unit prices or based on the approved schedule of value. Should there be any doubt of the OWNER as to the integrity of any part of the COMPLETED work, the estimates for that portion will not be allowed modified by the CONTRACTOR accordingly. CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER.

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to and in accordance with Article 9 of A201-2007 Supplementary Conditions of the State of West Virginia will be deducted and retained by the OWNER until completion of the entire CONTRACT in an acceptable manner. The balance, less all previous payments, will be certified for payment by the OWNER.

When the WORK under contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name:	Para	amount Builders, LLC	
Contractor's License	No	WV032815	

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

- 2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-ID-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid 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.
- 3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the

CERTIFICATIONAND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained 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.

Paramount Builders, LLC

(Company)

, Derick Foster, President

(Authorized Signature) (Representative Name, Title)

304-727-2770, 304-727-0302, 10/21/2014

(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DNR1500000028

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.

			Numbers Received: ox next to each addendum rece	eive	d)	
1	[1]	Addendum No. 1	[]	Addendum No. 6
1	[]]	Addendum No. 2	ĺ	J	Addendum No. 7
(]	Addendum No. 3	Į]	Addendum No. 8
(I	Addendum No. 4	[]	Addendum No. 9
[]		Addendum No. 5	E]	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.

	Paramount Builders, LLC	
	Company	
De	X	
	Authorized Signature	
	10/21/2014	
	Date	

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

Revised 6/8/2012



State of West Virginia

PURCHASING DIVISION

Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

Errors That Shall Be Reason for Immediate Bid Disqualification

- 1. Failure to attend a mandatory pre-bid meeting
- 2. Failure to sign the bid
- 3. Failure to supply West Virginia contractor's license # on bid
- 4. Failure to supply a signed drug free workplace affidavit with the bid
- 5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
- 6. Failure to meet any mandatory requirement of the RFQ
- 7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
- 8. Failure to submit bid prior to the bid opening date and time
- 9. Federal debarment
- 10. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

- 1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
- 2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
- 3. Not registered as a vendor with the State (must be cured prior to award)
- 4. Failure to obtain required bonds and/or insurance
- 5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
- 6. Failure to use the provided RFQ form (only if stipulated as mandatory).

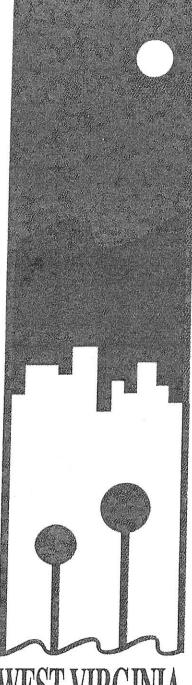


State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA,
COUNTY OF Kanawha , TO-WIT:
I,, after being first duly sworn, depose and state as follows:
1. I am an employee of Paramount Builders, LLC ; and, (Company Name)
2. I do hereby attest that Paramount Builders, LLC (Company Name)
maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D.
The above statements are sworn to under the penalty of perjury.
By: Dut
Title: President
Company Name: Paramount Builders, LLC
Date: 10/21/2014
Taken, subscribed and sworn to before me this 21st day of October , 2014 . By Commission expires Official Seal Notary Public, State of West Virginia Janette C. Peggs 210 5th Ave St. Albans, WV 25177 My Commission Expires March 13, 2019 (Notary Public)

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

BID SHALL RESULT IN DISQUALIFICATION OF THE BID.



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV032815

Classification:

