



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

State of West Virginia  
Centralized Request for Quote

<b>Proc Folder:</b> 1340250			<b>Reason for Modification:</b> Addendum No. 1
<b>Doc Description:</b> Construction Flooring Replacement Contract			
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-04-29	2024-05-07 13:30	CRFQ 0613 VNF2400000009	2

**BID RECEIVING LOCATION**

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

**VENDOR**

**Vendor Customer Code:** VS0000043396  
**Vendor Name:** Lawsons Floor Covering and Decorative Touches, Inc.  
**Address:** 1822 Kanawha Terr  
**Street:**  
**City:** St Albans  
**State:** WV **Country:** US **Zip:** 25177  
**Principal Contact:** Joel Lawson  
**Vendor Contact Phone:** 3049937463 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

David H Pauline  
304-558-0067  
david.h.pauline@wv.gov

RECEIVED

2024 MAY -7 PM 12:42

WV PURCHASING  
DIVISION

**Vendor  
Signature X**

**FEIN#**

550674826

**DATE**

5/6/24

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

**ADDITIONAL INFORMATION**

Addendum No. 1

To provide the pre-bid sign-in sheets, see attached.  
To provide responses to the vendor technical questions, see attached.  
Bid opening remains May 7, 2024, at 1:30 pm., est.

No other changes

**INVOICE TO**

DIVISION OF VETERANS  
AFFAIRS  
1 FREEDOMS WAY

CLARKSBURG WV  
US

**SHIP TO**

VETERAN'S NURSING  
FACILITY  
1 FREEDOMS WAY

CLARKSBURG WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Flooring Replacement Contract				

Comm Code	Manufacturer	Specification	Model #
72152507			

**Extended Description:**

See Exhibit "A" pricing page to input pricing.

Tile and Cove Base

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-bid Meeting at 10:00 am., est.	2024-04-23
2	Vendor Technical Questions Due By 11:00 am., est.	2024-04-29

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ VNF2400000009**

**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.

Lawson's Floor Covering and Decorative  
Company Towles, Inc.

[Signature]  
Authorized Signature

5/6/24  
Date

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

# **SOLICITATION NUMBER: CRFQ VNF2400000009**

## **Addendum Number: 1**

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The purpose of this addendum is to modify the solicitation identified as CRFQ VNF2400000009 to reflect the change(s) identified and described below.

### **Applicable Addendum Category:**

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought.
- ☒ To respond to technical questions
- ☒ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

### **Additional Documentation:**

- 1. To provide pre-bid sign-in sheet, see attached.**
- 2. To respond to vendor technical questions, see attached.**
- 3. Bid opening date and time remains May 7, 2024, at 1:30 pm., est.**

**No other changes.**

### **Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ VNF24\*09 06/3  
 Date of Pre-Bid Meeting: April 23, 2024 @ 10:00 AM  
 Location of Prebid Meeting: ADMIN OFFICE of Sheriff Reed

**Please Note:**

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.  
 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.  
 For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
Musicks total service	Jamie Evans	Verdunville WV 25649	304-601-6660		musicks total service @outlook.com
Hasten Services	Matt Jackson	1300 University Ave 26505	423-280-8426		director@hasten services.com
HASTEN SERVICES	JAMES Merrill	1300 UNIVERSITY AVE MORGANTOWN WV 26505	3046776231		INFO@HASTENSERVICES.COM
Continental Flooring	PETE coleman		(480)949-8509		PCOLEMAN @ ContinentalFlooring.com
Casey Carpets and Flooring	Rex Stone	9319 N. 94th Way Suite 1000 SCOTTSDALE AZ			
	Caleb Moore	804 West Main Street Bridgeport WV 26330	304-933-3516		Sales@casey carpets and Flooring.com.
LAWSON'S FLOOR COVERINGS	Joc D. Lawson	1822 D Kanawha Terrace 3+ ALBANS WV 25177	304-541 7264	Ø	lawsonsfloorcovering @gmail.com

**\*One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

**ATTACHMENT A**

**FLOORING**

**CRFQ VNF2400000009**

**Vendor Questions & Answers**

Q1. Under Exhibit C—Scope of Work, paragraph SW.7.2 it states that “Agency personnel shall be responsible for moving furniture”. Please confirm this to us as soon as possible.

A1. Yes, Agency personnel shall be responsible for moving furniture.

**END OF QUESTIONS AND ANSWERS**

REQUEST FOR QUOTATION – CRFQ VNF24\*09  
FLOORING REPLACEMENT

**EXHIBIT D – VENDOR EXPERIENCE FORM**

Vendor Name:

Is Vendor Factory Authorized?

Lawson's Floor Covering and Decorative Tiles, Inc.  
☒ Yes ☐ No (circle one) by Mohawk, Shaw  
(Manufacturer/Factory)

# Years in Business: 60 # Years installing LVT: 60

# Years prepping concrete floors for installation of LVT: 60

**Examples of experience** (attach additional paper if necessary):

1. Customer's Business Name      City/State      Year completed      Contact Name & Phone #

WV DNR      Canaan      2023      Matt Yeager  
304 633 6552

Description of item(s) installed, work performed, equipment and tools used:

> 12,000 sq ft of flooring replacement at  
main lodge of Canaan Valley Resort

2. Customer's Business Name      City/State      Year completed      Contact Name & Phone #

WV DNR      Charleston      2022      sub through with Contractor  
800 372 7307

Description of item(s) installed, work performed, equipment and tools used:

Install design flooring in Claudia  
Workman Educational Center

3. Customer's Business Name      City/State      Year completed      Contact Name & Phone #

Canterbury Construction      Princeton WV      2023      Larry Canterbury  
304 663 6374

Description of item(s) installed, work performed, equipment and tools used:

148 units / 120,000 sq ft of carpet and vinyl plank  
in high occupancy subsidized housing

REQUEST FOR QUOTATION – CRFQ VNF24\*09  
FLOORING REPLACEMENT

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11. **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 by the Third (3) Walk-Through Inspection for each phase of the contract. 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.
12. **VENDOR DEFAULT: The following shall be considered a Vendor Default under this Contract:**
- 12.1. Failure to perform Contract Services in accordance with the requirements contained herein.
  - 12.2. Failure to comply with other specifications and requirements contained herein.
  - 12.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 12.4. Failure to remedy deficient performance upon request.
  - 12.5. The following remedies shall be available to Agency upon default.
    - 12.5.1. Immediate cancellation of the Contract.
    - 12.5.2. Immediate cancellation of one or more release orders issued under this Contract.
    - 12.5.3. Any other remedies available in law or equity.
13. **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: Bel Lawson

Telephone Number: 304 993 7463

Fax Number: 304 727 4369

Email Address: ~~Bel~~ lawsonsfloorcovering@gmail.com



**Subcontractor List Submission (Construction Contracts Only)**

**Bidder's Name:** Lawson's Floor Covering and Decorative Touches, Inc.



Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

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.

(Printed Name and Title) Joel Lawson  
(Address) 1822 Kanawha Terr St Albans WV 25177  
(Phone Number) / (Fax Number) 304 993 7463  
(email address) lawsonsfloorcovering@gmail.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Lawson's Floor Covering and Decorative Tatches, Inc.  
(Company)  
Joel Lawson  
(Signature of Authorized Representative)  
(Printed Name and Title of Authorized Representative) (Date)  
304 993 7463  
(Phone Number) (Fax Number)  
lawsonsfloorcovering@gmail.com  
(Email Address)



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

I, PAMELA S. LAWSON, after being first duly sworn, depose and state as follows:

1. I am an employee of LAWSON'S FLOOR COVERINGS, and,  
(Company Name)
2. I do hereby attest that LAWSON'S FLOOR COVERINGS  
(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: Pamela S. Lawson

Signature: Pamela S. Lawson

Title: Adm Sec/TREAS

Company Name: LAWSON'S FLOOR COVERINGS

Date: 8/8/23

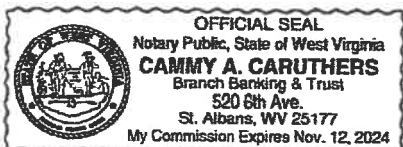
STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

Taken, subscribed and sworn to before me this 8 day of Aug, 2023.

