


<b>Purchase Order</b>	 <b>M</b> <small>MARSHALL UNIVERSITY</small>	Marshall University Office of Purchasing One John Marshall Drive Huntington WV, 25755-4100	<b>Purchase Order #</b> <b>MU17CEILING</b>
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Direct all inquiries regarding this order to: (304) 696-2823

<b>TO:</b>  FPS BUILDING AND DEVELOPMENT INC 1065 RITTER DRIVE BEAVER WV 25813  FEIN: 45-5228540    PHONE: 304-860-8601	<b>Vendor Code:</b>  _____	<b>Ship to:</b>  JOBSITE  Room #    N/A	THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN  WVFIMS Account #:
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P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	Contract #
6/27/16	2017	JB				

		<b><u>CONTRACT ACCEPTANCE</u></b>  On behalf of the Governing Board, MARSHALL UNIVERSITY hereby accepts the quotation of <u>FPS Building and Development Inc</u>  signed by <u>James Grey</u>  Title <u>Vice President</u>  On <u>May 31, 2016</u>   Approved as to form this <u>n/a</u> day of <u>n/a</u> , 2016 Patrick Morrissey, Attorney General  By: <u>n/a</u> Chief Counsel   Open-end Contract for Ceiling Tile Installation Effective July 1, 2016 through June 30, 2017 with the option to renew annually for four (4) additional years   THIS ORDER IS EXEMPT FROM ALL SALES TAX LIMIT EACH INVOICE TO A SINGLE PURCHASE ORDER NUMBER	
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Line No.	Fund	Org.	Account	Encumber Amount		
1.						Total: <span style="border: 1px solid black; padding: 2px;">Open-End</span>
2.						
3.						
4.						

Mail Original Invoice and 1 Copy to:  
 Marshall University Accounts Payable  
 One John Marshall Drive Huntington,  
 WV 25755-4500

  
 \_\_\_\_\_  
 Authorized Signature                      Date    7-1-16

VENDOR: FPS Building And Development, Inc

SCOPE OF WORK

FPS Building and Development, Inc. to supply LABOR ONLY to remove existing ceiling and install drop ceilings / suspended acoustical ceilings in accordance with all manufacturer's guidelines, as needed at various sites throughout Marshall University's campuses. Contractor must meet all schedules and timelines set in place by Marshall University.

Bids should include at least three (3) references from individuals, companies, agencies, etc. on projects of similar or larger size scope as Marshall University.

**Estimated Time Frame**

Demo existing ceiling within 2 days per 5,000 sq. ft.

Install new ceiling within 4 days per 5,000 sq. ft.

**Repairs** - In all areas, if necessary, repair all broken ceiling tiles. Match existing style. Caulk existing L channels to walls. Repair broken tracks and sagging issues. Add track and tiles to missing areas.

**Installing** - Install ceiling tile per various manufacturer instructions. Contractor has responsibility for all connections and warranty for contractor's scope of work.

VENDOR: FPS Building And Development, Inc

**PRICING**

LABOR TO INSTALL GRID ONLY - per Square Ft.			
2 x 4 x 15/16 grid layout			
#	HEIGHT	A - MASONRY	B - SHEETROCK
1	8 ft. height	\$ 1.03	\$ .98
2	10 ft. height	\$ 1.08	\$ 1.02
3	12 ft. height	\$ 1.13	\$ 1.08
2 x 2 x 15/16 grid layout			
4	8 ft. height	\$ 1.08	\$ 1.03
5	10 ft. height	\$ 1.13	\$ 1.07
6	12 ft. height	\$ 1.18	\$ 1.12
2 x 4 x 9/16 grid layout			
7	8 ft. height	\$ 1.00	\$ .95
8	10 ft. height	\$ 1.05	\$ .99
9	12 ft. height	\$ 1.10	\$ 1.03
2 x 2 x 9/16 grid layout			
10	8 ft. height	\$ 1.02	\$ .97
11	10 ft. height	\$ 1.06	\$ 1.01
12	12 ft. height	\$ 1.10	\$ 1.06

LABOR TO INSTALL CEILING TILE ONLY - PER SQUARE FT.		
SQUARE EDGE		
2 X 2		
13	8 ft. height	\$ .69
14	10 ft. height	\$ .72
15	12 ft. height	\$ .75
2 X 4		
16	8 ft. height	\$ .40
17	10 ft. height	\$ .43
18	12 ft. height	\$ .46
REVEALED EDGE		
19	8 ft. height	\$ .45
20	10 ft. height	\$ .50
21	12 ft. height	\$ .55
DEMO ONLY		
22	8 ft. height	\$ .35
20	10 ft. height	\$ .38
21	12 ft. height	\$ .41

VENDOR: FPS Building And Development, Inc

22. Hourly amount for additional work to be approved by the Physical Plant Department.

A quotation will be forwarded to the Office of Purchasing for Purchase Order release. Marshall University reserves the right to accept or reject any quotation that may be submitted in the "best interests" of the University.

