



<b>Purchase Change Request</b>		 Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100		<b>Order #</b> MU17CEILING		
FY 18	Buyer JB	Date 6/30/17	Account VARIOUS	P.O. Date 06/27/16	Contract	
<b>Document</b>			<b>Document Action</b>			
<input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input checked="" type="checkbox"/> Open End Contract Purchase <input type="checkbox"/> Agreement			<input type="checkbox"/> Cancellation <input checked="" type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance <input type="checkbox"/> Freight <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Extension Error			
			<input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/Address <input type="checkbox"/> Other			
Vendor Name, Address, Phone #, etc.			Vendor Code		BOG Unit Name & Address	
FPS BUILDING AND DEVELOPMENT INC 1065 RITTER DRIVE BEAVER, WV 25813					Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100	
Ph# 304-860-8601		Fax		FEIN# 45-5228540		
Item#	Quantity	Description of Change			Unit Price	Extended Price
		<b>Change Order # <u>2</u></b>  To renew contract #MU17CEILING according to all terms, conditions and specifications contained in the original contract and authorized change order, subject to the following price changes.  Ceiling Tile Installation Contract  Renewal Period: July 1, 2017 - June 30, 2018 Renewal # 1 of 4 Renewals Remaining: (3) three				
Reason for Change: <b>Renewal</b>				Previous Total	\$ OPEN-END	
				Increase	\$ _____	
				Decrease	\$ _____	
				New Total	\$ OPEN-END	

Approved:  \_\_\_\_\_ Date 7-6-17

Authorized Signature

N/A  
Attorney General if required \_\_\_\_\_ Date \_\_\_\_\_

LABOR TO INSTALL GRID ONLY - PER SQUARE FT.					
2 x 4 x 15/16 grid layout					
#	HEIGHT	A - MASONRY		B - SHEETROCK	
		Now Reads	Change to Read	Now Reads	Change to Read
1-1	8 ft. height	\$ 1.03	<b>1.08</b>	\$ .98	<b>1.03</b>
1-2	10 ft. height	\$ 1.08	<b>1.13</b>	\$ 1.02	<b>1.07</b>
1-3	12 ft. height	\$ 1.13	<b>1.19</b>	\$ 1.08	<b>1.13</b>
2 x 2 x 15/16 grid layout					
1-4	8 ft. height	\$ 1.08	<b>1.13</b>	\$ 1.03	<b>1.08</b>
1-5	10 ft. height	\$ 1.13	<b>1.19</b>	\$ 1.07	<b>1.12</b>
1-6	12 ft. height	\$ 1.18	<b>1.24</b>	\$ 1.12	<b>1.18</b>
2 x 4 x 9/16 grid layout					
1-7	8 ft. height	\$ 1.00	<b>1.05</b>	\$ .95	<b>1.00</b>
1-8	10 ft. height	\$ 1.05	<b>1.10</b>	\$ .99	<b>1.04</b>
1-9	12 ft. height	\$ 1.10	<b>1.15</b>	\$ 1.03	<b>1.08</b>
2 x 2 x 9/16 grid layout					
1-10	8 ft. height	\$ 1.02	<b>1.07</b>	\$ .97	<b>1.02</b>
1-11	10 ft. height	\$ 1.06	<b>1.11</b>	\$ 1.01	<b>1.06</b>
1-12	12 ft. height	\$ 1.10	<b>1.15</b>	\$ 1.06	<b>1.11</b>
LABOR TO INSTALL CEILING TILE ONLY - PER SQUARE FT.					
SQUARE EDGE (2X2)		Now Reads		Change to Read	
2-1	8 ft. height	\$ .69		.72	
2-2	10 ft. height	\$ .72		.75	
2-3	12 ft. height	\$ .75		.79	
SQUARE EDGE (2 X 4)		Now Reads		Change to Read	
2-4	8 ft. height	\$ .40		.42	
2-5	10 ft. height	\$ .43		.45	
2-6	12 ft. height	\$ .46		.48	
REVEALED EDGE (2 X 2)		Now Reads		Change to Read	
2-7	8 ft. height	\$ .78		.82	
2-8	10 ft. height	\$ .83		.87	
2-9	12 ft. height	\$ .88		.92	
REVEALED EDGE (2 X 4)		Now Reads		Change to Read	
2-10	8 ft. height	\$ .45		.47	
2-11	10 ft. height	\$ .50		.53	
2-12	12 ft. height	\$ .55		.56	
DEMOLITION – PER SQUARE FT.					
DEMOLITION OF CEILING TILE		Now Reads		Change to Read	
3-1	8 ft. height	\$ .35		.37	
3-2	10 ft. height	\$ .38		.40	
3-3	12 ft. height	\$ .41		.43	
DEMOLITION OF CEILING GRID (2X2 OR 2X4)		Now Reads		Change to Read	
3-4	8 ft. height	\$ .54		.57	
3-5	10 ft. height	\$ .56		.59	
3-6	12 ft. height	\$ .58		.61	
OTHER					
4-1	Hourly amount for additional work to be approved by the Physical Plant Department. (Quotation attached)			\$35/hour \$50/hour O.T.	