By Commission expires 11/12/24

(Seal)



Cammy A. Caruthers  
(Notary Public)

# **LAWSON'S FLOOR COVERING & DECORATIVE TOUCHES**

## **Employee Drug-free Workplace Policy**

**(Revised 08/01/2023)**

Lawson's Floor Covering & Decorative Touches, in compliance with West Virginia Code: (S)21-1-5, Employee Drug-free Workplace Policy, and the Drug-Free Workplace Act of 1988, has a longstanding commitment to provide a safe, quality-oriented and productive work environment. Alcohol and drug misuse poses a threat to the health and safety of Lawson's employees and to the security of the company's equipment and facilities. For these reasons, Lawsons Floor Coverings is committed to the elimination of drug and alcohol use and misuse in the workplace.

This policy applies to all employees and all applicants for employment of Lawson's Floor Coverings. All applicants must be drug tested prior to employment with Lawson's. The Corporate Administration is responsible for policy administration.

Lawson's Floor Coverings will assist and support employees who voluntarily seek help for drug or alcohol addiction before becoming subject to discipline or termination under this policy. Employees will be allowed accommodations to seek assistance as required by law.

This policy does not prohibit employees from the lawful use and possession of prescribed medications.

The following guidelines, in a limited version, must be followed. Extended explanation may be found in the WV Code (s) 21-1, Employee Drug-free Workplace Policy.

1. All employees must complete a preemployment drug test.
2. Random drug testing will be conducted annually for employees assigned to safety-sensitive duties.
3. Any employee who may have caused or contributed to an accident on the job may be drug tested where reasonable cause exists to suspect that the employee may be intoxicated or under the influence of a controlled substance.
4. Any employee suspected to have reported to work or is working under the influence of any substance will complete a drug test. Written documentation by the supervisor must be completed.
5. All drug tests must be performed by a certified outlet.
6. Provide a copy of all policies to employees.
7. Provide annual training on being a drug-free workplace.

All questions, issues or concerns are to be directed to the company's officers who are the responsible party for all policies.

(Attached: West Virginia Code: s21-1D-5

## **WEST VIRGINIA CODE: §21-1D-5**

### **§21-1D-5. Employee drug-free workplace policy required to bid for a public improvement contract.**

After July 1, 2008, any solicitation for a public improvement contract shall require each contractor that submits a bid for the work to submit an affidavit that the contractor has a written plan for a drug-free workplace policy prior to being awarded a contract. If the affidavit is not submitted with the bid submission, the public authority 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. A public improvement contract may not be awarded to a contractor who does not have a written plan for a drug-free workplace policy and who has not submitted that plan to the appropriate contracting authority in timely fashion.

For subcontractors, compliance with this section may take place before their work on the public improvement is begun.

A drug-free workplace policy shall include the following:

(1) Establish drug testing and alcohol testing protocols that at a minimum require a contractor to:

(A) Conduct preemployment drug tests of all employees;

(B) Conduct random drug testing that annually tests at least ten percent of the contractor's employees who perform safety-sensitive duties;

(C) Conduct a drug test or alcohol test of any employee who may have caused or contributed to an accident while conducting job duties where reasonable cause exists to suspect that the employee may be intoxicated or under the influence of a controlled substance not prescribed by the employee's physician when, but not limited to, the employer has evidence that an employee is or was using alcohol or a controlled substance drawn from specific documented, objective facts and reasonable inferences drawn from these facts in light of experience and training.

The drug or alcohol test shall be conducted as soon as possible after the accident occurred and after any necessary medical attention has been administered to the employee.

(D) Conduct a drug test or alcohol test of any employee when a trained supervisor has reasonable cause to believe that the employee has reported to work or is working under the influence of a drug of abuse or alcohol. Written documentation as to the nature of a supervisor's reasonable cause shall be created.

In order to ascertain and justify implementation of a reasonable cause test, all supervisors will be trained to recognize drug- and alcohol-related signs and symptoms.

- (2) Require that all drug tests performed pursuant to this section be conducted by a laboratory certified by the United States Department of Health and Human Services or its successor;
- (3) Establish standards governing the performance of drug tests by such a laboratory that include, but are not limited to, the following:
  - (A) The collection of urine specimens of individuals in a scientifically or medically approved manner and under reasonable and sanitary conditions;
  - (B) The collection and testing of urine specimens with due regard for the privacy of the individual being tested and in a manner reasonably calculated to prevent substitutions or interference with the collection and testing of specimens;
  - (C) The documentation of urine specimens through procedures that reasonably preclude the possibility of erroneous identification of test results and that provide the individual being tested a reasonable opportunity to furnish information identifying any prescription or nonprescription drugs used by the individual in connection with a medical condition to the medical review officer;
  - (D) The collection, maintenance, storage and transportation of urine specimens in a manner that reasonably precludes the possibility of contamination or adulteration of the specimens;
  - (E) The testing of a urine specimen of an individual to determine if the individual ingested, was injected or otherwise introduced with a drug of abuse in a manner that conforms to scientifically accepted analytical methods and procedures that include verification and confirmation of any positive test result by gas chromatography or mass spectrometry.
- (4) Establish standards and procedures governing the performance of alcohol tests;
- (5) Require that a medical review officer review all drug tests that yield a positive result;
- (6) Establish procedures by which an individual who undergoes a drug test or alcohol test may contest a positive test result;
- (7) Require that when an employee of a contractor tests positive for a drug of abuse or alcohol, or if an employee is caught adulterating a drug or alcohol test, as defined in section four hundred twelve, article four, chapter sixty-a of this code, the employee is subject to appropriate disciplinary measures up to and including termination from employment, in accordance with the contractor's written drug-free workplace policy. If not terminated, the employee is subject to random drug or alcohol tests at any time for one year after the positive test;

(8) Require that when a supervisor has reasonable cause to believe an employee is under the influence of a drug of abuse or alcohol at work and requires the employee to take a drug or alcohol test, the employee shall immediately be suspended from performing safety-sensitive tasks by the contractor until such time as a drug or alcohol test is performed and results of that test are available;

(9) Require a contractor to provide to any employee testing positive for a drug of abuse or alcohol the list of community resources where employees may seek assistance for themselves or their families as identified in paragraph (D), subdivision (12) of this section;

(10) Require that a contractor assist an employee who voluntarily acknowledges that the employee may have a substance abuse problem by providing the list of community resources where employees may seek assistance for themselves or their families as identified in paragraph (D), subdivision (12) of this section;

(11) Require that a contractor establish a written drug-free workplace policy regarding substance abuse and provide a copy of the written policy to each of its employees and to each applicant for employment. The written policy shall contain, at a minimum, all of the following:

(A) A summary of all the elements of the drug-free workplace policy established in accordance with this article;

(B) A statement that it is the contractor's intention to create a drug-free workplace environment;

(C) Identification of an employee who has been designated the contractor's drug-free workplace representative;

(D) Shall list the types of tests an employee may be subject to, which may include, but are not limited to, the following:

(i) Preemployment;

(ii) Post-accident;

(iii) Random; and

(iv) Reasonable cause.

(12) Require that a contractor provide within six weeks of new employment at least two hours of drug-free workplace employee education for all employees unless that employee has already received such training anytime within a prior two-year period. The employee shall participate in drug-free workplace employee education at least biannually thereafter. The employee education shall include all of the following:



(A) Detailed information about the content of the contractor's specific drug-free workplace policy and an opportunity for employees to ask questions regarding the policy;

(B) The distribution of a hard copy of the written drug-free workplace policy, including collecting an employee-signed acknowledgment receipt from each employee;

(C) Specific explanation of the basics of drugs and alcohol abuse, including, but not limited to, the disease model, signs and symptoms associated with substance abuse, and the effects and dangers of drugs or alcohol in the workplace; and

(D) A list of community resources where employees may seek assistance for themselves or their families.

(13) Require that a contractor provide at least two hours of drug-free workplace supervisor training for all supervisory employees and annually thereafter. The supervisor training shall include all of the following:

(A) How to recognize a possible drug or alcohol problem;

(B) How to document behaviors that demonstrate a drug or alcohol problem;

(C) How to confront employees with the problem from observed behaviors;

(D) How to initiate reasonable suspicion and post-accident testing;

(E) How to handle the procedures associated with random testing;

(F) How to make an appropriate referral for assessment and assistance;

(G) How to follow up with employees returning to work after a positive test; and

(H) How to handle drug-free workplace responsibilities in a manner that is consistent with the applicable sections of any pertinent collective bargaining agreements.

