



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

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 124632

Doc Description: Logan NG Armory Drill Hall Roof Replacement

Proc Type: Central Purchase Order

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|------------------------|-------------------------|---------|
| 2015-08-07 | 2015-09-03 13:30:00 | CRFQ 0603 ADJ1600000008 | 1 |

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:

09/03/15 13:06:52
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

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

Signature X *Jay Halcomb*

FEIN # 55-0365966

DATE 9-2-15

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

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 Bros. Roofing Co.

Contractor's License No. WV 000232

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ADJ1600000008

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.

Harris Bras, Roofing Co.
Company

Jay Halcomb
Authorized Signature

9-2-15
Date

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

CERTIFICATION AND 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 Bros. Roofing Co.
(Company)

Jay Holcomb - Jay Holcomb, VP
(Authorized Signature) (Representative Name, Title)

304-343-5568 304-343-5568 9-2-15
(Phone Number) (Fax Number) (Date)

EXHIBIT A

RFQ #

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO REPLACE ROOF AT
LOGAN NATIONAL GUARD ARMORY DRILL HALL
150 ARMORY ROAD, LOGAN, WV 25601

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 Bros. Roofing Co.

VENDOR ADDRESS: 1533 Hansford St.
Charleston, WV 25311

TELEPHONE: 304-343-5566

FAX NUMBER: 304-343-5568

E-MAIL ADDRESS: jayhol@frontier.com

WV CONTRACTOR'S LICENSE NO. WV 000232

CONTRACT OVERALL TOTAL COST:

Eighty-eight thousand one hundred twenty 00/100
(\$ 88,120⁰⁰) *** (Contract bid to be written in words and numbers.)

MASONRY REPAIR/REPLACEMENT PRICE PER SQUARE FOOT INSTALLED (If needed to replace due to damage):

Twelve and 50/100 dollars
(\$ 12.50 per 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 OWNER 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.

Failure to use this bid form may result in bid disqualification.

SIGNATURE: Jay Holcomb DATE: 9-2-15

NAME: Jay Holcomb
(Please Print)

TITLE: VP

1 September 2015

BUILDING PRODUCTS

From: Firestone Building Products

**Firestone Building
Products Company, LLC**

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

Project: WV National Guard Armory / Logan, WV.

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**:

Construction: Complete Tear-Off & Reroof
Deck: Tectum
Insulation (1st layer): Firestone ISO 95+, 2.00", 4'x4' boards
Attachment: Firestone ISO TwinPack
Rate: Field/Beads spaced 12.0" o.c.; Perimeter/Beads spaced 6.0" o.c.;
Corners/Beads spaced 4.0" o.c.
Insulation (2nd layer) Firestone ISO 95+, 2.00", 4'x4' boards
Attachment: Firestone ISO TwinPack
Rate: Field/Beads spaced 12.0" o.c.; Perimeter/Beads spaced 6.0" o.c.;
Corners/Beads spaced 4.0" o.c.
Membrane: .060 Firestone RubberGard EPDM LSR (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.
2. 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.



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<http://www.firestonebpco.com>




- 3. The roofing system installation must successfully pass an on-site audit by a Quality Building Services (QBS) Technical Representative, upon substantial completion.

PLEASE NOTE

Firestone does not engage in the practice of architecture or engineering; the Firestone review referenced in this letter is for warranty eligibility purposes. Firestone technical standards are subject to change; please consult the Firestone Technical Database, <http://technicaldatabase.fsbp.com/>, for the most current information regarding Firestone roofing system design guidelines, detail drawings, and product information. The information in this letter expires twelve (12) months after the date shown.

Please feel free to contact me with any questions, and thank you for choosing Firestone.

Sincerely,



Herb Clarkson
Regional Technical Coordinator, South Region
1-800-428-4511, Extension 53909
clarksonherb@qbsg.net



1 September 2015



From: Firestone Building Products

Project: WV National Guard Armory / Logan, WV.

**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: Complete Tear-Off & Reroof
Deck: Tectum
Insulation (1st layer): Firestone ISO 95+, 2.00", 4'x4' boards
Attachment: Firestone ISO TwinPack
Rate: Field/Beads spaced 6.0" o.c.; Perimeter/Beads spaced 6.0" o.c.;
Corners/Beads spaced 4.0" o.c.
Insulation (2nd layer) Firestone ISO 95+, 2.00", 4'x4' boards
Attachment: Firestone ISO TwinPack
Rate: Field/Beads spaced 6.0" o.c.; Perimeter/Beads spaced 6.0" o.c.;
Corners/Beads spaced 4.0" o.c.
Membrane: .060 Firestone RubberGard EPDM LSFR (Low-Slope Fire Retardant)
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NOBODY COVERS YOU BETTER™
<http://www.firestonebpc.com>



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Please feel free to contact me with any questions, and thank you for choosing Firestone.

Sincerely,

FIRESTONE BUILDING PRODUCTS COMPANY, LLC



Herb Clarkson
Regional Technical Coordinator, South Region
1-800-428-4511, Extension 53909
clarksonherb@qbsg.net



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<http://www.firestonefsbp.com>





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, Jay Holcomb, after being first duly sworn, depose and state as follows:

1. I am an employee of Harris Bros Roofing Co; and,
(Company Name)
2. I do hereby attest that Harris Bros Roofing Co
(Company Name)

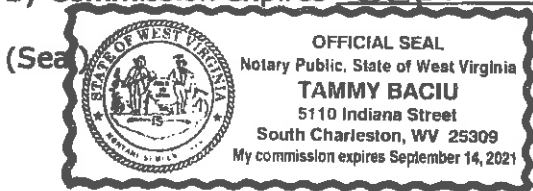
maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D.

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

By: Jay Holcomb
 Title: VP
 Company Name: Harris Bros Roofing Co.
 Date: 9-2-15

Taken, subscribed and sworn to before me this 2nd day of September, 2015.

By Commission expires September 14, 2021



Tammy Baciu
 (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.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Harris Brothers Roofing & Sheet Metal Company, Inc.
of Charleston, WV, as Principal, and Travelers Casualty and Surety Company of America
of Hartford, CT, a corporation organized and existing under the laws of the State of
CT with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
CRFQ 0603 ADJ1600000008 Logan National Guard Armory Drill Hall Roof Replacement - According to Plans and
Specifications

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 2nd day of September, 2015.

Principal Seal

Harris Brothers Roofing & Sheet Metal Company, Inc.
(Name of Principal)

By Jay Halcomb
(Must be President, Vice President, or
Duly Authorized Agent)

VP
(Title)

Surety Seal

Travelers Casualty and Surety Company of America
(Name of Surety)

By: Kimberly J. Wilkinson
Kimberly J. Wilkinson, WV Resident 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. 005677218

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

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

of the City of Charleston, State of West Virginia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of October, 2013.

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



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 24th day of October, 2013, 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, 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.

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



[Signature]
Marie C. Tetreault, Notary Public

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, any Assistant 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, 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 2nd day of September, 2015.


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 exceeds five percent of the total contract amount.

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Morris Bros. Roofing Co.

Authorized Signature: Jay Halcomb Date: 9-2-15

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 2nd day of September, 2015

My Commission expires September 14, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC Tammy Baciu

