

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

State of West Virginia **Request for Quotation**

09 - Construction

Proc Folder: 123873

Doc Description: Addendum #2 Charleston Annex Roof Replacement

Proc Type: Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
2015-08-24	2015-09-02 13:30:00	CRFQ 0603 ADJ1600000007	3

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:

Harris Brothers Roofing Company, Inc.

1533 Hansford Street

Charleston, WV 25311

WV Contractor License No. WV000232

09/02/15 10:30:09 WU Purchasing Division

FOR INFORMATION	CONTACT	THE BUYER
-----------------	---------	-----------

Crystal Rink (304) 558-2402 crystal.g.rink@wv.gov

Signature X

55-0365966 FEIN#

DATE September 2, 2015

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 ENGINEERING &	FACILITIES	BUILDING TRADE SPECIALI	ST
ADJUTANT GENERALS OF	FICE	ADJUTANT GENERALS OFF	TICE
1707 COONSKIN DR		1740 COONSKIN DR	
CHARLESTON	WV25311	CHARLESTON	WV 25311
D .			
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Replace Roof on Charlesto Building	on Annex			\$202,777.00

Comm Code	Manufacturer	Specification	Model #	
72152601				

Extended Description:

Contract Item#1- Labor, materials and all associated costs to remove and dispose of old roof, and to install a new EPDM roofing system or equal.

INVOICE TO		SHIP TO	
DIVISION ENGINEERING	& FACILITIES	BUILDING TRADE SPECIAL	LIST
ADJUTANT GENERALS C	FFICE	ADJUTANT GENERALS OF	FICE
1707 COONSKIN DR		1740 COONSKIN DR	
CHARLESTON	WV25311	CHARLESTON	WV 25311
us		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Masonry Repair/Replacement (If needed)			\$12.00 per sq/ft	

Comm Code	Manufacturer	Specification	Model #	
72151900				

Extended Description:

Contract Item#2- Masonry Repair/Replacement (Only If Needed) provide pricing on a Price Per Square Foot Installed basis.

INVOICE TO		SHIP TO	
DIVISION ENGINEERING &	FACILITIES	BUILDING TRADE SPECIALIST	
ADJUTANT GENERALS OF	FICE	ADJUTANT GENERALS OFFICE	
1707 COONSKIN DR		1740 COONSKIN DR	
CHARLESTON	WV25311	CHARLESTON WV	25311
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Insulation Removal, Disposal and Replacment (If needed)			\$1.25 per sq/ft	

Comm Code	Manufacturer	Specification	Model #	
72151900		· · · · · · · · · · · · · · · · · · ·		

Extended Description:

Contract Item#3- Insulation removal, disposal, and replacement (only if needed) provide pricing on a Price Per Square Foot Installed basis.

	Document Phase	Document Description	Page 4
ADJ1600000007	Final	Addendum #2 Charleston Annex R oof	of 4
	s.	Replacement	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

EUILDING PROBUGIS

From: Firestone Building Products

Project: WV National Guard Armory / Charleston Annex

Firestone Building Products Company, LLC

250 West 96th Street Indianapolis, IN 46260 Phone: 317-575-7000 Fax: 317-575-7100

To Whom It May Concern:

Firestone Building Products is pleased to inform you that the roofing system listed below has been reviewed and is eligible for the 20-Year 72 MPH Extended Wind Speed Firestone Red Shield Warranty:

Firestone Fully Adhered Roofing System:

Construction: Partial Tear-Off & Recover

Existing roof: remove the existing ballast & membrane

Reroof: reuse the existing 3" insulation...

Deck: 22-ga Steel

Insulation (1st layer): Firestone ISO 95+, 1.50", 4'x8' boards

Attachment: Firestone All-Purpose Fasteners and Plates

Rate: Field/12 fasteners per board; Perimeter/18 fasteners per board;

Corners/32 fasteners per board

Membrane: .060 Firestone RubberGard EPDM LSFR (Low-Slope Fire Retardant)

(6.0" Firestone Seam Tape)

Attachment: Firestone Single Ply LVOC Bonding Adhesive

ADDITIONAL WARRANTY COVERAGE

This Firestone Roofing System is also eligible for the following additional warranty coverage:

Wind up to 72mph.