Hourly Rate: \$ 35.00

Hourly Overtime Rate: \$ 50.00

VENDOR: FPS Building And Development, Inc

GENERAL TERMS AND CONDITIONS FOR CONSTRUCTION PROJECTS

If any real property or structure thereon is provided or improved, this assurance shall obligate the Provider, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which any State payment is extended or for another purpose involving the provision of similar services or benefits. If any other goods or services are so provided, this assurance shall obligate the Provider for the period during which it supplies such goods or services.

The Provider recognizes and agrees that such right to provide property, goods, or services to the State will be extended in reliance on the representations and agreements made in this assurance, and that the State shall have the right to seek judicial enforcement of this assurance. This is binding on the Provider, its successors, transferee, and assignee, or any authorized person on behalf of the Provider.

Marshall University reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities or services supplied are of an inferior quality or do not conform to the specifications and/or contract.

Any request for changes or corrections to the final contract must be submitted in writing to the Director of Purchasing and Materials Management in order to be considered. The unit prices on all contracts not containing a price adjustment agreement will be considered firm for the life of the contract unless an amendment in writing is agreed to by both parties to the contract.

All purchases of tangible personal property incorporated into a building or other structure at Marshall University are subject to the West Virginia consumer sales tax. The tax of 7% is applicable to materials only. However, vendors must register with the City of Huntington and pay a business and occupation tax of 2% on the total contract price.

Marshall University may reject, revoke, or cancel this contract or any part thereof, and, in the absence of provisions for liquidated damages as set forth in the body of this contract, shall have the right to recover any and all damages sustained as the result of the vendor's failure to perform, in whole or in part, the terms and conditions of this contract. The State may withhold from any remittance due the vendor under the terms and conditions of this contract an amount equal to the damages sustained by such failure of performance on the part of the vendor.

Any work performed or any material contracted for prior to receipt of the Owner's written Notice to Proceed and/or Purchase Order shall be at the Bidder's risk.

Note: For payment purposes only the Contract will be extended an additional 60 days.

The Owner will suffer financial loss if the Work is not Substantially Complete within the Contract Time. For each calendar day of delay in achieving Substantial Completion, the Contractor shall be

VENDOR: FPS Building And Development, Inc

liable for and shall pay the Owner \$1500.00 per day, not as a penalty, but as liquidated damages. For each calendar day of delay in achieving Final Completion, the Contractor shall be liable for and shall pay half of the amount of liquidated damages stated above, plus any and all additional fees of the Architect and the Architect's consultants that may accrue. Allowances may be made for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and for delays due to strikes or other delays beyond the control of the Contractor. All delays and any claim for extension of the Contract Time must be properly documented in accordance with the Contract Documents by the Contractor.

The vendor warrants that all goods and services furnished will be designed, constructed, and performed so as to comply with the William Steiger Occupational Safety and Health Act of 1970, as amended from time to time, and the rules, regulations, and standards issued thereunder by any applicable governmental authority which as of the date of this agreement will apply to the goods and services furnished hereunder.

The vendor warrants that all chemical substances sold by it to Marshall University comply with and are inventoried or registered pursuant to the requirements of the Toxic Substance Control Act, and rules and regulations issued thereunder by all applicable governmental authorities.

The vendor shall furnish Marshall University Safety Office with a Material Safety Data Sheet (MSDS OSHA Form 20) disclosing all potentially hazardous substances in any product which the vendor sells or offers for sale to Marshall University. Potentially hazardous substances shall include but shall not be limited to those substances regulated under 29CFR1910.1200.

It is the intention of Marshall University not to purchase any products which contain asbestos or asbestos components in the equipment or materials to be supplied by the vendor. The vendor warrants that all equipment and materials to be supplied by the vendor under this contract are free of asbestos, except in the extent that such asbestos is specifically identified in writing by the vendor and specifically accepted in writing by the University.

