



West Virginia Purchasing Division

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.

Header

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 152027	SO Doc Code: CRFQ
Procurement Type: Central Purchase Order	SO Dept: 0612
Vendor ID: 000000189279	SO Doc ID: DPS1600000007
Legal Name: FPS BUILDING & DEVELOPMENT INC	Published Date: 3/11/16
Alias/DBA:	Close Date: 4/12/16
Total Bid: \$95,785.85	Close Time: 13:30
Response Date: 04/12/2016	Status: Closed
Response Time: 8:56	Solicitation Description: Five (5) through the wall Heating & A/C units installed
Total of Header Attachments: 0	
Total of All Attachments: 0	



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 152027

Solicitation Description : Five (5) through the wall Heating & A/C units installed

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2016-04-12 13:30:00	SR 0612 ESR04121600000004843	1

VENDOR

000000189279
 FPS BUILDING & DEVELOPMENT INC

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
 (304) 558-2544
 tara.l.lyle@wv.gov

Signature X **FEIN #** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Heating and cooling and air conditioning HVAC installation a	5.00000	EA	\$19,157.170000	\$95,785.85

Comm Code	Manufacturer	Specification	Model #
72151207			

Extended Description : Five (5) new packaged through-the-wall heating and air conditioning units installed at the WV State Police Procurement Division at 4124 Kanawha Turnpike, South Charleston, WV 25309
See attached pricing page - vendors are encouraged to complete the pricing page.

CRFQ DPS160000007

Labor, materials, tools and equipment necessary for the installation and one-time purchase of heating and air conditioning units, installed at the WV State Police Procurement Division, 4124 Kanawha Turnpike, South Charleston, WV.

West Virginia State Police

4124 Kanawha Turnpike South Charleston, WV 25309

PRICING PAGE

Bidder's Company Name: FPS Building + Development

Bidder's Address: 1065 Ritter Dr.
Beaver, WV 25813

Remittance Address: Same
(If different)

Phone Number: 304-860-8601

Fax Number: 888-753-4546

Email Address: leatherneckjig@gmail.com

WV Contractor's License Number: WV049898

We, the undersigned, hereby propose to furnish all labor, materials, tools, and equipment to complete all work in a workmanlike manner, as described in the Bidding Documents.

OVERALL TOTAL COST:

Ninety Five Thousand, Seven Hundred Eighty Five Dollars & ⁸⁵/₁₀₀

(\$ 95,785.⁸⁵) (Overall total cost for Labor, materials, tools and equipment for the one time purchase of heating and air conditioning units, must be written in words and numbers. Words overrides numbers)

Vendor must provide a lump sum bid for the Overall Total Cost as outlined in the specifications. ('Provide' means 'furnish and install.') The contract will be awarded to the Vendor with the lowest Overall Total Cost. The West Virginia State Police reserves the right to accept or reject the bid if the costs exceed the amount budgeted by funding sources for the Project.



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: 152027

Doc Description: Five (5) through the wall Heating & A/C units installed

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-03-11	2016-04-12 13:30:00	CRFQ 0612 DPS1600000007	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:

FPS Building & Development
 1065 Ritter Drive
 Beaver, WV 25813
 304-860-8601

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
 (304) 558-2544
 tara.l.lyle@wv.gov

Signature X

FEIN # 455228540

DATE 4/7/16

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

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia State Police for labor, materials, tools and equipment necessary for the installation and one-time purchase of heating and air conditioning units, installed at the WV State Police Procurement Division, 4124 Kanawha Turnpike, South Charleston, WV 25309, per the attached documentation.

Mandatory pre-bid is scheduled for March 23, 2016 at 9:00 am on site located at 4124 Kanawha Turnpike, South Charleston, WV 25309.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE		WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE	
SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Heating and cooling and air conditioning HVAC installation a	5.00000	EA	\$19,157.17	\$95,785.85

Comm Code	Manufacturer	Specification	Model #
72151207			

Extended Description :

Five (5) new packaged through-the-wall heating and air conditioning units installed at the WV State Police Procurement Division at 4124 Kanawha Turnpike, South Charleston, WV 25309

See attached pricing page - vendors are encouraged to complete the pricing page.

