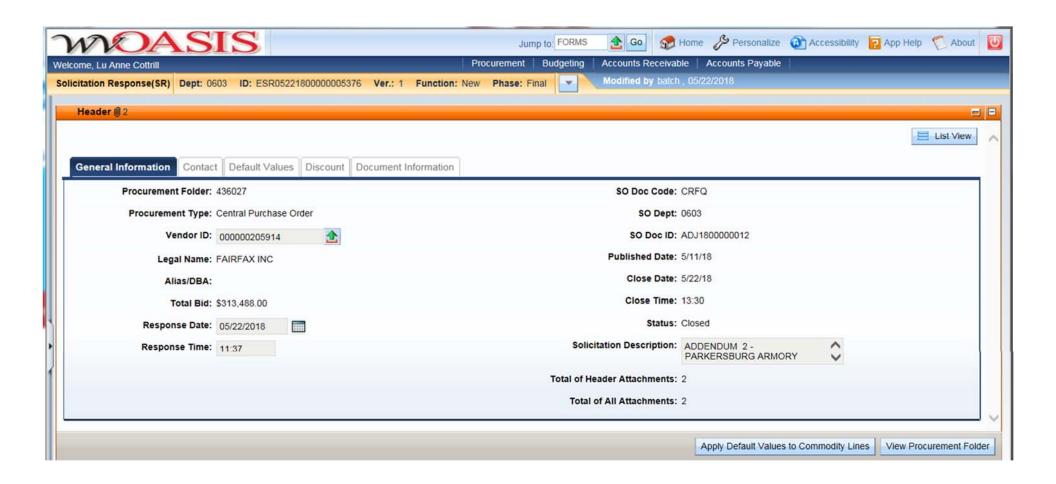
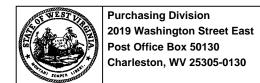


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronicallysubmitted 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.





State of West Virginia Solicitation Response

Proc Folder: 436027

Solicitation Description: ADDENDUM 2 - PARKERSBURG ARMORY ROOF REPLACEMENT

Proc Type: Central Purchase Order

 Date issued
 Solicitation Closes
 Solicitation Response
 Version

 2018-05-22 13:30:00
 SR
 0603 ESR05221800000005376
 1

VENDOR

000000205914

FAIRFAX INC

Solicitation Number: CRFQ 0603 ADJ1800000012

Total Bid: \$313,488.00 **Response Date:** 2018-05-22 **Response Time:** 11:37:13

Comments:

FOR INFORMATION CONTACT THE BUYER

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

Signature on File 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	Roof Replacement at Parkersburg			\$313,470.00
	Armory			

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.

Line	Comm Ln Desc	Qty	Unit Issue Un	nit Price	Ln Total Or Contract Amount
2	Decking Repair/Replacement (if				\$12.00
	necessary)				

Comm Code	Manufacturer	Specification	Model #	
72152601				

Extended Description:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Wood Blocking Repair/Replacement				\$6.00
	(if necessary)				

Comm Code	Manufacturer	Specification	Model #	
72152601				

Extended Description:

Contract Item#3- Wood Blocking Repair/Replacement (Only If Needed) provide pricing on a Price Per Square Foot Installed basis.



BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _	FAIRFAX INC
PO BOX 400, 114 CTY RD 3, CHESAPEAKE, OH 45619	as Principal, and RLI INSURANCE COMPANY
9025 N LINDBBERGH DR PEORIA, IL 61612-3967 Corporation of	ganized and existing under the laws of the State of
	_ as Surety, are held and firmly bound unto the State
of West Virginia, as Chilgeo, in the penal sum of FOUR HUNDRED TWENY THOUSA	NIS 420,000,00) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our hairs, adm	inistrators, executors, successors and assigns.
The Condition of the above obligation is such that whereas the Prin	cipal has submitted to the Purchasing Section of the
Ospartment of Administration a certain bid or proposal, attached hereto and mad	le a part hereof, to enter into a contract in writing for
ROOF REPLACEMENT OF THE PARKERSBURG ARMORY AT 1500 BLIZZARD DR. PARK	ERSBURG, WV 26101
WORK TO BEGIN AUGUST, 2018. PAYMENTS TO BE MADE 50% DELIVERY OF MATER	RIAL 40%COMPLETION AND 10% CLOSING
NOW THEREFORE,	
(e) If said bid shall be rejected, or	
(b) If sold bid shall be accepted and the Principal shall enter is attached hereto and shall furnish any other bonds and insurance required by the	nto a contract in accordance with the bid or proposal a bid or proposal, and shall in all other paperts perform
the agreement created by the acceptance of said bid, then this obligation shall b	e null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of to event, exceed the panel amount of this obligation as herein stated.	he Sumbly for any and all claims hereunder shall, in no
Asset assesses no bestime mitterner en min demiliabilitat an installi anderen.	
The Surety, for the value received, hereby stipulates and agrees that the way impaired or effected by any extension of the time within which the Obligation notice of any such extension.	he obligations of said Surety and its bond shall be in no se may accept such bid, and said Surety does hereby
WATERCO AL CHILDREN I DE LA COLLEGIA	
WiTNESS, the following signatures and seals of Principal and Surety, or	
Surety, or by Principal Individually if Principal is an individual, this 22ND day of	MAY 20 18
Principal Seat	R. DOAK RUSSELL
	(Name of Principal)
	1/ Oct / NO//
	Wiust the President Vice President, or
	Duly Authorized Agent)
	PRESIDENT
	(Title)
Surety Seel	DONITA J. BURNS
	(Name of Surety)
	1
	to: to I y Deen
	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.

