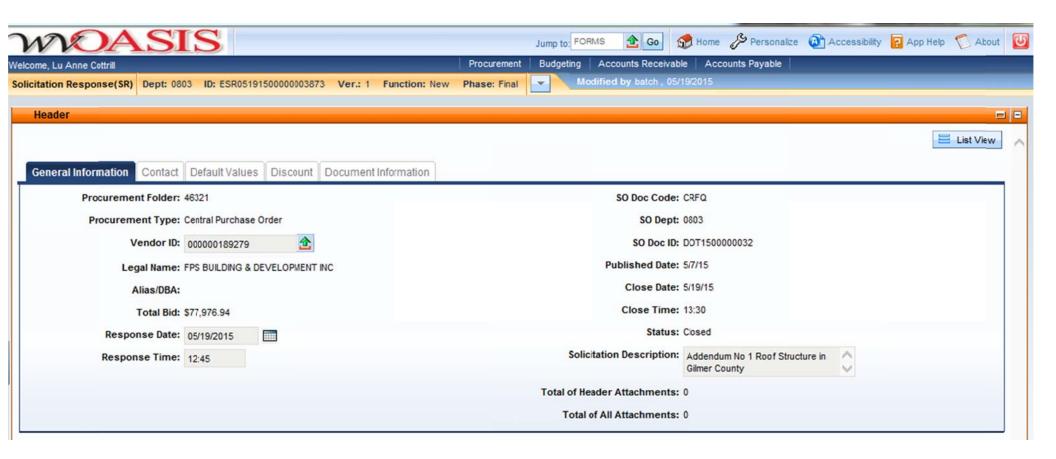


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026 Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





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

State of West Virginia Solicitation Response

Proc Folder: 46321

Solicitation Description: Addendum No 1 Roof Structure in Gilmer County

Proc Type: Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2015-05-19 13:30:00	SR 0803 ESR05191500000003873	1

VENDOR

000000189279

FPS BUILDING & DEVELOPMENT INC

FOR INFORMATION CONTACT THE BUYER

Misty Delong (304) 558-8802 misty.m.delong@wv.gov

Signature X FEIN # DATE

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

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Removal, disposal, and replacement of Garage Roof	1.00000	EA	\$71,332.94	\$71,332.94

Comm Code	Manufacturer	Specification	Model #	
72152601				

Extended Description:

Removal/disposal of water damaged roof over garage measuring approximately 100 foot x 48 foot. Construction of new metal roof to cover the 100 foot x 48 foot section that was previously removed.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Replacement of old damaged insulation R-30 or better	2400.00000	SF	\$2.73	\$6,552.00

Comm Code	Manufacturer	Specification	Model #	
72152601				

Extended Description:

Replacement of old damaged insulation R-30 or better (if necessary)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Repair/Replace damaged stringers/rafters	100.00000	LF	\$0.92	\$92.00

Comm Code	Manufacturer	Specification	Model #	
72152601				

Extended Description:

Repair/Replace damaged, rotting, or otherwise compromised 2 inch dimensional lumber used for stringers/rafters (if necessary)



CERTIFICATE OF LIABILITY INSURANCE

2/6/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

the	PORTANT: If the certificate holder is an A terms and conditions of the policy, certain	ADDITIONA n policies	L INSURED, the policyties	must be	e endorsed. It	SUBROGATION CONTRACTOR	ON IS WAIVED, subject to bes not confer rights to the	
	rtificate holder in lieu of such endorsement	nt(s).		CONTAC	-			
-	op Insurance & Finance	ial St	709	NAME:				
	BOX 989	-a- 5		A/C, No	EXI): 304-2	55-5720	(AC. No.) 304-	255-5751
	rab Orchard, WV 25827			ADDRESS jroop5@hotmail.com				
CI	ab Orchard, WV 2382/			INSURÉR(S) AFFORDING COVERAGE NA			NAICE	
				INSURE				
INSU	RED FPS Building and	Devel	opment Inc	INSURE	RB Ameri	can Min	ing Ins Co	38798
			1.57	INSURE	R.C.	AN UNIX ANUMENT		
	PO BOX 697			INSURE				
	Daniels, WV 25832			INSURE				
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	DESCRIPTION OF OPERATIONS below						E L DISEASE - POLICY LIMIT \$	100,000
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CF	RTIFICATE HOLDER			CAN	CELLATION			
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				AC	EXPIRATIO CORDANCE W	N DATE TH	DESCRIBED POLICIES BE CANC IEREOF, NOTICE WILL BE I CY PROVISIONS.	ELLED BEFORE DELIVERED IN
				AUTHO (PRIZED REPRES	SENTATIVE		

ACORD 25 (2010/05)

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The ACORD name and logo are registered marks of ACORD

1-888-753-4540

WEST VIRGINIA STATE TAX DEPARTMENT BUSINESS REGISTRATION CERTIFICATE

ISSUED TO:

FPS BUILDING & DEVELOPMENT, INC. 1065 RITTER DRIVE BEAVER, WV 25813-0000

BUSINESS REGISTRATION ACCOUNT NUMBER:

2270-2968

This certificate is issued on:

05/9/2014

This certificate is issued by the West Virginia State Tax Commissioner in accordance with Chapter 11, Article 12, of the West Virginia Code

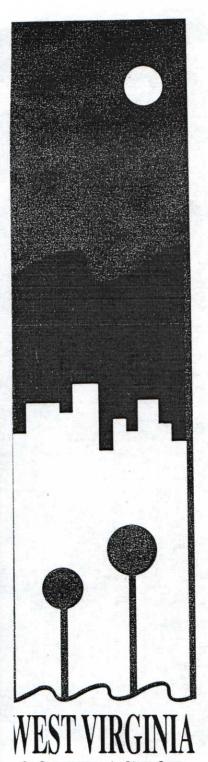
The person or organization identified on this certificate is registered to conduct business in the State of West Virginia at the location above.

This certificate is not transferrable and must be displayed at the location for which issued. This certificate shall be permanent until cessation of the business for which the certificate of registration was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them. CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of this certificate displayed at every job site within West Virginia.

atL006 v.4 L0827620416



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV049898

Classification:

GENERAL BUILDING

FPS BUILDING & DEVELOPMENT INC DBA FPS BUILDING & DEVELOPMENT INC PO BOX 97 PROSPERITY, WV 25909

Date Issued

Expiration Date

AUGUST 22, 2014

AUGUST 22, 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.

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.

FPS Building & Development INC (Company)

James J. Long V. President JAuthorized Signature) (Representative Name, Title)

304-860-8601/888-753-4546/5-19-15

(Phone Number) (Fax Number) (Date)

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: FPS Building + Development Inc.
Contractor's License No. WV 049898

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

REQUEST FOR QUOTATION Roof Replacement Project

9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

- 10.1. The following shall be considered a vendor default under this Contract.
 - **10.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.
 - **10.1.2.** Failure to comply with other specifications and requirements contained herein.
 - **10.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 10.1.4. Failure to remedy deficient performance upon request.
- 10.2. The following remedies shall be available to Agency upon default.
 - 10.2.1. Immediate cancellation of the Contract.
 - **10.2.2.** Immediate cancellation of one or more release orders issued under this Contract.
 - 10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. 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: James Gray
Telephone Number: 304-860-8601
Fax Number: 888-753-4546
Email Address: leatherneck jig@gmail.com

STATE OF WEST VIRGINIA,



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

COUNTY OF Raliegh, TO-WIT:
I, JAmes Gray , after being first duly sworn, depose and state as follows:
1. I am an employee of FPS Building Development INC, and, (Company Name)
2. I do hereby attest that FPS Building + Development INC. (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.
Title: Vice President Company Name: F.P.S. Building & Develop ment INC Date: 5-19-15
Taken, subscribed and sworn to before me this 19 day of May, 8015. By Commission expires March 13, 8030
OFFICIAL SEAL
(Seal) NOTARY PUBLIC STATE OF WEST VIRGINIA Ashley M. Johnson PO Box 612 Shady Spring, WV 25918 My Commission Expires March 12, 2020 (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.

Rev. August 2013

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 to fits 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

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: F.P.S. Building & Development, INC Authorized Signature: Date: 5-19-15
Authorized Signature: Date: 5-19-15
1 1 8
State of West Virgina
County of Pocker gram, to-wit:
Taken, subscribed, and sworn to before me this 9 day of Nov., 2015
My Commission expires March 12 , 2020
AFFIX SEAL HERE NOTARY PUBLIC DESIGNATION



NOTARY PUBLIC STATE OF WEST VIRG Shady Spring, WV 25918 My Commission Expires March 12, 2020

OFFICIAL SEAL

Bond No. 71667576

Agency DOT 1500000032

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,	FPS Building	& Bevelopment, me.
of 1065 Ritter Drive Beaver, WV 25813	as Principal, and	Western Surety Company
of _101 S. Reid Street, Suite 300, Sioux Falls, SD 57103 , a corporation org		
South Dakota with its principal office in the City of Sioux Falls of West Virginia, as Obligee, in the penal sum of Three Thousand Nine Hundredwell and truly to be made, we jointly and severally bind ourselves, our heirs, admin	(\$ 3,900.00	
The Condition of the above obligation is such that whereas the Princ	ipal has submitte	ed to the Purchasing Section of th
Department of Administration a certain bid or proposal, attached hereto and made	a part hereof, to	enter into a contract in writing for
Roof Replacement		3
DOT 1500000032		

NOW THEREFORE,		
(a) If said bid shall be rejected, or (b) If said bid shall be accepted and the Principal shall enter in attached hereto and shall furnish any other bonds and insurance required by the the agreement created by the acceptance of said bid, then this obligation shall be full force and effect. It is expressly understood and agreed that the liability of the same of th	bid or proposal, a null and void, of	and shall in all other respects perfor herwise this obligation shall remain
event, exceed the penal amount of this obligation as herein stated. The Surety, for the value received, hereby stipulates and agrees that the way impaired or affected by any extension of the time within which the Oblige	e obligations of s e may accept su	aid Surety and its bond shall be in a ch bid, and said Surety does herei
event, exceed the penal amount of this obligation as herein stated. The Surety, for the value received, hereby stipulates and agrees that the way impaired or affected by any extension of the time within which the Oblige waive notice of any such extension.	e obligations of se may accept su	aid Surety and its bond shall be in a ch bid, and said Surety does herei
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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.