Purchasing Sheet

Vendor: FPS Building & Development, Inc

Contract: MU17CEILING

Pricing

Labor to Install Grid Only- per Square Ft.

2x4x15/16 grid layout

#	Height	A-Masonry	B-Sheetrock
1	8 ft height	\$1.08	\$1.03
2	10 ft height	\$1.13	\$1.07
3	12 ft height	\$1.19	\$1.13

2x2x15/16 grid layout

4	8 ft height	\$1.13	\$1.08
5	10 ft height	\$1.19	\$1.12
6	12 ft height	\$1.24	\$1.18

2x4x9/16 grid layout

7	8 ft height	\$1.05	\$1.00
8	10 ft height	\$1.10	\$1.04
9	12 ft height	\$1.15	\$1.08

2x2x9/16 grid layout

10	8 ft height	\$1.07	\$1.02
11	10 ft height	\$1.11	\$1.06
12	12 ft height	\$1.15	\$1.11

Labor to Install Ceiling Tile Only- per Square Ft

Square Edge

2 x 2		
13	8 ft height	\$0.72
14	10 ft height	\$0.75
15	12 ft height	\$0.79

2 x 4

16	8 ft height	\$0.42
17	10 ft height	\$0.45
18	12 ft height	\$0.48

Reveal Edge

19	8 ft height	\$0.47
20	10 ft height	\$0.53
21	12 ft height	\$0.58

2 x 2

22	8 ft height	\$0.82
23	10 ft height	\$0.87
24	12 ft height	\$0.92

Demo Only

25	8 ft height	\$0.37
26	10 ft height	\$0.40
27	12 ft height	\$0.43

Grid

28	8 ft height	\$0.57
29	10 ft height	\$0.59
30	12 ft height	\$0.61

# FPS Building & Development, Inc

1065 Ritter Drive  
Beaver, WV 25813  
304-763-7911  
[fpsbd.wv@gmail.com](mailto:fpsbd.wv@gmail.com)

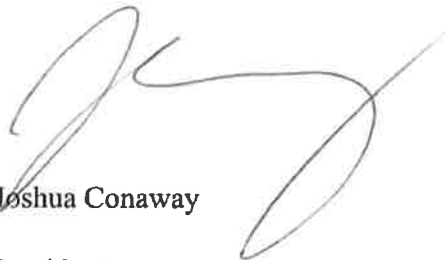
June 27, 2017

RE: MU17CEILINGTILE

Dear Mr.Osburn,

We would like to renew our contract for the designated ceiling tile installation on the campus of Marshall University, Huntington, West Virginia. We are requesting a 5% increase due to rising labor costs. Please see attached price sheet for your review.

Sincerely,



Joshua Conaway

President

FPS Building & 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 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, Inc

Authorized Signature: [Signature] Date: 06/27/17

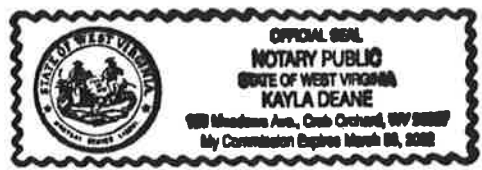
State of WV

County of Raleigh, to-wit:

Taken, subscribed, and sworn to before me this 27 day of June, 2017.

My Commission expires March 03, 2022.

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]

## UC Defaulted Accounts Search Results

Sorry, no records matching your criteria were found.

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FEIN: 455228540  
Business name: FPS BUILDING AND DEVELOPMENT INC  
Doing business  
as/Trading as:

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Please use your browsers back button to try again.

<a href="#">WorkforceWV</a>	<a href="#">Unemployment Compensation</a>	<a href="#">Offices of the Insurance Commissioner</a>
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