West Virginia Offices of the Insurance Commissioner



Certificate of Authority

Whereas, RLI INSURANCE COMPANY, domiciled in the State of ILLINOIS, has complied with all the requirements of the laws of this State so as to entitle it to transact its appropriate business in the State of West Virginia.

Therefore, I the undersigned, Insurance Commissioner of the State of West Virginia, pursuant to the authority vested in me by the laws of this State, do hereby authorize it to transact the business of insurance as defined in Chapter 33

ACCIDENT & SICKNESS - ARTICLE 1, SECTION 10(b)

CASUALTY - ARTICLE 1, SECTION 10(e)

CASUALTY - ARTICLE 1, SECTION 10(e)(14)

FIRE - ARTICLE 1, SECTION 10(c)

MARINE - ARTICLE 1, SECTION 10(d)

SURETY - ARTICLE 1, SECTION 10(f) (1)

SURETY - ARTICLE 1, SECTION 10(f) (2)

SURETY - ARTICLE 1, SECTION 10(f) (3)

of the 1931 Code of West Virginia as amended, in the State of West Virginia in accordance with the laws thereof until midnight on the 31st day of May, 2017, unless this license be sooner revoked. Pursuant to W. Va. Code §33-3-2(c), the above authorization does not allow the insurer to transact a kind of insurance in this State unless duly authorized or qualified to transact such insurance in the state or country of its domicile.

In Testimony Whereof, I have hereunto set my hand and affixed my seal of office at the City of Charleston this 1st day of June, 2016.

Michael D. Riley

Insurance Commissioner

Michael D. Riley

NAIC # 13056

WV File # 0885



9025 N. Lindbergh Dr. | Peoria, IL 61615 Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of RLI Insurance Company and Contractors Bonding and Insurance Company, required for the applicable bond.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Donita J. Burns, Clarence O. Lykins, II, jointly or severally	
in the City of	a, as Attorney in Fact, with full power and authority hereby for and on its behalf as Surety, in general, any and all bonds, Ten Million Dollars
The acknowledgment and execution of such bond by the said Attorney is been executed and acknowledged by the regularly elected officers of this	n Fact shall be as binding upon this Company as if such bond had Company.
RLI Insurance Company and Contractors Bonding and Insurance following is a true and exact copy of the Resolution adopted by the Board	e Company, as applicable, have each further certified that the of Directors of each such corporation, and now in force, to-wit:
"All bonds, policies, undertakings, Powers of Attorney or othe corporate name of the Corporation by the President, Secretary, any such other officers as the Board of Directors may authorize. To Secretary, or the Treasurer may appoint Attorneys in Fact or A undertakings in the name of the Corporation. The corporate secundertakings, Powers of Attorney or other obligations of the Corporate seal may be printed by facsimile or other electronic image."	Assistant Secretary, Treasurer, or any Vice President, or by the President, any Vice President, Secretary, any Assistant Agents who shall have authority to issue bonds, policies or eal is not necessary for the validity of any bonds, policies.
IN WITNESS WHEREOF, RLI Insurance Company and/or Contracto caused these presents to be executed by its respective Vice President with	rs Bonding and Insurance Company, as applicable, have its corporate seal affixed this 20th day of December, 2016.
State of Illinois County of Peoria State of Peoria	RLI Insurance Company Contractors Bonding and Insurance Company Barton W. Davis Vice President
On this	I, the undersigned officer of RLI Insurance Company, and/or Contractors Bonding and Insurance Company, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this day of,
Jacqueline M. Bockler "OFFICIAL SEAL" NOTARY PUBLIC STATE OF ILLINOIS COMMISSION EXPIRES 01/14/18	RLI Insurance Company Contractors Bonding and Insurance Company Barton W. Davis Vice President

4742763020212

A0059115



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

State of West Virginia Request for Quotation - Construction

Proc Folder: 436027

Doc Description: PARKERSBURG ARMORY ROOF REPLACEMENT

Proc Type: Cantral Durchage Order

Date Issued	Solicitation Closes	Solicitati	on No	Version	
2018-04-03	2018-05-15 13:30:00	CRFQ	0603 ADJ1800000012	1	