# **LAWSON'S FLOOR COVERING & DECORATIVE TOUCHES**

## **Employee Drug-free Workplace Policy**

**(Revised 08/01/2023)**

Lawson's Floor Covering & Decorative Touches, in compliance with West Virginia Code: (S)21-1-5, Employee Drug-free Workplace Policy, and the Drug-Free Workplace Act of 1988, has a longstanding commitment to provide a safe, quality-oriented and productive work environment. Alcohol and drug misuse poses a threat to the health and safety of Lawson's employees and to the security of the company's equipment and facilities. For these reasons, Lawsons Floor Coverings is committed to the elimination of drug and alcohol use and misuse in the workplace.

This policy applies to all employees and all applicants for employment of Lawson's Floor Coverings. All applicants must be drug tested prior to employment with Lawson's. The Corporate Administration is responsible for policy administration.

Lawson's Floor Coverings will assist and support employees who voluntarily seek help for drug or alcohol addiction before becoming subject to discipline or termination under this policy. Employees will be allowed accommodations to seek assistance as required by law.

This policy does not prohibit employees from the lawful use and possession of prescribed medications.

The following guidelines, in a limited version, must be followed. Extended explanation may be found in the WV Code (s) 21-1, Employee Drug-free Workplace Policy.

1. All employees must complete a preemployment drug test.
2. Random drug testing will be conducted annually for employees assigned to safety-sensitive duties.
3. Any employee who may have caused or contributed to an accident on the job may be drug tested where reasonable cause exists to suspect that the employee may be intoxicated or under the influence of a controlled substance.
4. Any employee suspected to have reported to work or is working under the influence of any substance will complete a drug test. Written documentation by the supervisor must be completed.
5. All drug tests must be performed by a certified outlet.
6. Provide a copy of all policies to employees.
7. Provide annual training on being a drug-free workplace.

All questions, issues or concerns are to be directed to the company's officers who are the responsible party for all policies.

(Attached: West Virginia Code: s21-1D-5

## WEST VIRGINIA CODE: §21-1D-5

### **§21-1D-5. Employee drug-free workplace policy required to bid for a public improvement contract.**

After July 1, 2008, any solicitation for a public improvement contract shall require each contractor that submits a bid for the work to submit an affidavit that the contractor has a written plan for a drug-free workplace policy prior to being awarded a contract. If the affidavit is not submitted with the bid submission, the public authority 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. A public improvement contract may not be awarded to a contractor who does not have a written plan for a drug-free workplace policy and who has not submitted that plan to the appropriate contracting authority in timely fashion.

For subcontractors, compliance with this section may take place before their work on the public improvement is begun.

A drug-free workplace policy shall include the following:

(1) Establish drug testing and alcohol testing protocols that at a minimum require a contractor to:

(A) Conduct preemployment drug tests of all employees;

(B) Conduct random drug testing that annually tests at least ten percent of the contractor's employees who perform safety-sensitive duties;

(C) Conduct a drug test or alcohol test of any employee who may have caused or contributed to an accident while conducting job duties where reasonable cause exists to suspect that the employee may be intoxicated or under the influence of a controlled substance not prescribed by the employee's physician when, but not limited to, the employer has evidence that an employee is or was using alcohol or a controlled substance drawn from specific documented, objective facts and reasonable inferences drawn from these facts in light of experience and training.

The drug or alcohol test shall be conducted as soon as possible after the accident occurred and after any necessary medical attention has been administered to the employee.

(D) Conduct a drug test or alcohol test of any employee when a trained supervisor has reasonable cause to believe that the employee has reported to work or is working under the influence of a drug of abuse or alcohol. Written documentation as to the nature of a supervisor's reasonable cause shall be created.

In order to ascertain and justify implementation of a reasonable cause test, all supervisors will be trained to recognize drug- and alcohol-related signs and symptoms.

(2) Require that all drug tests performed pursuant to this section be conducted by a laboratory certified by the United States Department of Health and Human Services or its successor;

(3) Establish standards governing the performance of drug tests by such a laboratory that include, but are not limited to, the following:

(A) The collection of urine specimens of individuals in a scientifically or medically approved manner and under reasonable and sanitary conditions;

(B) The collection and testing of urine specimens with due regard for the privacy of the individual being tested and in a manner reasonably calculated to prevent substitutions or interference with the collection and testing of specimens;

(C) The documentation of urine specimens through procedures that reasonably preclude the possibility of erroneous identification of test results and that provide the individual being tested a reasonable opportunity to furnish information identifying any prescription or nonprescription drugs used by the individual in connection with a medical condition to the medical review officer;

(D) The collection, maintenance, storage and transportation of urine specimens in a manner that reasonably precludes the possibility of contamination or adulteration of the specimens;

(E) The testing of a urine specimen of an individual to determine if the individual ingested, was injected or otherwise introduced with a drug of abuse in a manner that conforms to scientifically accepted analytical methods and procedures that include verification and confirmation of any positive test result by gas chromatography or mass spectrometry.

(4) Establish standards and procedures governing the performance of alcohol tests;

(5) Require that a medical review officer review all drug tests that yield a positive result;

(6) Establish procedures by which an individual who undergoes a drug test or alcohol test may contest a positive test result;

(7) Require that when an employee of a contractor tests positive for a drug of abuse or alcohol, or if an employee is caught adulterating a drug or alcohol test, as defined in section four hundred twelve, article four, chapter sixty-a of this code, the employee is subject to appropriate disciplinary measures up to and including termination from employment, in accordance with the contractor's written drug-free workplace policy. If not terminated, the employee is subject to random drug or alcohol tests at any time for one year after the positive test;

(8) Require that when a supervisor has reasonable cause to believe an employee is under the influence of a drug of abuse or alcohol at work and requires the employee to take a drug or alcohol test, the employee shall immediately be suspended from performing safety-sensitive tasks by the contractor until such time as a drug or alcohol test is performed and results of that test are available;

(9) Require a contractor to provide to any employee testing positive for a drug of abuse or alcohol the list of community resources where employees may seek assistance for themselves or their families as identified in paragraph (D), subdivision (12) of this section;

(10) Require that a contractor assist an employee who voluntarily acknowledges that the employee may have a substance abuse problem by providing the list of community resources where employees may seek assistance for themselves or their families as identified in paragraph (D), subdivision (12) of this section;

(11) Require that a contractor establish a written drug-free workplace policy regarding substance abuse and provide a copy of the written policy to each of its employees and to each applicant for employment. The written policy shall contain, at a minimum, all of the following:

(A) A summary of all the elements of the drug-free workplace policy established in accordance with this article;

(B) A statement that it is the contractor's intention to create a drug-free workplace environment;

(C) Identification of an employee who has been designated the contractor's drug-free workplace representative;

(D) Shall list the types of tests an employee may be subject to, which may include, but are not limited to, the following:

(i) Preemployment;

(ii) Post-accident;

(iii) Random; and

(iv) Reasonable cause.

(12) Require that a contractor provide within six weeks of new employment at least two hours of drug-free workplace employee education for all employees unless that employee has already received such training anytime within a prior two-year period. The employee shall participate in drug-free workplace employee education at least biannually thereafter. The employee education shall include all of the following:

(A) Detailed information about the content of the contractor's specific drug-free workplace policy and an opportunity for employees to ask questions regarding the policy;

(B) The distribution of a hard copy of the written drug-free workplace policy, including collecting an employee-signed acknowledgment receipt from each employee;

(C) Specific explanation of the basics of drugs and alcohol abuse, including, but not limited to, the disease model, signs and symptoms associated with substance abuse, and the effects and dangers of drugs or alcohol in the workplace; and

(D) A list of community resources where employees may seek assistance for themselves or their families.

(13) Require that a contractor provide at least two hours of drug-free workplace supervisor training for all supervisory employees and annually thereafter. The supervisor training shall include all of the following:

(A) How to recognize a possible drug or alcohol problem;

(B) How to document behaviors that demonstrate a drug or alcohol problem;

(C) How to confront employees with the problem from observed behaviors;

(D) How to initiate reasonable suspicion and post-accident testing;

(E) How to handle the procedures associated with random testing;

(F) How to make an appropriate referral for assessment and assistance;

(G) How to follow up with employees returning to work after a positive test; and

(H) How to handle drug-free workplace responsibilities in a manner that is consistent with the applicable sections of any pertinent collective bargaining agreements.



# CONTRACTOR LICENSE

AUTHORIZED BY THE  
West Virginia Contractor  
Licensing Board

NUMBER: WV006971

CLASSIFICATION:

RESIDENTIAL  
SPECIALTY  
FLOOR COVERING

LAWSONS FLOOR COVER & DEC TOUCH INC  
DBA LAWSONS FLOOR COVER & DEC TOUCH INC  
1822 KANAWHA TERRACE  
SAINT ALBANS, WV 25177-3821

DATE ISSUED

EXPIRATION DATE

FEBRUARY 28, 2024

FEBRUARY 28, 2025

Authorized Signature

Chair, West Virginia Contractor  
Licensing Board



WEST VIRGINIA  
CONTRACTOR  
LICENSING BOARD

A copy of this license must be readily available for inspection by the Board on every job site where contracting 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 is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.