HVAC Floor Plan Available at Pre-Bid Conference

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-Bid meeting at 9:00 am	2016-03-23
2	Technical questions due by 5:00 pm	2016-03-29

Total Price - Ninety Five Thousand, Seven Hundred Eighty Five Dollars
\$85,110.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/29/2016

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Roop Insurance & Financial Svcs PO BOX 989 Crab Orchard, WV 25827	CONTACT NAME: PHONE (A/C, No, Ext): 304-255-5720 FAX (A/C, No): 304-255-5751 E-MAIL ADDRESS: j:roop5@hotmail.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> <tr> <td>INSURER A: American Mining Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Arch Insurance</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: American Mining Insurance Company		INSURER B: Arch Insurance		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC#													
INSURER A: American Mining Insurance Company														
INSURER B: Arch Insurance														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED FPS Building and Development Inc 1065 Ritter Drive Daniels, WV 25832														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR YVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY	X	Y	AGL002880700	07/13/15	07/13/16	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 1,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						PROPERTY DAMA \$ 2,000,000
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	HIRED AUTOS						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
a	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	wc4747024160	02/03/16	02/03/17	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Jessica N. Griffin of Charlotte,
State of North Carolina, with limited authority, its true and lawful Attorney-in-Fact, with full power and authority hereby conferred to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One BID

bond with bond number 71773761

for FPS Building & Development, Inc.
as Principal in the penalty amount not to exceed: \$ 4,800.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 8th day of April,
2016.

ATTEST

A. Vietor
A. Vietor, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Brufat
Paul T. Brufat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 8th day of April, 2016, before me, a Notary Public, personally appeared
Paul T. Brufat and A. Vietor

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.

S. PETRIK
NOTARY PUBLIC
SOUTH DAKOTA
My Commission Expires August 11, 2016

S. Petrik
Notary Public

Agency _____
REQ. P.O.# _____
Bond No. 71773761

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, FPS Building & Development, Inc.
of 1065 Ritter Drive, Beaver, WY 25813, as Principal, and Western Surety Company
of 101 S. Reid St., Ste 300 Sioux Falls, SD 57103, a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Sioux Falls, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Four Thousand Eight Hundred (\$ 4,800.00) for the payment of which, wall 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
Wall Heater and AC Units Project
DPS 1600007
Installation of five (5) wall units

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 8th day of April, 2016.

Principal Seal



FPS Building & Development, Inc.
(Name of Principal)
By _____
(Must be President, Vice President, or Duly Authorized Agent)
President
(Title)

Western Surety Company
(Name of Surety)
Jessica N. Griffin
Attorney-in-Fact Jessica N. Griffin

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.

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 or 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 in 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.

RESPECTFULLY SUBMITTED:

DATE: 4/7/16

WV VENDOR NO.: 000000189279

CONTRACTOR LICENSE NO.: WV049898

BY: [Signature]
(SIGNATURE, IN INK)

TITLE: Vice President

FIRM NAME: FPS Building and Development, Inc. (CORPORATE SEAL
IF APPLICABLE)

ADDRESS: 1065



END OF BID FORM

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

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.

CERTIFICATION AND SIGNATURE PAGE

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

FPS Building + Development
(Company)

James Gray V.P.
(Authorized Signature) (Representative Name, Title)

304-860-8601, 888-753-4546,
(Phone Number) (Fax Number) (Date)

REQUEST FOR QUOTATION
CRFQ DPS160000007 – Heating and Air Conditioning Units

10.1.5. 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: leatherneckjgg@gmail.com

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, 2015

AUGUST 22, 2016



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

▲ ▲ ▲ ▲ ▲ ▲ ▲ ▲

Authorized Company Signature

Michael A. Carl
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.

**WEST VIRGINIA
STATE TAX DEPARTMENT
BUSINESS REGISTRATION
CERTIFICATE**

ISSUED TO:
**FPS BUILDING & DEVELOPMENT, INC.
1065 RIVER 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.

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: FPS Building & Development

Authorized Signature: [Signature] Date: 4-7-16

State of West Virginia

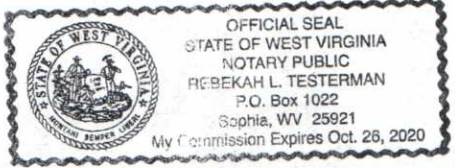
County of Raleigh, to-wit:

Taken, subscribed, and sworn to before me this 7th day of April, 2016

My Commission expires October 26, 2020

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]
Purchasing Affidavit (Revised 08/01/2015)





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

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

I, James Gray, after being first duly sworn, depose and state as follows:

1. I am an employee of FPS Building + Development; and,
(Company Name)
2. I do hereby attest that FPS Building + Development
(Company Name)

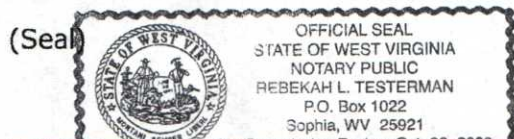
maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

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

Printed Name: James Gray
 Signature: [Handwritten Signature]
 Title: Vice President
 Company Name: FPS Building + Development
 Date: 4-7-16

Taken, subscribed and sworn to before me this 7th day of April, 2016.

By Commission expires October 26, 2020



[Handwritten Signature]
(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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DPS:160000007

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 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 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.

FPS Building & Development Inc
Company

Authorized Signature
4-7-14
Date

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