PERFORMANCE REQUIREMENTS

Performance standards and construction requirements regarding wind uplift and fire resistance are established by the agencies indicated in the construction specification. These agencies' construction requirements are subject to change; please consult the appropriate agencies for full information regarding compliance with their current standards and requirements.

DEFINITION OF PERIMETER AND CORNER AREAS

Following ANSI/SPRI guidelines, the perimeter area is defined as the outer boundary of the roof with a width equal to 40% of the building height or 10% of the building width, whichever is less, but not less than 6 feet (1.8 m). The perimeter area may be enlarged depending upon the building configuration. The corner area is defined as the portion of the perimeter area beginning at the intersection of two roof edges and proceeding in both directions a distance equal to the width of the perimeter area. Corner areas on buildings with minimum 3 feet high continuous parapet walls and a maximum 2 inch in 12 inch roof slope can be treated as perimeter areas. For buildings insured by FM Global, please consult FM Global Data Sheet 1-29 for specific information.

WARRANTY REQUIREMENTS

- 1. The Applicator must submit a Pre-Installation Notice (PIN) to Firestone, and must include an Approved Roof Drawing (ARD) with their PIN.
- The roofing system must be installed by a licensed Firestone Red Shield Applicator, and installed in accordance with all current Firestone technical standards, warranty requirements, and detail drawings.
- 3. The roofing system installation must successfully pass an on-site audit by a Quality Building Services (QBS) Technical Representative, upon substantial completion.





RFQ # ADJ1600000007

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO REPLACE ROOF AT WV NATIONAL GUARD CHARLESTON ANNEX BUILDING 1740 COONSKIN DRIVE, CHARLESTON, WV 25311

BID FORM

The undersigned, hereafter called the Bidder, being familiar with and understanding the bidding documents; and being familiar with the site and all local conditions affecting the Project, hereby proposes to furnish labor, material, equipment, supplies, and transportation to perform the work as described in the bidding documents

BIDDERS COMPANY	NAME: Harris Brothers Roofing Company, Inc.	
VENDOR ADDRESS:	1533 Hansford Street	
	Charleston, WV 25311	
TELEPHONE:	304-343-5566	
FAX NUMBER:	304-343-5568	
E-MAIL ADDRESS:	eric.harrisbrothers@outlook.com	
WV CONTRACTOR'S LICENSE NO.	WV000232	
CONTRACT OVER	ALL TOTAL COST:	
Two Hundred and Two	Thousand, Seven Hundred Seventy-Seven Dollars	_
(\$ _202,777.00) *** (Contract bid to be written in words and numbers.)	
MASONRY REPAIR/RI to damage):	EPLACEMENT PRICE PER SQUARE FOOT INSTALLED (If needed to replace d	ue
Twelve Dollars		_
(\$_12.00 pc	er sq/ft installed) *** (Unit cost to be written in words and numbers.)	
INSULATION REMOVA	L, DISPOSAL AND REPLACEMENT, PRICE PER SQUARE FOOT INSTALLED Demage):) (If
One Dollar and Twenty	-Five Cents	
(\$ <u>1.25</u> pe	er sq/ft installed) *** (Unit cost to be written in words and numbers.)	

The contract will be awarded to the Bidder with the lowest contract total bid meeting all of the specifications. Bidder understands that to the extent allowed by the West Virginia Code, the CWNER reserves the right to waive any informality or irregularity in any bid, or bids, and to reject any and all bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the bidding documents; to reject any conditions of the bid by the Bidder that is any way inconsistent with the requirements, terms, and conditions of the bidding documents; or to reject a bid that is in any way incomplete or irregular.

Fallure to use	this bid form may result in bid disqualification.		
SIGNATURE:	En Old	DATE:	September 2, 2015
NAME:	Eric Ihnat		
Towns.	(Please Print)		
TITLE:	Project Manager	· · · ·	

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: ADJ1600000007

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.