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

W

25305

US

PENDOR

Vendor Name, Address and Telephone Number:

FAIRFAX, INC. P.O. Box 400 CHESAPEAKE, OH 45619

740-867-2727

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN#

55-0672983

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

E DOAK RUSSELL - PRESIDENT

Base

Page: 1

FORM ID: WV-PRC-CRFQ-001

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 Contractor's 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. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name:		FAIRFAX,	INC.	
Contractor's License	No.: WV	008334	1	

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract 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 an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so 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.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: FAIRFAX, /WC.	
Check this box if no subcontractors will project.	perform more than \$25,000.00 of work to complete the
Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
RK HYDRO VAC	WV03319Z

Attach additional pages if necessary

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the
Contract Administrator and the initial point of contact for matters relating to this Contract.
KLOAKKUSSELL - TRESINGST
(Name, Title) RUSSELL - PRESIDENT
(Printed Name and Title) F.O. HOX 400, CHESAPEAKE, OH 45619-0400
(Address) 740-867-2727 740-867-2727
(Phone Number) / (Fax Number) HAIRFAXING & AOL. COM
(email address)
CEDTIFICATION AND SECREMENTS TO
CERTIFICATION AND SIGNATURE: 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 hid 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
old, 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
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 egistration.
FAIRFAX, INC.
Company) Ant Dunol
Authorized Signature) (Representative Name, Title)
R DOAK RUSSEU - PRESIDENT
Printed Name and Title of Authorized Representative)
MAY 22, 2018
Date)
740-867-2727 740-867.2727
Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ ADJ1800000012

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 re	eceived)
Addendum No. 1 Addendum No. 2 Addendum No. 3 Addendum No. 4 Addendum No. 5	Addendum No. 6 Addendum No. 7 Addendum No. 8 Addendum No. 9 Addendum No. 10
I further understand that any verbal representations of the discussion held between Vendor's representations.	ceipt of addenda may be cause for rejection of this bid. sentation made or assumed to be made during any oral entatives and any state personnel is not binding. Only ed to the specifications by an official addendum is
FAIRFAX, /NC.	
Company Jak Kussall	7
Authorized Signature Z DOAK 1205	SELL - PRESIDENT
MAY 22, 2018	
Date	

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

REQUEST FOR QUOTATION CRFQ ADJ1800000012 ROOF REPLACMENT PARKERSBURG NATIONAL GUARD ARMORY

- 11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 11.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

12. MISCELLANEOUS:

12.1. 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: K DOAK KUSSELL

Telephone Number: 740-867-2727

Fax Number: 740-867-2727

Email Address: FAIRFAXING & AOL. COM

12.2. Liquidated Damages: Contractor shall pay liquidated damages in the amount of \$1,500.00 per day of delay, plus a one-time fixed cost of \$1,250.00 for Staff Judge Advocate review for work not completed after contract completion date. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

CRFQ # ADJ1800000012

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO REPLACE ROOF AT PARKERSBURG NATIONAL GUARD ARMORY
1500 BLIZZARD DRIVE, PARKERSBURG, WV 26101

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: FAIRFAX, /NG	
	VENDOR ADDRESS:	114 COUNTY FOAD	
		P.O. Box 400	
		CHESAPEAKE, OH 45619.	-0400
	TELEPHONE:	740-867-2727	
	FAX NUMBER:	740-867-2727	
	E-MAIL ADDRESS:	FAIRFAXING CAOL. COM	
	WV CONTRACTOR'S LICENSE NO.	WV008334	
1	CONTRACT OVER HEEE HUNDERD	ALL TOTAL COST: THIRTEEN THOUSAND FOUR HUNDS ZERO CENTS	RED SEVENTY
	(\$ 313, 470.		
		/ (Contract Did to Do William) III	words and numbers.)
	DECKING REPAIR/RE to damage):	PLACEMENT PRICE PER SQUARE FOOT INS	TALLED (If needed to replace due
		LLARS & ZERD CENTS	
	1700	er sq/ft installed) *** (Unit cost to be written in wo	ords and numbers.)
	WOOD BLOCKING RE	PAIR/REPLACEMENT, PRICE PER SQUARE F	
	replace due to damage)	:	OOT INSTALLED (If needed to
	^	: 25 \$ ZERO CENTS	OOT INSTALLED (If needed to
	SIV DOLLAS		
	SIV DOLLAS (\$_600 pt	ES & ZERO CENTS	
	SIV DOLLAS (\$_600 pt	er sq/ft installed) *** (Unit cost to be written in wo	ords and numbers.)
	SIGNATURE:	er sq/ft installed) *** (Unit cost to be written in worm may result in bid disqualification. Local Kussell Dear Russell	ords and numbers.)
	SIGNATURE:	er sq/ft installed) *** (Unit cost to be written in worm may result in bid disqualification.	ords and numbers.)