GENERAL BUILDING SPECIALTY

> PARAMOUNT BUILDERS LLC DBA PARAMOUNT BUILDERS LLC 501 6TH AVENUE ST ALBANS, WV 25177

Date Issued

Expiration Date

JULY 30, 2014

JULY 30, 2015

Authorized Company Signature

Chair, West Virginia Contractor

Licensing Board

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

BID BOND

	KNOW ALL N	1EN BY THESE P	RESENTS, That we	e, the undersign	d, Paramount Builders, LLC	
of	St. Alba	ns,	WV		s Principal, and Travelers Casualty a	nd Surety Company of America
of	Hartfor	<u>d,</u>	СТ		n organized and existing under the	
	CTwith	its principal office	e in the City of		, as Surety, are held and fire	
of West	l Virginia, as Ob	ligee, in the pena	I sum of Five Perc			for the payment of which,
well and	d truly to be ma	de, we jointly and	severally bind ours	elves, our heirs,	administrators, executors, succes	
	The Condition	of the above obli	gation is such that t	whereas the Prin	cipal has submitted to the Purcha	sing Section of the
Departn	ment of Adminis	tration a certain b	id or proposal, attac	ched hereto and	nade a part hereof, to enter into	a contract in writing for
	o Boat Ramp					<u>.</u>
					**	
	NOW THERE	FORE,				
		shall be rejected,				
horoto o	(b) If said bid	shall be accepted	d and the Principal	shall enter into a	contract in accordance with the b proposal, and shall in all other re	id or proposal attached
agreeme	ent created by t	he acceptance of	said bid, then this o	bligation shall be	null and void, otherwise this obl	igation shall remain in full
force an	nd effect. It is ex	pressly understo	od and agreed that	the liability of the	Surety for any and all claims her	eunder shall, in no event,
exceed	the penal amou	nt of this obligatio	on as herein stated.			
	The Surety, fo	r the value receive	ed, hereby stipulate	s and agrees tha	the obligations of said Surety ar	nd its bond shall be in no
way imp	aired or affecte	d by any extensio	n of the time within	which the Oblige	e may accept such bid, and said	Surely does hereby
waive no	otice of any suc	n extension.				
	IN WITNESS V	WHEREOF, Princi	ipal and Surety hay	e hereunto set th	eir hands and seals, and such of	them as are cornorations
have cau					o be signed by their proper office	100
		October		presente	o de digitos by their proper offici	.13, 11113
	00, 0		•			
Principal	I Corporate Sea	1			Paramount Builders, LLC	
					(Name of I	
					By Din S	
					(Must be F	resident or
					, Vice Pres	dent)
					President	
					(Title)
Surety C	orporate Seal					
					Travelers Casualty and Sure	
					(Name of S	ourety)
					1/1/1 < 0	14
					By: / mulily 1) underly
					Kimberly S. Burdette, Licensed WV Resident.	Agent Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed, and a power of attorney must be attached.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Attorney-In Fact No.

227002

Certificate No. 006056375

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Andrew K. Teeter, Douglas P. Taylor, Kimberly L. Miles, Christopher A. Michel, and Kimberly S. Burdette

of the City of Charleston each in their separate capacity if more than one is named above, other writings obligatory in the nature thereof on behalf of the contracts and executing or guaranteeing bonds and undertakings	to sign, execute, seal and a Companies in their busine	ss of guaranteeing t	d all bonds, recog he fidelity of per	gnizances, conditions rsons, guaranteein		
IN WITNESS WHEREOF, the Companies have caused this ins day of September , 2014	strument to be signed and t	heir corporate seals	to be hereto affix	xed, this	11th	
Farmington Casualty Comp Fidelity and Guaranty Insu Fidelity and Guaranty Insu St. Paul Fire and Marine In St. Paul Guardian Insuranc	St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of Americ United States Fidelity and Guaranty Company			y of America		
2 1982 1982 1997 8 INCORPORATED	SEAL S	SEAL S	CONN. CONN.	HARTFORD &	SELITY AND CE TO THE PROPERTY AND SELECTION	
State of Connecticut City of Hartford ss.		Ву:	Robert L. Raney	, Senior Vice Preside	nt	
On this the 11th day of September , 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.						

58440-8-12 Printed in U.S.A.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this ____21st__day of ___October_

__, 20 14

Kevin E. Hughes, Assistant Secretary



















To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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* §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

210 5th Ave St. Albans, WV 25177 My Commission Expires March 13, 2019

Vendor's Name: Paramount Builders, LLC	
Authorized Signature:	Date: 10/21/2014
State of West Virginia	
County of Kanawha , to-wit:	
Taken, subscribed, and sworn to before me this 21stay of O	october , 20 14.
My Commission expires MARCH 13	2019.
AFFIX SEAL HERE NOTA	RY PUBLIC arth-
Official Seal Notary Public, State of West Virginia Janette C. Peggs	Purchasing Affidavit (Revised 07/01/2012