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

State of West Virginia  
Centralized Request for Quote

<b>Proc Folder:</b> 1340250			<b>Reason for Modification:</b>
<b>Doc Description:</b> Construction Flooring Replacement Contract			
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-04-11	2024-05-07 13:30	CRFQ 0613 VNF2400000009	1

**BID RECEIVING LOCATION**

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

**City :**

**State :** **Country :** **Zip :**

**Principal Contact :**

**Vendor Contact Phone:** **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

David H Pauline  
304-558-0067  
david.h.pauline@wv.gov

<b>Vendor Signature X</b>	<b>FEIN#</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION****Construction**

The West Virginia Purchasing Division, is soliciting bids on behalf of the WV Veterans Nursing Facility, to establish a Construction Contract to provide all labor, material, tools, supplies and equipment necessary to remove and dispose of carpet, prep subfloor, purchase and install vinyl flooring and cove base per the attached Specifications, Exhibits and Terms & Conditions.

\*\*\*\*\*

**Mandatory Pre-bid Meeting:**

1 Freedom Way

Clarksburg, WV 26306

April 23, 2024 at 10:00 am., est.

\*\*\*\*\*

**INVOICE TO**

DIVISION OF VETERANS  
AFFAIRS

1 FREEDOMS WAY

CLARKSBURG

WV

US

**SHIP TO**

VETERAN'S NURSING  
FACILITY

1 FREEDOMS WAY

CLARKSBURG

WV

US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Flooring Replacement Contract				

Comm Code	Manufacturer	Specification	Model #
72152507			

**Extended Description:**

See Exhibit "A" pricing page to input pricing.

Tile and Cove Base

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-bid Meeting at 10:00 am., est.	2024-04-23
2	Vendor Technical Questions Due By 11:00 am., est.	2024-04-29

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

☐ A pre-bid meeting will not be held prior to bid opening

☒ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

WV Veterans Nursing Facility  
1 Freedom Way  
Clarksburg, WV 26301

Date: April 23, 2024

Time: 10:00 a.m.

See Specifications for additional instructions regarding Pre-Bid meeting.

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: April 29, 2024, at 11:00 am., est.

Submit Questions to: David Pauline, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-3970  
Email: david.h.pauline@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

**For Request for Proposal ("RFP") Responses Only:** Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

**Bid Delivery Address and Fax Number:**

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: May 7, 2024, at 1:30 pm., est.

Bid Opening Location: Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women- owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

**23. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor WV OASIS or the Purchasing Division's website to determine when a contract has been awarded.

**24. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.



## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of \_\_\_\_\_. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within One hundred eighty (180) days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for \_\_\_\_\_ years;

☐ the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☒ **Construction:** This Contract is for construction activity more fully defined in the specifications.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☒ As listed in the Specifications

☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☒ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \$100,000.00 per occurrence.

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☒ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

☐☐☐☐

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**11. LIQUIDATED DAMAGES:** 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_.

☒ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).



**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

## **ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, 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 Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

**2. BONDS:** The following bonds must be submitted:

- ☒ **BID BOND:** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. **THE BID BOND MUST BE SUBMITTED WITH THE BID OR VENDOR'S BID WILL BE DISQUALIFIED.**
- ☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: [www.state.wv.us/admin/purchase/forms2.html](http://www.state.wv.us/admin/purchase/forms2.html))
- ☒ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: [www.state.wv.us/admin/purchase/forms2.html](http://www.state.wv.us/admin/purchase/forms2.html))
- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: [www.state.wv.us/admin/purchase/forms2.html](http://www.state.wv.us/admin/purchase/forms2.html))

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

**3. 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.

**3.1. 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.

**4. DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-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. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug 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-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. 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.

**5. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**6. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

**7. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**8. LOCAL LABOR MARKET HIRING REQUIREMENT:** Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.



The following terms used in this section have the meaning shown below.

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

## **9. DAVIS-BACON AND RELATED ACT WAGE RATES:**

☒ The work performed under this contract is federally funded in whole, or in part. Pursuant to 2 CFR 200.317, Vendors are required to pay applicable Davis-Bacon wage rates.

☐ The work performed under this contract is not subject to Davis-Bacon wage rates.

**10. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

i. The subcontractor listed in the original bid has filed for bankruptcy;

ii. The subcontractor in the original bid has been debarred or suspended; or

iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

## REQUEST FOR QUOTATION – CRFQ VNF24\*09

### FLOORING REPLACEMENT

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#### GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Veterans Nursing Facility located at: 1 Freedom Way, Clarksburg, WV 26301, to establish a contract for the following:

PROVIDE ALL LABOR, MATERIAL, TOOLS, SUPPLIES AND EQUIPMENT NECESSARY TO REMOVE AND DISPOSE OF CARPET, PREP SUBFLOOR, PURCHASE AND INSTALL VINYL FLOORING & COVE BASE. Vendor shall coordinate work through the Agency's Building & Grounds Manager.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services, including, the purchase of the luxury vinyl tile, cove base, transitions, and adhesives. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans. The Vendor must follow all Build America, Buy America (BABAA) rules and regulations.

There will be a Mandatory Pre-Bid Meeting. Vendors are asked to follow the guidelines below regarding the meeting.

- Bids from Vendors not attending the Pre-Bid Meeting and Site Visit shall not be considered for award.
- No more than two (2) representatives of the interested bidder may attend the site visit; to limit group size.
- Site visits will take place on the day of the Pre-Bid Meeting in small groups as directed by the Agency's Building & Grounds Manager. Vendors should plan on the possibility of being onsite for several hours, depending on the number of contractors who attend.
- Visiting bidder representative(s) must be respectful of the Agency's Residents and limit disruptions to their daily routines or infringements on their personal space.
- All visitors must be accompanied by an Agency representative and will not be allowed to wander through the facility.
- Vendors are responsible for verifying all dimensions prior to bid submission. Measurements may be taken during the site visit on the day of the Pre-Bid Meeting.
- The site visit is NOT an opportunity to ask or submit technical questions about the project. No verbal representations provided at a site visit are binding in any manner. Interested bidders should submit all technical questions per the instructions in the CFRQ.

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Where brand names are shown, these names are intended to describe a quality of product, and in no way are intended to limit products of equal quality. Therefore, products of other manufacturers may be employed for this work provided they are of equivalent materials and construction, and are equally adaptable to the conditions as approved by the agency. Vendor should provide product information and brochures with their bid for the brand they intend to utilize.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 **“Agency”** as used herein means the WV Veterans Nursing Facility and may be used interchangeably with the term **“WVVNF”** or **“Facility”**.
- 2.2 **“Vendor”** as used herein means the company or contractor providing or bidding to provide security personnel to Agency and may be used interchangeably with the term **“Bidder”** or **“Contractor”**.
- 2.3 **“Construction Services”** means to provide turn-key installation, including all labor, materials, tools, supplies and equipment, to perform the Scope of Work (Exhibit C) attached hereto.
- 2.4 **“Pricing Page”** means the pages contained in wvOASIS, attached hereto as Exhibit A upon which Vendor should list its proposed price for the Construction Services.
- 2.5 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.6 **“Project Plans”** means documents developed by the Agency, which are attached hereto as Exhibits B-J, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B-E, Vendors can obtain copies in accordance with Section 9 of these Specifications.
- 2.7 **“WV Cares”** means the West Virginia Clearance for Access: Registry and Employment Screening administrated by the WV Department of Health and Human Resources (DHHR) to conduct background checks on all prospective direct patient access employees.
- 2.8 **“Twelve (12) Panel Drug Screen”** means a drug test for the presence of Amphetamines, Barbiturates, Benzodiazepines, Buprenorphine, Cocaine, Ecstasy/MDMA, Methamphetamines, Methadone, Opiates, Phencyclidine (PCP), and Propoxyphene, and THC.
- 2.9 **“BABAA (Build America Buy America Act)”** This agreement is for construction services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget’s Memorandum M-

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22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18,2022.