Adde (Chec	ndu k tb	<u>m N</u> e bo	iumbers Received: x next to each addendum r	eceived	i)	
	E,	/i	Addendum No. 1	1]	Addendum No. 6
	Б	/	Addendum No. 2	1]	Addendum No. 7
	Į	3	Addendum No. 3	E]	Addendum No. 8
	[]	Addendum No. 4	[]	Addendum No. 9
	[]	Addendum No. 5	[]	Addendum No. 10
furthe discus	r un sior	ders hel	tand that any verbal represed between Vendor's repres	entation centativ	n m es e	ddenda may be cause for rejection of this bid. I hade or assumed to be made during any oral and any state personnel is not binding. Only the diffications by an official addendum is binding.
				Ha	arris	Brothers Roofing Company, Inc.
						Company
					5 ~	2 And
				_		Authorized Signature
				s	ept	ember 2, 2015
						Date

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

Revised 68/2012

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:_	Harris		
Contractor's License	No.	WV000232	

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 § 21-1D-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.

Harris Brothers F	Roofing Company, I	nc.
(Company)		
Zun Dr	Eric Ihr	nat, Project Manager
(Authorized Signature)	gnature) (Repres	entative Name, Title
304-343-5566	304-343-5568	September 2, 2015
(Phone Number	r) (Fax Number)	(Date)

BID BOND

	Hartford with its principal office Virginia, as Obligee, in the penal truly to be made, we jointly and The Condition of the above of	CT In the City of I sum of Five Percentereseverally bind oursely	_, a corporation o Hartford t of Amount Bid	Principal, and Impropriate of the propriate of the propri	velers Casualty and S sting under the li e held and firmly 5%) for	aws of the State of bound unto the State the payment of which,
CT of West	with its principal office Virginia, as Obligee, in the pena truly to be made, we jointly and The Condition of the above of	in the City of sum of <u>Five Percenter</u> severally bind oursely	Hartford t of Amount Bid	_, as Surety, ard	e held and firmly 5%) for	bound unto the State the payment of which,
of West	Virginia, as Obligee, in the penal truly to be made, we jointly and The Condition of the above of	sum of <u>Five Percen</u> severally bind ourselv	t of Amount Bid	(\$_) for	the payment of which,
	truly to be made, we jointly and The Condition of the above of	severally bind ourselv	•			
well and	The Condition of the above of		es, our heirs, adn	alnistrators, exec	utors, successor	
						s and assigns.
Donadaa	and all the later to the second					
Departm	nent of Administration a certain b	id or proposal, attache	ed hereto and mad	ie a part hereof,	to enter into a co	entract in writing for
AD3 10	00000007 Charleston Annex	KOOT Replacemen	it - According to	Plans and Sp	ecifications	
	NOW THEREFORE,					_
	·					
	(a) If said bid shall be reject(b) If said bid shall be ac	cted, or ecoted, and the Drine				
attached	hereto and shall furnish any oth	101 Donos and Insuran	ice required by the	hid or nmoneel	and shall in all	other recoacte parform
ne ayre	ement created by the acceptance	9 of said bid, then this	obligation shall b	e nuli and void d	otherwise this of	liastion chall remain in
an iorca	ranu enect. It is expressly unde	erstood and agreed th	at the liability of t	he Surety for an	y and all claims	hereunder shall, in no
evenit, ex	ceed the penal amount of this of	oligation as nerein sta	ted.			
мау ітпра	The Surety, for the value receive aired or affected by any extensitice of any such extension.	ed, hereby stipulates a ion of the time within	and agrees that the which the Oblige	ne obligations of e may accept s	said Surety and uch bid, and sa	its bond shall be in no d Surety does hereby
		soo and neels of Di	i11 0t.			
	WITNESS, the following signature by Bringhold individually if Dring					
oulety, o	er by Principal Individually if Princ	apal is an individual, tr	ns <u>∠nu</u> day	of <u>Septem</u>	oer <u>, 20</u>	<u>15</u> ,
Principat	Seal			Harris Brothers I	Roofing & Sheet	Metal Company, Inc.
				TIGHTO DIGHTOIS I	(Name of Prin	
				2 4	. 1	_
				(Must b	e President, Vice	President or
					Duly Authorized	
				Pai	MARCE -	-
				7,3)	(Title)	
Surety S	eal			Travelers Casua	ilty and Surety C	ompany of America
	· -				(Name of Sure	
				,	,	2
				ву: Ж. Ж	1011/	11 habina
				Vilkinson, WV R	esident Agent	Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.