Western Surety Company

KNOW ALL MEN BY THESE PRESENTS:	
That WESTERN SURETY COMPANY, a con authorized and licensed to do business in the S Delaware, District of Columbia, Florida, Georg Maryland, Massachusetts, Michigan, Minnesota, New Mexico, New York, North Carolina, North	rporation organized and existing under the laws of the State of South Dakota, and states of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, ia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, Dakota, Ohio, Oldahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, ont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United and appoint
	, with limited authority, its true and lawful Attorney-in-Fact, with full power and nowledge and deliver for and on its behalf as Surety and as its act and deed, the
One_BID	
bond with bond number 71667576	
for FPS Building & Development, Inc.	
as Principal in the penalty amount not to exceed:	\$3,900.00
name of the Company by the President, Secretary, a Board of Directors may authorize. The President, Attorneys-in-Fact or agents who shall have authority to	wers of Attomey, or other obligations of the corporation shall be executed in the corporate iny Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint o issue bonds, policles, or undertakings in the name of the Company. The corporate seal is identakings, Powers of Attomey or other obligations of the corporation. The signature of any acsimile.
In Witness Whereof, the said WESTERN vice President with the 2015 ATTEST A. Uieror	SURETY COMPANY has caused these presents to be executed by its corporate seal affixed this 18th day of May WESTERN SURETY COMPANY By
A. Vietor, Assistant	Secretary Paul T. Boffiat. Vice President
A. Vietor, Assistant	A CONTRACTOR OF THE PROPERTY O
	Paul T. Boffiet, Ande President

+ ระระระระระระระระระระระระ My Commission Expires August 11, 2016

S. PETRIK SEAL NOTARY PUBLIC SEAL SOUTH DAKOTA

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ DOT1500000032

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.

	umbers Received: x next to each addendum re	ceived)	
	Addendum No. 1		Addendum No. 6
	Addendum No. 2		Addendum No. 7
	Addendum No. 3		Addendum No. 8
	Addendum No. 4		Addendum No. 9
	Addendum No. 5		Addendum No. 10
I further unde discussion he	erstand that any verbal repres ld between Vendor's repres	esentation sentatives	addenda may be cause for rejection of this bid. made or assumed to be made during any oral and any state personnel is not binding. Only he specifications by an official addendum is
Authorized &		ment	Inc
5-19-1	15		
Date			
NOTE: Thi document pro	s addendum acknowledger cessing.	ment sho	uld be submitted with the bid to expedite

Revised 02/27/2015



State of West Virginia **Request for Quotation**

Proc Folder: 46321 Doc Description: Addendum No 1 Roof Structure in Gilmer County Proc Type: Central Purchase Order Version Date Issued Solicitation Closes Solicitation No 2 2015-05-07 2015-05-19 CRFQ 0803 DOT1500000032 13:30:00

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:			

FOR INFORMATION CONTACT THE BUYER

Misty Delong (304) 558-8802 misty.m.delong@wv.gov

FEIN# 455228540

DATE 5-19-15

Signature X FEIN # LAND 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 HIGHWAYS	3	DIVISION OF HIGHWAYS	
DRAWER 1228		3531 US 33 EAST	
WESTON	WV26452	GLENVILLE	WV 26351
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Removal, disposal, and replacement of Garage Roof	1.00000	EA	\$71,332,94	\$71,332,94

Comm Code	Manufacturer	Specification	Model #	
72152601				

Extended Description :

Removal/disposal of water damaged roof over garage measuring approximately 100 foot x 48 foot. Construction of new metal roof to cover the 100 foot x 48 foot section that was previously removed.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT SEVEN		DIVISION OF HIGHWAYS GILMER COUNTY HEADQ	UARTERS
DRAWER 1228		3531 US 33 EAST	
WESTON	WV26452	GLENVILLE	WV 26351
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Replacement of old damaged insulation R-30 or better	2400.00000	SF	\$ 2.73	\$ 6,553.59

Comm Code	Manufacturer	Specification	Model #	
72152601				

Extended Description:

Replacement of old damaged insulation R-30 or better (if necessary)

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAY DISTRICT SEVEN	s	DIVISION OF HIGHWAYS	
DRAWER 1228		3531 US 33 EAST	
WESTON	WV26452	GLENVILLE	WV 26351
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Repair/Replace damaged stringers/rafters	100.00000	LF	1.92	\$ 92.00

Comm Code	Manufacturer	Specification	Model #	
72152601				

Extended Description:

Repair/Replace damaged, rotting, or otherwise compromised 2 inch dimensional lumber used for stringers/rafters (if necessary)