#### INTEREST

Within ninety (90) days after the completion of this contract is certified by the approving authority to be complete in accordance with terms of the plans or specifications, or both where appropriate, or is accepted by the authorized spending officer as complete, or is occupied by the owner, or is dedicated for public use by the owner, whichever occurs first, the balance due the contractor herein shall be paid in full. Should such payment be delayed for more than sixty (60) days beyond the day the completion of this contract is certified by the authorized spending officer, or is accepted by the owner as complete, or is occupied by the owner or is dedicated for public use by the owner, said contractor shall be paid interest, beginning on the sixty-first (61st) day, at the current rate, as determined by the State Tax Commissioner under the provisions of section seventeen-a [11-10-17a], article ten, chapter 11 of this code, per annum on any unpaid balance: Provided, that whenever the approving authority reasonably determines that delay in

VENDOR: FPS Building And Development, Inc

completing the contract or in accepting payment for the contract is the fault of the contractor herein, the approving authority may accept and use the commodities or printing or the project may be occupied by the owner or dedicated for public use by the owner without payment of any interest on amounts withheld past the sixty (60) day limit.

#### NON-APPROPRIATION

Pursuant to the West Virginia Constitution, the State cannot enter into any contract or agreement which would obligate the Legislature beyond the current fiscal year. Therefore, goods to be delivered and/or services to be performed under this contract or agreement are to be continued in succeeding fiscal years for the term of the contract or agreement and any subsequent renewals, contingent upon funds being appropriated by the Legislature for the goods and/or services. In the event of non-appropriation of funds for the goods and/or services, the payments including any interest, shall be canceled in whole, without penalty to the State at the end of the then current fiscal year, with this contract or agreement becoming null and void after June 30. The State shall return any equipment not paid for to the vendor, together with a release of the State's title and interest therein. The State spending unit will make reasonable efforts to obtain the necessary funds to avoid cancellation of the contract or agreement, and will provide written notice to the vendor in the event of non-appropriation thirty (30) days prior to the end of the fiscal year in which such non-appropriation for the next fiscal year occurs.

However, in accordance with B 12-3-12 of the West Virginia Code, appropriations for buildings and land shall remain in effect, and shall not be deemed to have expired until the end of the three years after the passage of the act by which such appropriations are made.

VENDOR: FPS Building And Development, Inc

LICENSING REQUIREMENT

The prime contractor who is awarded this contract is required to submit a list of all subcontractors on this project to:

West Virginia Division of Labor 1800 Washington Street, East Charleston, WV 25305

The prime contractor must further notify all subs of their responsibility to register with:

WV Tax Department	(304) 558-2507
WV Employment Security	(304) 558-2624
WV Workers Compensation	(304) 926-5000
Secretary of State	(304) 558-6000
WV Department of Labor	(304) 558-7890

Contractors' licenses to work in West Virginia will be issued to subs only after they have registered with each of the above agencies.

Every contractor who has been in business in West Virginia less than five years is required to furnish a bond to cover wages and fringe benefits for its employees. For further information, please contact the Wage and Hour Division at (304) 558-7890. CONTRACTOR'S LICENSE

West Virginia State Code § 21-11-2 requires that all persons desiring to perform contractual work in this State must be duly licensed. The West Virginia Contractor's Licensing Board is empowered to issue the contractor's license. Application for a contractor's license may be made by contacting the West Virginia Department of Labor, 1800 Washington Street, E., Charleston, West Virginia 25305, telephone: (304) 558-7890.



VENDOR: FPS Building And Development, Inc

LIFE OF CONTRACT: This contract becomes effective on July 1, 2016 and extends for a period of one (1) year or until such reasonable time thereafter as is necessary to obtain a new contract. Such "reasonable time" shall not exceed twelve (12) months upon expiration of one (1) year from the effective date of this contract by giving the Director of Purchasing thirty (30) days written notice.

RENEWAL: This contract may be renewed upon mutual written consent, submitted to the Director of Purchasing thirty (30) days prior to the date of expiration. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to four (4) successive one (1) year periods.

CANCELLATION: The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

OPEN MARKET CLAUSE: The Director of Purchasing may authorize a spending unit to purchase in the open market, without the filing of a requisition or cost estimate, items specified on this contract for immediate delivery in emergencies due to unforeseen causes (including but not limited to delays in transportation or an unanticipated increase in the volume of work).

TIME: Time consumed in delivery or performance is of the essence.

ORDERING PROCEDURE: Departments shall submit a requisition for commodities covered by this contract to the Purchasing office. Purchasing will then issue a purchase order to the vendor as authorization for shipment.