3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans or Scope of Work.
4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
  - 4.1. **Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least five (5) projects that involved work similar to that described in these specifications or the Project Plans.
  - 4.2. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, or some other method that the State determines to be acceptable.
  - 4.3. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision.
  - 4.4. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications.
6. **SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted. **This project contains no alternates.** In any event, no product shall be accepted that is non-compliant with BABAA requirements.
7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document, the Project Plans and the Scope of Work.
8. **SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period. All products are subject to compliance with BABAA requirements.

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9. **PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.

[√] **No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit(s) B-K or any subsequent addenda modifying Exhibit(s) B-K.

10. **CONDITIONS OF THE WORK**

10.1. **Regulations:** In addition to regulations listed herein, Vendor must follow and comply with the rules and regulations of the BABAA Act, as well as nursing home regulations governing the requirements for background checks through WV Cares and drug testing. Vendor shall be responsible for all costs associated with these requirements.

10.2. **Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body. Vendor shall be responsible for all costs associated with these requirements.

10.3. **Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

10.4. **Standard Work Hours:** The standard hours of work for this Contract will be Monday through Friday from 7:00am to 5:00pm, excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

10.5. **Project Closeout:** Project Closeout shall include the following:

10.5.1. **Final Cleanup:** Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

10.5.1.1. Contractor is responsible for removing all construction debris daily.

10.5.1.2. Contractor is responsible for removing and disposing of any demolished material off site and at the contractor's expense.

10.5.1.3. Contractor is responsible for keeping the work site clean daily, free from excess dust, debris and any safety hazards.

10.5.1.4. All tools and materials must be picked up and put away daily

10.5.1.5. The area must be left in construction clean condition upon completion of each phase.

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**10.5.2. Final Inspection:** Vendor shall participate in a final inspection with the Agency's Building & Grounds Manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with the requirements of the Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency's Building & Grounds Manager no later than final inspection.

**10.6. Payment:**

**10.6.1.** Agency shall pay the flat fee per phase as shown on the Pricing Page, for all Contract Services performed and accepted under this Contract.

**10.6.2.** **Vendor is responsible for verifying all measurements prior to submitting their bid. The measurements given in these documents are estimates only. Vendor may take measurements the day of the Mandatory Pre-Bid Meeting and Site Visit.**

**10.6.3.** The flat fee must encompass the entire project and Contract Services, including but not limited to, permits (if any), background checks, drug testing, tools, materials, labor, disposal, dumpster, LVT, leveling patch, adhesives, transitions/thresholds, cove base, administration costs, travel time and any other incidentals. **Agency will not pay for any items separately from the flat fee per phase as listed on the Pricing Page.**

**10.6.4.** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia as stated in the General Terms and Conditions.

**10.6.5.** Vendor may not charge a credit card processing fee.

**10.7. FACILITIES ACCESS: Vendor must adhere to all State and Federal rules regarding access. Vendor will have no more than 30 days from Contract Award to complete and provide proof of the following:**

**10.7.1. Background Check:**

**10.7.1.1.** Vendor and/or Vendor's employees requiring access to the Facility must have a complete background check performed by **WV Cares** at Vendor's sole cost.

**10.7.1.2.** Vendor must establish an account with WV Cares for background checks and fingerprinting.

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- 10.7.1.3.** Vendor shall not allow any person associated with Vendor's company access to the facility if such person has a felony conviction on record or a felony charge awaiting trial.
- 10.7.1.4.** The Vendor shall present the results of the background check and fingerprint validation report to the Agency for consideration prior to allowing any person to perform under this contract.

**10.7.2. Drug Testing:**

- 10.7.2.1.** Vendor and Vendor's employees requiring access to the Facility must pass a Twelve (12) Panel Drug Screen prior to being assigned to perform under this contract.
- 10.7.2.2.** Random drug testing can be requested by the Agency and paid for by the Agency.
- 10.7.2.3.** Agency reserves the right to request removal of any person for any reason.

**10.7.3. Access Cards and/or Keys:**

- 10.7.3.1.** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 10.7.3.2.** Vendor must identify all service personnel which will be issued access cards and/or keys to perform service.
- 10.7.3.3.** Vendor must provide proof of background checks and drug testing to Agency prior to requesting access cards and/or keys. No person without proof shall be allowed entrance into the Facility, with or without access cards and/or keys.
- 10.7.3.4.** Vendor will be responsible for controlling cards and keys and will pay a replacement fee of \$50 for each card or key that become lost or stolen.
- 10.7.3.5.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 10.7.3.6.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 10.7.3.7.** Vendor shall inform all staff of Agency's security protocol and procedures.



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**EXHIBIT B – PROJECT PLANS**

PP.1. **MANDATORY CONTRACT REQUIREMENTS:** Contract Items must meet or exceed the mandatory requirements listed below.

PP1.1. All work is to be performed according to the following solicitation documents:

- PP.1.1.1. Specifications
- PP.1.1.2. Exhibit A - Pricing Page
- PP.1.1.3. Exhibit B - Project Plans
- PP.1.1.4. Exhibit C - Scope of Work
- PP.1.1.5. Exhibit D - Vendor Experience Form
- PP.1.1.6. Exhibit E – WVVNF Contacts
- PP.1.1.7. Exhibit F - Luxury Vinyl Tile Specifications
- PP.1.1.8. Exhibit G - Vinyl Flooring Adhesive Specification
- PP.1.1.9. Exhibit H - Wall Cove Base
- PP.1.1.10. Exhibit I - Wall Cove Base Adhesive Specification
- PP.1.1.11. Exhibit J – Walk Through Inspection Form

PP.2. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency.

PP.3. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the Vendor's bid, but such costs will not be paid by the Agency separately.

PP.4. **PROJECT SPECIFIC CONDITIONS OF THE WORK:**

PP.4.1. **Limits of Work**

- PP.4.1.1. Agency's facility is a long-term care Veteran's Nursing Facility, including 20 beds for dementia care. Vendor and its employees shall take care to minimize disturbances such as noise, dust, odors and any safety hazards for itself, Agency, Residents and Visitors.
- PP.4.1.2. Work areas will be limited to those spaces required for access to the jobsites. Vendor's staff may not wander throughout the facility without Agency escort.
- PP.4.1.3. Some interior space may be utilized for temporary (overnight) storage of equipment and tools.
  - PP.4.1.3.1. Vendor shall coordinate storage needs with the Agency's Building & Grounds Manager.
  - PP.4.1.3.2. Vendor shall take full responsibility for the storage of any supplies or equipment on the jobsite, whether inside or outside.

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PP.4.1.3.3. Agency cannot guarantee availability of its employees during off-hours (evenings, holidays, weekends, etc) to provide access to any supplies and equipment stored inside.

PP.4.1.3.4. In no event shall hazardous or flammable materials be stored in the facility.

PP.4.1.4. Agency facilities shall remain in use during this contract.

PP.4.1.4.1. Contractor shall work with the Agency's Building & Grounds Manager to coordinate access to work areas and otherwise provide for the Contractor needs to complete work.

PP.4.1.4.2. Contractor shall minimize disruption to building work areas, elevators, entrances and exits, dining halls and living quarters.

PP.4.1.4.3. No work shall be ongoing in hallways while meal carts are on the hall in residential areas.

PP.4.1.5. Contractor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal as required for conducting the work. Contractor shall coordinate the location of service connections or use of receptacles with the Agency's Building & Grounds Manager to avoid overloading existing circuits.

PP.4.2. **Contractor Visitor Badges**

PP.4.2.1. Contractor shall provide a list of all personnel working on this project within the facility. This list shall include a copy of a valid driver's license or other legal identification and include date of birth and cell phone number.

PP.4.2.2. Workers shall carry valid Contractor Photo ID Badges, provided by Vendor, to be worn when working in the facility.

PP.4.2.3. Under no circumstances shall a worker be assigned to this project without the validation first being submitted to the Agency and approval given.

PP.4.2.4. Contractor may not allow any person with a felony criminal record or a felony charge awaiting trial to enter the facility at any time.

PP.4.3. **Work Restrictions**

PP.4.3.1. Access to the building shall be coordinated with the Agency.

PP.4.3.2. Contractor shall not leave open doors unattended and shall close doors when not in use.

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- PP.4.3.3. WVVNF's premises are a non-smoking facility. Smoking, vaping or use of tobacco is not permitted anywhere in the building or on the facility grounds, including the parking lot.
- PP.4.3.4. Vendor MAY NOT block access to any fire hydrant located at jobsite.
- PP.4.3.5. Vendor MAY NOT block access to parking lot entrances and exits without prior written approval of the Agency.
- PP.4.3.6. Contractor may not allow any person with a felony criminal record or a felony charge awaiting trial to enter the facility at any time.

