



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

 List View

General Information | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#)

Procurement Folder: 58414

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0612

Vendor ID: 

SO Doc ID: DPS1500000010

Legal Name: FPS BUILDING & DEVELOPMENT INC


Published Date: 2/13/15

Alias/DBA:

Close Date: 2/25/15



Total Bid: \$0.00

Close Time: 13:30

Response Date: 

Status: Closed

Response Time:

Solicitation Description:  

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 : 58414

Solicitation Description : Addendum No. 1 - HVAC Corrective Maintenance for WVSP

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2015-02-25 13:30:00	SR 0612 ESR02251500000002235	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	HVAC Corrective Maintenance - see attached specifications	0.00000	LS	\$68,800.00	

Comm Code	Manufacturer	Specification	Model #
72151200			

Extended Description : Addendum No. 1 - Responses to vendor questions attached. The bid opening remains on 02/25/2015 at 1:30 pm. See attached pages.

THE WV PURCHASING DIVISION FOR THE AGENCY, WV STATE POLICE, IS SOLICITING BIDS FOR AN OPEN-END CONTRACT TO PROVIDE HVAC CORRECTIVE MAINTENANCE FOR SIX (6) TROOP LOCATIONS

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

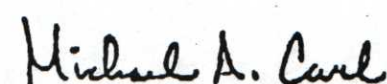
Date Issued

AUGUST 22, 2014

Expiration Date

AUGUST 22, 2015


Authorized Company Signature


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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DPS150000010

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.

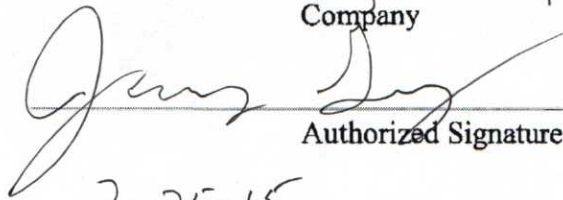
Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" 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.

F.P.S. Building & Development, Inc
Company


Authorized Signature

2.25.15

Date

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

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

F.P.S. Building & Development, Inc.
(Company)

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

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

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: F.P.S. Buildings & Development, Inc

Authorized Signature: [Signature] Date: 2-25-15

State of West Virginia

County of Raleigh, to-wit:

Taken, subscribed, and sworn to before me this 25th day of February, 2015.

My Commission expires October 26, 2020.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 07/01/2012)





**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 F.P.S. Building & Development, Inc. and,
(Company Name)
2. I do hereby attest that F.P.S. Building & Development, Inc.
(Company Name)

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

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

By: James Gray

Title: V.P.

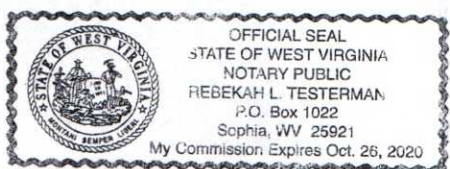
Company Name: F.P.S. Building & Development

Date: 2-25-15

Taken, subscribed and sworn to before me this 25th day of February, 2015.

By Commission expires October 26, 2020

(Seal)



Rebekah L. Testerman
(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.

CRFQ - DPS1500000010 - Pricing Page - TROOP 6

Labor Quote Item #	Description	Unit of Measure	Estimated Annual Quantity *	Unit Price ***	Extended Amount
3.1.1	Basic - Technician Rate	Hour	100	127	12,700
3.1.1	Basic - Helper Rate	Hour	75	58	4,350
3.1.1	Basic - Laborer Rate	Hour	75	104	7,800
3.1.1	Overtime Technician Rate	Hour	50	190	9,500
3.1.1	Overtime Helper Rate	Hour	25	87	2,175
3.1.1	Overtime Laborer Rate	Hour	25	155	3,875
3.1.1	Holiday Technician Rate	Hour	50	250	12,500
3.1.1	Holiday Helper Rate	Hour	25	115	2,875
3.1.1	Holiday Laborer Rate	Hour	25	205	5,125
3.1.1	Truck charges - per round trip	Each	10	65	650

Parts Quote Item #	Description	Estimated Parts Cost **	MarkUp Percentage	Extended Amount
3.1.5	Parts	\$5,000.00	45%	7,250

OVERALL COST: 69,800

Bidder/Vendor information:

Name:
Address:
Phone No.:
Fax No.:
Email Address:
Authorized Signature

- NOTES:**
- * Quantities are estimated for bid evaluation purposes only.
 - ** Estimated cost for bid evaluation purposes only.
 - *** Enter a Unit Price of zero (0) if item will be provided at no cost - enter N/B if the item is not being bid or provided.

Failure to use this form will result in automatic disqualification.

BID BOND

Western Surety Company
101 S. Reid Street, Suite 300 Sioux Falls, SD 57103

CONTRACTOR:

(Name, legal status and address)

FPS Building & Development, Inc.
1065 Ritter Drive
Beaver, WV 25813

OWNER:

(Name, legal status and address)

West Virginia State Police
4124 Kanawha Turnpike, South Charleston, WV 25309

SURETY:

(Name, legal status and principal place of business)

Western Surety Company

101 S. Reid Street, Suite 300
Sioux Falls, SD 57103

BOND AMOUNT: NOT TO EXCEED 5% (\$3,440.00)

PROJECT:

(Name, location or address, and Project number, if any)

HVAC Corrective Maintenance for Troop Locations for WVSP
CRFQ 0612 DPS 150000010

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of February, 2015.

FPS Building & Development, Inc.

[Signature]
(Principal)

(Seal)

President
(Title)

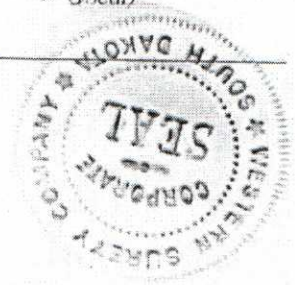
(Witness)

[Signature]
(Witness)

Western Surety Company

[Signature]
(Surety) Jessica N. Griffin (Seal)

Attorney In Fact
(Title)



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 71640894

for FPS Building & Development, Inc.
as Principal in the penalty amount not to exceed: \$ 3,440.00

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 25th day of February 2015

ATTEST

A. Viator
A. Viator, Assistant Secretary

WESTERN SURETY COMPANY
By *Paul T. Bruflatt*
Paul T. Bruflatt, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 25th day of February 2015, before me, a Notary Public, personally appeared Paul T. Bruflatt and A. Viator

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.



My Commission Expires August 11, 2016

S. Petrik
Notary Public