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.

227294

Certificate No. 005677219

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 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

Gregory T. Gordon, Patricia A. Moye, Allan L. McVey, and Kimberly J. Wilkinson

of the City of	Charleston		, State o	ofWes	t Virginia	, ti	heir true and lawfi	ıl Attorney(s)-in-Fact,
each in their sep other writings of	bligatory in the na		alf of the Compan	ies in their busine	ss of guaranteeing	the fidelity of po	ersons, guaranteeir	onal undertakings and ag the performance of
IN WITNESS V	VHEREOF, the C	Companies have caus	ed this instrument	to be signed and	theu corporate sea	ls to be hereto aff	ixed, this	24th
		Farmington Casua Fidelity and Guar- Fidelity and Guar- St. Paul Fire and I St. Paul Guardian	anty Insurance C anty Insurance U Marine Insurance	Inderwriters, Inc. e Company	Trav.	elers Casualty a elers Casualty a	urance Company nd Surety Compa nd Surety Compa y and Guaranty C	ny ny of America
1,92 (c)	1977	PICORPORATED SE 1951		Seals	SEAL S	HARTIFORD, CONN.	MARTIFORD, &	NOOPCHIED WAS AND
State of Connect City of Hartford					Ву:	Robert L. Rane	by, Senior Vice Presid	ent
be the Senior Vic Fire and Marine Casualty and Su	ce President of Far Insurance Compa rety Company of	ny, St. Paul Guardia	n Insurance Comp l States Fidelity at	and Guaranty Insu cany, St. Paul Merc nd Guaranty Comp	rance Company, Foury Insurance Company, and that he,	idelity and Guara mpany, Travelers as such, being aut	nty Insurance Unde Casualty and Suret	knowledged himself to crwriters, Inc., St. Paul ty Company, Travelers executed the foregoing

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 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

day of September

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

ST	ate of West Virginia,	
CO	UNTY OF KANAWHA	, TO-WIT:
I, _	Eric Ihnat	_, after being first duly sworn, depose and state as follows:
1.	I am an employee of H	arris Brothers Roofing Company Inc. ; and, (Company Name)
2.	I do hereby attest that	Harris Brothers Roofing Company, Inc. (Company Name)
	maintains a valid writte policy is in compliance to	n drug free workplace policy and that such with West Virginia Code §21-1D.
The	e above statements are swe	orn to under the penalty of perjury.
		By: Sin Alux
		Title: Project Manager
		Company Name: Harris Brothers Roofing Company, Inc.
		Date: September 2, 2015
Та	ken, subscribed and swom	to before me this 2nd day of September , 2015
Ву	Commission expires Sen	
(Se	Notary Public, State TAMMy 5110 India South Charleste My commission expires	e of West Virginia BACIU na Street on, WV 25309
		TO COMMINE

THIS APPROAVE MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH THE APPROAVE WITH THE BID SHALL RESULT IN DESCRIPTION OF THE BID.

RFQ No.	ADJ1600000007
10 00 110.	

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 uninaured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, fallure 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 whetsoever, 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 §81-5-3) that neither vendor nor any related party one 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: Harris	Brothers Roofing Company, Ir	ic.			
Authorized Signature:	In Ahm		Date:	September 2, 2015	
State of West Virginia					
County of Kanawha	, to-wit:				
Taken, subscribed, and su	worn to before me this 2ndday	of September		, 2015	
My Commission expires _	September 14	, 20 _21			
AFFIX SEAL HERE		NOTARY PUBLIC	S	Bacin	Party of the party
	~~~~~	7	Pr	urchaulng Affidavit (Revised 07/0	1/2012)