#### PP.4.4. **Parking**

- PP.4.4.1. Parking is usually available in the facility parking lot.
- PP.4.4.2. Parking in non-designated areas is not permitted.
- PP.4.4.3. Use of the main entrance areas or sidewalk areas for parking is strictly prohibited.

#### PP.4.5. **Codes**

- PP.4.5.1. All work is to be performed in compliance with applicable Federal and State codes including but not limited to the International Building Code, International Mechanical Code, Life Safety Code, NEC, OSHA, UL, ANSI, ASME and related standards.

#### PP.4.6. **Safety**

- PP.4.6.1. All applicable local safety and OSHA rules and guidelines shall be met by the Contractor. Work shall be subject to verification and inspection by WV VNF or other State or Federal Safety representatives. Such verification shall not relieve the Contractor from meeting all applicable safety regulations and inspection by other agencies.

#### PP.4.7. **Hot Work Permit**

- PP.4.7.1. Contractor shall obtain Owner's permission prior to performing any work that requires an open flame, creates sparks, uses equipment that creates combustible temperatures, or performs any work that could result in a fire hazard.
- PP.4.7.2. Owner will review work area and issue a 'Hot Work Permit' prior to Contractor commencing work.
- PP.4.7.3. The Contractor must take proper precautions and may be required to provide a Fire Watch as a condition of the permit.

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PP.4.8. **Workmanship**

- PP.4.8.1. Contractor shall complete all work in a neat and workmanlike manner.
- PP.4.8.2. All work shall be done using new materials in a manner that meets commercial quality standards.
- PP.4.8.3. Work shall be neat, true, plumb, and square, as applicable.
- PP.4.8.4. Contractor shall verify all dimensions.

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**EXHIBIT C – SCOPE OF WORK**

**SW.1. MANDATORY CONTRACT REQUIREMENTS:** Contract Items must meet or exceed the mandatory requirements listed below.

- SW.1.1. Any and all contractual documents, information and procedures distributed by, or by any other means conveyed by WV State Purchasing or the office of, supersedes the language in this document.
- SW.1.2. The scope of work for this project is to perform removal and disposal of carpet; patch, prep and level subfloor; and to provide materials and labor to install vinyl flooring and cove base at the WV Veterans Nursing Facility located at 1 Freedom Way, Clarksburg, WV 26301.
- SW.1.3. Contractor is responsible for verifying all measurements prior to bid submission. The measurements given in these documents are estimates only.
- SW.1.4. Contractor shall provide all labor and materials to remove and dispose of carpet.
- SW.1.5. Contractor must provide their own dumpster or other method of disposal. Arrangements for placement of Contractor's dumpster shall be arranged with the Agency's Building & Grounds Manager in relation to location and duration.
- SW.1.6. Facility's subfloors are made of concrete. Contractor shall provide all labor and materials to sand, patch, repair and level sub-floors as needed for level installation of LVT (Luxury Vinyl Tile) and cove base.

**SW.2. PRODUCT REQUIREMENTS:** Contract Items must meet or exceed the mandatory requirements listed below.

- SW.2.1 LVT (Luxury Vinyl Tile) shall be 100% vinyl, like Mohawk Living Local brand, or equal, glue down LVT (specifications attached as Exhibit F).
- SW.2.2 LVT must be Made in USA.
- SW.2.3 LVT must be glue down type vinyl plank
- SW.2.4 LVT must be available in at least 6" width and at least 48" length
- SW.2.5 LVT must be overall gauge 2.5 mm, wear layer 20 mil or greater
- SW.2.6 LVT must have a textured surface that provides slip resistance
- SW.2.7 LVT must have a high glass sheen for aesthetic purposes.
- SW.2.8 LVT must have at least a 10-year commercial warranty.

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- SW.2.9 LVT must be available in at least five (5) various colors and styles. Color selection shall be made by owner for each phase of the project.
- SW.2.10 Contractor to attach flooring using manufacturer's recommended adhesive, like Henry 695 High RH (relative humidity) LVT (Luxury Vinyl Tile) flooring adhesive or equal. (Specifications attached as Exhibit G)
- SW.2.11 Contractor to provide and install Tarkett Traditional Vinyl Wall Base, or equal (Specifications-Exhibit H).
- SW.2.12 Cove base to be vinyl or rubber/vinyl composition wall base with toe 4'' x 120' coil lengths.
- SW.2.13 Color selection shall be available in brown or black colors and shall be selected by Agency for each phase of the project.
- SW.2.14 Contractor to attach cove base using manufacturer's recommended adhesive, like Armstrong S-725 wall base adhesive or equal, (Specifications attached as Exhibit I).
- SW.2.15 Floor Transition Strip Edge Trim, when used, must be flat and as level as possible with the LVT for ease of wheelchair usage and to avoid trip hazards. In most cases, Contractor will use LVT as the edge trim instead of the transition strip. Agency's Building & Grounds Manager shall instruct Contractor on each phase where or if to use transition strip.
- SW.2.16 Contractor is responsible for all cleanup and disposal of construction debris daily.
- SW.2.17 Contractor is responsible for disposing of excess materials offsite.
- SW.2.18 Hazardous Materials Safety Data Sheets must be included with each product.
- SW.2.19 Contractor shall provide Agency with a 3% attic stock left over from each product.
- SW.2.20 Contractor shall provide expendable materials at no cost, including but not limited to, cleaning supplies, rags, trash bags, etc.
- SW.2.21 Other materials or services are not billable and will not be paid by the Agency, such as travel, fuel, disposal.
- SW.2.22 Where brand names are shown, these names are intended to describe a quality of product, and in no way are intended to limit products of equal quality. Therefore, products of other manufacturers may be employed for this work provided they are of equivalent materials and construction, and are equally adaptable to the conditions as approved by the agency. Vendor should provide product information and brochures with their bid for the brand they intend to utilize. Product information will be required prior to contract award.

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**SW.3. PROJECT COORDINATION**

- SW.3.1 Vendor will coordinate activities with Agency's Building & Grounds Manager to assure efficient and orderly installation of each phase of the Work.
- SW.3.2 Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings. Prepare similar memoranda for Owner and separate Contractors where coordination of their Work is required.
- SW.3.3 Coordinate scheduling and timing of required administrative procedures with Agency's Building & Grounds Manager to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to:
- SW.3.4 Preparing and distributing schedules.
- SW.3.5 Arranging deliveries, inspection and acceptance of materials.
- SW.3.6 Arranging and scheduling progress meetings.
- SW.3.7 Project Close-out activities.

**SW.4. GENERAL RESPONSIBILITIES**

- SW.4.1 The successful contractor is responsible for providing all parts, labor, equipment, and materials required to provide a finished fully functional product.
- SW.4.2 The contractor is responsible for the cost and obtaining of all required permits.
- SW.4.3 The contractor is responsible for ensuring all work is in compliance with all Federal, State, Local Municipalities, State Fire Marshall and ATFP requirements.
- SW.4.4 Contractor is responsible for all permits; the contractor shall obtain all required permits prior to initiation of any work. The contractor shall be responsible for the associated costs or permitting, if any.
- SW.4.5 Contractor is responsible for verifying all measurements and quantities of materials and components necessary for completion.
- SW.4.6 Contractor is responsible for keeping the work site clean daily, free from excess dust, debris and any safety hazards. All tools and materials must be picked up and put away. The area must be left in construction clean condition upon completion of each phase.
- SW.4.7 Contractor is responsible for providing waste disposal for the project.
- SW.4.8 Contractor may coordinate with Agency to have a dumpster on-site at Contractor's expense, subject to availability of space.

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SW.4.9 Contractor is responsible for removing all construction waste debris off site at the contractor's expense.

SW.4.10 All materials shall be submitted and approved by the Agency prior to installation.

**SW.5. SITE ACCESS REQUIREMENTS**

SW.5.1 Contractor, contractor's employees, and all associated subcontractors and their employees are required to follow Agency's access control and general protection/security policy and procedures. Copies of policies are available upon request. Contractor/sub-contractor and their employees shall provide all information requested by Agency to meet facility's access requirements, when requested.

**SW.5.2 No Contractor/sub-contractor or employee shall be admitted to the facility that has a felony criminal record or a felony charge awaiting trial.**

SW.5.3 Contractor is responsible for ensuring their employees and their subcontractor and their employees adhere to these requirements.

SW.5.4 Contractor must coordinate with the Building & Grounds Manager for access and deliveries.