FUNDING PARAGRAPH: Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for these services, this contract becomes of no effect and is null and void after June 30.

INTEREST: Should this contract include a provision for interest on late payments, the agency agrees to pay the maximum legal rate under West Virginia Law. All other references to interest charges are deleted.

CONTRACT PRICING: Unless otherwise allowed by the Director of Purchasing, price increases will be approved only at the beginning of each renewal period. All adjustments will be made in dollars, not per cent. Requests for price increases must be received in writing by the Director at least thirty (30) days in advance of the effective date.

Vendors may add products throughout the term of this contract when it is in the best interest of the University. The Director at Marshall University will determine which products will be added. Price decreases will be "passed through" to Marshall University.

VENDOR: FPS Building And Development, Inc

# 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

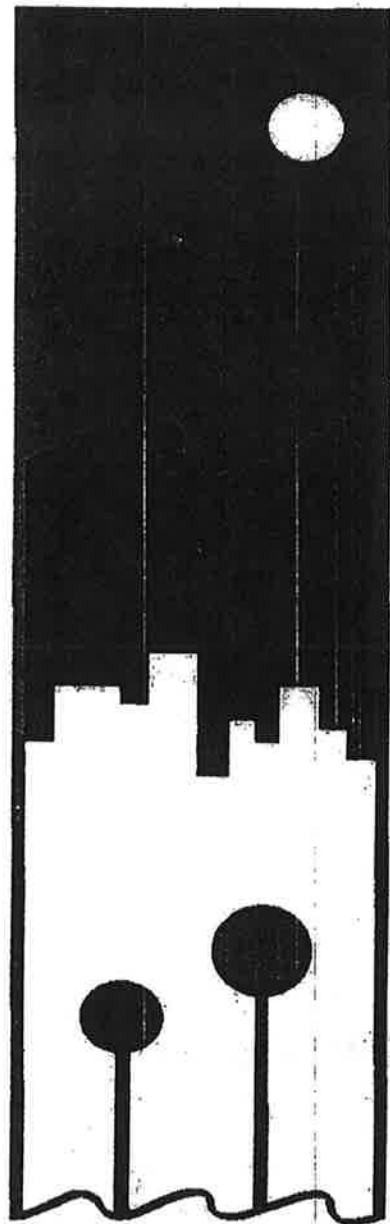
**Date Issued**

**Expiration Date**

AUGUST 22, 2015	AUGUST 22, 2016
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*[Handwritten Signature]*  
Authorized Company Signature

*Michael A. Carl*  
Chair, West Virginia Contractor  
Licensing Board



**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.

VENDOR: FPS Building And Development, Inc


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 <b>Roop Insurance &amp; Financial Svcs</b> PO BOX 989 Crab Orchard, WV 25827	CONTACT NAME		
	PHONE (A/C No, Ex)	<b>304-255-5720</b>	FAX (A/C No) <b>304-255-5751</b>
	E-MAIL ADDRESS	<b>jroop5@hotmail.com</b>	
INSURED <b>FPS Building and Development Inc</b>  <b>1065 Ritter Drive</b> <b>Daniels, WV 25832</b>	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A	<b>American Mining Insurance Company</b>	<b>26727</b>
	INSURER B	<b>Arch Insurance</b>	<b>21199</b>
	INSURER C		
	INSURER D		
	INSURER E		

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

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

<b>CERTIFICATE HOLDER</b>  <b>Marshall University</b>  <b>Installation of ceiling tiles</b>	<b>CANCELLATION</b>  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  

VENDOR: FPS Building And Development, Inc

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

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

VENDOR: FPS Building And Development, Inc

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 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 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 Inc

Authorized Signature: [Signature] Date: 5-31-16

State of WV

County of RALEIGH, to-wit:

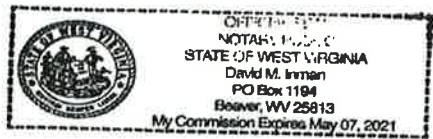
Taken, subscribed, and sworn to before me this 31 day of MAY, 2016.

My Commission expires MAY 7, 2021.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

[Signature]



VENDOR: FPS Building And Development, Inc

WV-73  
Approved / Revised 08/01/15



**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, Inc and,  
(Company Name)
- 2. I do hereby attest that FPS Building & Development Inc  
(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: [Signature]

Title: President

Company Name: FPS Building & Development Inc

Date: 5-31-16

Taken, subscribed and sworn to before me this 31 day of MAY, 2016.

By Commission expires MAY 7, 2021



[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.**