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 8D-1-2)

Contracting Business Entity: FAIRFAX, /NC. Address: P.O. Box 400
CHESAPEAKE, OH 45619
Authorized Agent: R DOAK RUSSELL Address: P.O. Box 400, CHESAPEAKE, OH 450
Contract Number: ADJ1800000012 Contract Description: PARKERSBURG ARMORY
Governmental agency awarding contract: DIVISION OF ENGINEERING & FACILITIES, ADJUTANT
GENERAL OFFICE Check here if this is a Supplemental Disclosure
List the Names of interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):
1. Subcontractors or other entities performing work or service under the Contract
Check here if none, otherwise list entity/individual names below. RK HYDRO VAC, INC.
2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)
Check here if none, otherwise list entity/individual names below. P DOAK RUSSELL
REBECCA J RUSSELL
3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)
Check here if none, otherwise list entity/individual names below.
Signature: Resident Date Signed: 05/22/2018 P. Doak RUSSEU-PRESIDENT
Notary Verification
State of WEST VIRGINIA County of CABELL:
1,
Taken, swom to and subscribed before me this $\frac{ZZno}{day}$ of $\frac{MAy}{2}$, $\frac{Zoi8}{}$
Doute J. 4 Duren
To be completed by State America.
To be completed by State Agency: Date Received by State Agency: NOTARY PUBLIC OFFICIAL SEAL
Date submitted to Ethics Commission:
Governmental agency of hypothesis Dingles was
My Commission Expires Nov. 13, 2019 105 RIDGEWAY DRIVE, HUNTINGTON, WAY 25702

State of West Virginia Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with West Virginia Code § 21-10-7b, 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. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheat, stiach it to the required report, and submit it to the

appropriate location as follows: For contracts more than \$25,000, the report should be maked to the west Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.
Contract Hentification:
Contract Number: AM 180000001Z
Contract Purpose: Roof REPLACEMENT
Agency Requesting Work: DNISION OF ENGINEEDING & FACILITES
<u>Required Report Content:</u> The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.
Information indicating the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
Average number of employees in connection with the construction on the public improvement;
Orug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-eccident; and (C) Random.
Vendor Contact Information;
Vendor Name: FAIEFAX, /NC. Vendor Telephone: 740 867 2727
Vendor Address: P.O. Box 400 CHESAPEAKE, OH 45619 Vendor E-Mail: FAIRFAXINC & AOL. COM

Fairfax, Inc. Roofing & Sheet Metal

114 County Road 3, P.O. Box 400 Chesapeake, Ohio 45619-0400

Telephone & Fax 740-867-2727 e-mail: fairfaxinc@ aol.com

Laboratory: MedTox Laboratory

402 W. County Road D St. Paul, MN 55112

Dr. Charles Moorefield

321-821-3383

Average No. of Employees on Project 8

Test Results 2017 - 2018

Positive – One (1)

Negative - Twelve (12)

Pre-Employment/New Hires – Five (5)

Reasonable Suspension - Zero (0)

Post Accident – Zero (0)

Random - Nine (9)

Alcohol - Five (5)

2018 SUPERVISOR DRUG FREE WORKPLACE EDUCATION

Date: February 16, 2018

Attendance Sign In:

Matherara

Dell flin

Lange Beamfailt

INSTRUCTOR: Melilos Hertchenson TITLE: Operations Manager Health Resourch Systems

2018 EMPLOYEE DRUG FREE WORKPLACE EDUCATION

Date: February 16, 2018

Attendance Sign In:	
Evan Russell	
Brion Collier	
Michael Tetter	
Mitallanon	
Boro Mart Land Date	
hall 2 Hall -	
basine de	211/0
	Delly Cellen
INSTRUCTOR: Thelele Hetcher	180n
TITLE: OPERATIONS Manager	Hoadh Rosauch Systems



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

STATE OF WEST VIRGINIA,
COUNTY OF CABELL, TO-WIT:
I, R DOAK Russelfafter being first duly sworn, depose and state as follows:
1. I am an employee of <u>FAIRFAY</u> , /NC.; and, (Company Name)
2. I do hereby attest that FAIDFAY /NG (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: R DOAK, RUSSEU- Signature: R Doak Russell
Title: PEESDENT
Company Name: FAIRFAX, /NC.
Date: 05/22/2018
Taken, subscribed and sworn to before me this 22 day of May
By Commission expires 10v 13, 2019
NOTARY PUBLIC OFFICIAL SEAL DONITA J. BURNS State of West Virginia My Commission Expires Nov. 13, 2019
105 RIDGEWAY DRIVE HUNTINGTON, WV 25702

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

DEFINITIONS:

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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.