**SW.6. QUALITY REQUIREMENTS**

SW.6.1 The successful contractor will be required to provide a one-year warranty on all parts, labor and materials on the entire project.

SW.6.2 During the one-year warranty period, Contractor must complete any necessary repairs within the within 7 days of request.

SW.6.3 LVT must have a manufacturer's 10-yr warranty for commercial use

SW.6.4 Vendor shall furnish manufacturer's written warranty covering materials installed. This warranty shall be in addition to and not a limitation of other rights the Owner may have against the Contractor under the Contract Documents.

**SW.7. CARPET REMOVAL/DEMOLITION**

SW.7.1 Demolition shall occur in Phases per Section 9 below.

SW.7.2 Agency personnel shall be responsible for moving furniture.

SW.7.3 Protect surrounding areas from dust and debris prior to beginning.

SW.7.4 Review, confirm and coordinate removal of carpet prior to starting demolition work.

SW.7.5 Perform all demolition in a manner acceptable to the Owner and regulatory agencies.

SW.7.6 Protect and maintain plumbing, electrical and/or telecommunications that are to remain in the area of work.



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- SW.7.7 Where existing items are damaged by Contractor, make repairs equal to or better than condition prior to start of demolition work.
- SW.7.8 Promptly remove materials, rubbish, and debris from the building.
- SW.7.9 Prep floors for installation of LVT, to be inspected by Agency's designee.
- SW.7.10 All areas must be free of debris, tools/equipment and broom swept at the end of each day.

**SW.8. INSTALLATION**

- SW.8.1 Installation shall occur in Phases per Section 9 below.
- SW.8.2 Comply with manufacturers' instructions and recommendations for installation, as applicable to project.
- SW.8.3 Review, confirm and coordinate installation of LVT and cove base prior to starting

**SW.9. SCOPE OF WORK PHASES:**

- SW.9.1 Rough drawings are attached and estimated measurements given for each area.
- SW.9.2 Contractor is responsible for verifying measurements.
- SW.9.3 The Patio in 1A (Ground Level) will not be done as it will be demolished for Kitchen construction.
- SW.9.4 The Patio on the Alzheimer's Wing IS included, as well as the Nurse's Station. However, the rest of the Alzheimer's Wing is not included.
- SW.9.5 For all Phases, the Contractor must begin installation immediately and no later than 24 hours after carpet removal in each area to circumvent any potential safety hazards associated with unfinished flooring.
- SW.9.6 Contractor shall not perform removal on a Friday if installation would not occur until a Monday.

**SW.9.7 Phase 1 includes:**

SW.9.8.1. Three (3) Hallways; Three (3) Patios; and All Three (3) Elevators:

1A Hallway measuring approx. 6,072 SF (square feet for LVT); 406 LFT (linear feet for cove base)

Alzheimer's Wing Patio (NOT 1A Patio) measuring approx. 758 SF, no cove base

2A Hallway measuring approx. 6,072 SF; 406 LFT (linear feet for cove base)

**REQUEST FOR QUOTATION – CRFQ VNF24\*09**  
**FLOORING REPLACEMENT**

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2A Patio measuring approx. 758 SF, no cove base

2B Hallway measuring approx. 6,072 SF; 406 LFT

2B Patio measuring approx. 758 SF, no cove base

All Three (3) Elevators, EACH measuring approx. 663 SF; 117 LFT

SW.9.8.2. Phase 1 must be completed no more than three (3) calendar weeks after start date.

**SW.9.8     Phase 2 includes:**

SW.9.8.1. First (1<sup>st</sup>) floor Main Entrance; Hall between Main Entrance and Fountain Area; Fountain Area; Library; Elevator Lobby

1st Floor Main Entrance, approx. 628 SF; 68 LFT

Hall between Main Entrance and Fountain Area, approx. 138 SF; 42 LFT

Fountain Area, approx. 1,314 SF; 120 LFT

Library, approx. 250 SF; 60 LFT

1st Floor Elevator Lobby, approx. 406 SF; 62 LFT

SW.9.8.2. Phase 2 must be started no more than ten (10) business days after completion of Phase 1.

SW.9.8.3. Phase 2 must be completed no more than two (2) calendar weeks after start date.

**SW.9.9     Phase 3 includes:**

SW.9.9.1. Third (3<sup>rd</sup>) floor Balcony, Main Lobby, Elevator Lobby

3rd floor Balcony, approx. 506 SF; 46 LFT

3rd floor Main Lobby, approx. 1,200 SF; 97 LFT

3rd floor Elevator Lobby, approx. 663 SF; 117 LFT

SW.9.9.2. Phase 3 must be started no more than ten (10) business days after completion of Phase 1.

SW.9.9.3. Phase 3 must be completed no more than four (4) calendar weeks after start date.

**REQUEST FOR QUOTATION – CRFQ VNF24\*09**  
**FLOORING REPLACEMENT**

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**SW.9.10 Phase 4 includes:**

SW.9.10.1. Administration Hallway, Administration Lobby/Reception area, Classroom and Breezeway. The Chapel is not included.

Administration Timeclock Hallway, approx. 264 SF, 70 LFT

Administration Lobby/Reception area, approx. 1200 SF, 97 LFT

Classroom, approx.. 780 SF, 111 LFT

3<sup>rd</sup> floor VAMC Breezeway, approx. 1,110 SF; 238 LFT

SW.9.10.2. Phase 4 must be started no more than ten (10) business days after completion of Phase 1.

SW.9.10.3. Phase 4 must be completed no more than six (6) calendar weeks after start date.

**SW.10. COMPLETION AND ACCEPTANCE:**

SW.10.1. Contractor and Agency shall meet for a Walk Through Inspection of each phase.

SW.10.2. Acceptance Criteria of new LVT flooring:

- A. Properly installed LVT flooring per Specifications and manufacturer's recommendations
- B. Absolutely no safety hazards in any area accessible by Residents or Staff.
- C. No chemical odors
- D. No damages, knicks, scrapes, or smudges on flooring
- E. All Contractor tools and equipment removed from area
- F. Area to be in construction clean condition with no excess dust or debris.
- G. No damages to walls, ceilings, outlets, plumbing or any structural features
- H. No damages to any equipment belonging to Agency
- I. Receipt of 3% attic stock of each product from Contractor to Agency
- J. Warranty documents transferred from Contractor to Agency

SW.10.3. All deficiencies must be repaired or corrected prior to acceptance of each phase.

## REQUEST FOR QUOTATION – CRFQ VNF24\*09

### FLOORING REPLACEMENT

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- SW.10.4. All deficiencies shall be presented in writing during the Walk-Through Inspection and signed by both the Contractor and Agency on the Walk-Through Inspection Form, Exhibit J.
- SW.10.5. Contractor shall complete all repairs or corrections within three (3) business days of the Walk-Through Inspection.
- SW.10.6. Upon completion of repairs or corrections, Agency and Contractor shall perform a second Walk-Through Inspection.
- SW.10.7. During the second Walk-Through Inspection, Agency may accept or deny the corrections/repairs to the deficiencies found in the first Walk-Through Inspection. Acceptance or denial shall be presented in writing and signed by both the Contractor and Agency.
- SW.10.8. Contractor shall complete all repairs or corrections within one (1) business day of the second Walk-Through Inspection.
- SW.10.9. All repairs or corrections must be performed satisfactorily to Agency after the second Walk-Through Inspection.
- SW.10.10. A third Walk-Through Inspection shall be performed to confirm completion and acceptance or denial.
- SW.10.11. Any deficiencies remaining may result in initiation of Liquidated Damages and/or Contract Default by Vendor.
- SW.10.12. Each phase shall be completed and accepted by Agency before beginning the next phase, unless agreed to in writing.

REQUEST FOR QUOTATION – CRFQ VNF24\*09  
FLOORING REPLACEMENT

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**EXHIBIT E – WVVNF CONTACTS**

**Please note that the contact information below is to be used only after the contract is awarded. All Vendors/Contractors MUST contact the Buyer in Charge of this solicitation with any questions or concerns at the following:**

**David Pauline, Senior Buyer**

**304-558-0067**

**David.h.pauline@wv.gov**

**WVVNF AUTHORIZED CONTACTS**

*Note: This information is subject to change. Call first to confirm.*

CONTACT IN THIS ORDER:

Michael Messenger, Building & Grounds Manager

Office: (304) 326-6473

Cell: (304) 838-3784

Email: [Michael.d.Messenger@wv.gov](mailto:Michael.d.Messenger@wv.gov)

Fax: 304-626-1603

Beth Hudkins, Office Assistant, Maintenance Department

Office: (304) 326-0661

Email: [Beth.A.Hudkins@wv.gov](mailto:Beth.A.Hudkins@wv.gov)

Fax: 304-626-1603

Sherri Reed, Administrator

Office: (304) 326-0671

Cell: 304-838-0413

Email: [Sherri.A.Reed@wv.gov](mailto:Sherri.A.Reed@wv.gov)

Fax: 304-626-1605

REQUEST FOR QUOTATION – CRFQ VNF24\*09  
FLOORING REPLACEMENT

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**EXHIBIT F – LUXURY VINYL TILE (LVT) SPECIFICATIONS**

**EXHIBIT G – LUXURY VINYL TILE (LVT) ADHESIVE SPECIFICATIONS**

**EXHIBIT H – COVE BASE SPECIFICATIONS**

**EXHIBIT I – COVE BASE ADHESIVE SPECIFICATIONS**

**EXHIBIT J – WALK THROUGH INSPECTION FORM**

**EXHIBIT K – 1<sup>ST</sup> FLOOR AREAS TO BE REPLACED**

**EXHIBIT L – 2<sup>ND</sup> FLOOR AREAS TO BE REPLACED**

**EXHIBIT M – 3<sup>RD</sup> FLOOR AREAS TO BE REPLACED**

**EXHIBIT N – BABAA “BUY AMERICAN BUILD AMERICA ACT” EXCERPT**

Mohawk Group

## EXHIBIT F – LUXURY VINYL TILE (LVT) SPECIFICATIONS

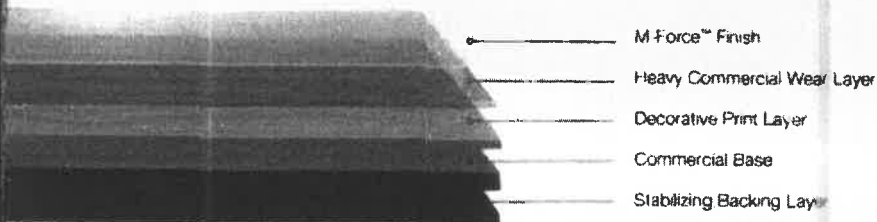
# Living Local GLUE DOWN LVT

### PERFORMANCE

- 18 colorways ranging from rich, warm browns to cool grays
- 20 mil commercial wear layer for superior durability
- M-Force™ finish for superior wear and scratch resistance
- No-polish maintenance reduces costs associated with long-term cleaning
- FloorScore® certified
- Made in America

### GLUE DOWN LVT CONSTRUCTION

- Living Local luxury vinyl tile features a 20 mil commercial wear layer, M-Force™ finish for stain resistance and soft, surface absorbing sound.



## Specifications

### Living Local (C2039)

#### DESIGN

Product Type	Luxury Vinyl Tile - Flexible
Size	6" W x 48" L (152.4mm x 1219.2mm)
Overall Thickness	2.5mm
Wear Layer	20 mil (0.5mm)
Finish	Mill Force®
Edge Profile	Micro Bevel
Emboss	Overall
Colors Available	18
Packaging	36 sq. ft. per carton / 18 pcs per carton / 29.70 lbs per carton

\*For detailed warranty, adhesive and installation information visit [mohawkgroup.com](http://mohawkgroup.com)

#### PERFORMANCE

Construction	Commercial Grade Flexible LV*
Installation	Glue Down
Classification	ASTM F1700 - Class III, Type A - Smooth, Type B - Embossed
Squareness	ASTM F2055 - Passes - 0.010 in. max
Size and Tolerance	ASTM F2055 - Passes - $\pm 0.015$ in. per linear foot
Thickness	ASTM F386 - Passes - As Specified $\pm 0.005$ in.
Flexibility	ASTM F137 - Passes - $\leq 1.0$ in. no cracks or breaks
Dimensional Stability	ASTM F2199 - Passes - $\leq 0.020$ in. per linear foot
Static Load Limit	ASTM F970 - Passes - modified 1000 psi
Residual indentation	ASTM F1914 - Passes - Average less than 8%
Resistance to Chemicals	ASTM F925 - Passes - No Change
Resistance to Light	ASTM F1515 - Passes - $\Delta E \leq 8$
Resistance to Heat	ASTM F1514 - Passes - $\Delta E \leq 8$
Critical Radiant Flux	ASTM E648 - Passes - $> 0.45$ watts/cm <sup>2</sup> Class 1
Smoke Density	ASTM E662 Part A - Passes - $< 450$

#### SUSTAINABILITY

Certification	FloorScore® Certified Made in America
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HENRY 695 Vinyl Flooring Adhesive moisture resistant

**EXHIBIT G – LUXURY VINYL TILE (LVT) ADHESIVE  
SPECIFICATIONS**

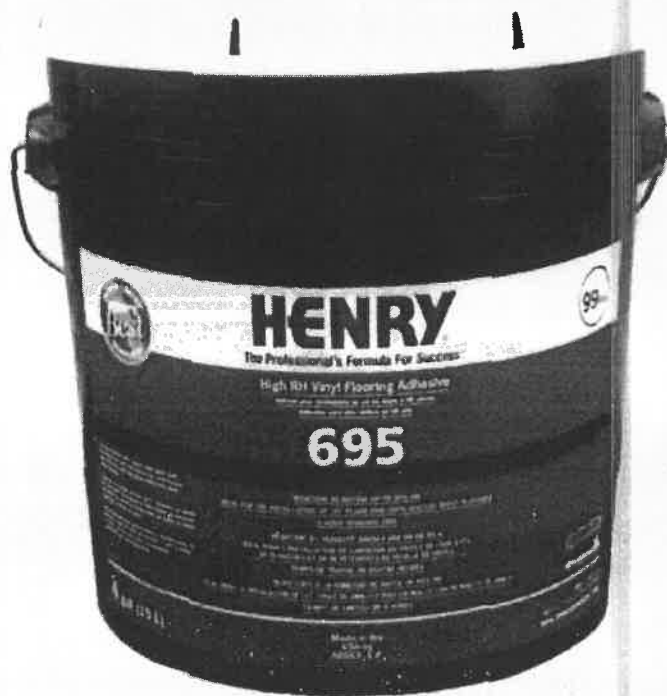
# HENRY

Home > Flooring Adhesives > Resilient > HENRY® 695

## HENRY® 695

High RH Vinyl Flooring Adhesive

- Moisture resistant up to 99% RH
- Ideal for the installation of LVT, plank and vinyl-backed sheet flooring
- Use as a pressure-sensitive or wet-set adhesive



### Images and Videos



A solvent-free acrylic polymer-based adhesive. Its excellent resistance against damage from vinyl plasticizer migration make it ideal for LVT and other types of vinyl-backed flooring. Sheet flooring installers may choose to lay in and re-position the floor covering while the adhesive remains in its initial wet state, while the installers of vinyl tiles and planks often prefer to lay in for up to 4 hours while the adhesive is in a dry-to-the-touch (pressure-sensitive) state. Its overall versatility and outstanding bond strength make HENRY 695 a leading choice for both commercial and residential environments.

Available in 1-gallon and 4-gallon containers.

## Key Features

- Designed for installing LVT as well as vinyl sheet goods, see "Use for" section for complete listing of recommended flooring types.
- 99% RH moisture resistant\*
- May be used in a dry-to-the-touch (pressure-sensitive) state, or as a wet-set.
- Excellent resistance against plasticizer migration
- 4 hours of Working Time available if needed

## Standards

Greenline  
SystemOne™  
FloorScore®  
HENRY'S Best 10-Year

TECHNICAL DATA

DOWNLOADS

BIM OBJECTS

CALCULATOR

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# HENRY®

## HENRY® 695 High RH Vinyl Flooring Adhesive

Designed for installing LVT as well as vinyl sheet goods, see "Use for" section for complete listing of recommended flooring types.

99% RH moisture resistant\*

May be used in a dry-to-the-touch (pressure-sensitive) state, or as a wet-set.

Excellent resistance against plasticizer migration

4 hours of Working Time available if needed

### Recommended Tools:

Trowel notch sizes and spread rates are guidelines, it is the responsibility of the installer to apply enough adhesive based on the needs of the floor covering and the condition of the substrate.

### All substrates, all recommended flooring types:

Square-notch 1/16" D x 1/16" W x 1/16" A

Up to 250 sq. ft. / per 1 gal. (up to 1,000 sq. ft. per 4 gal. pail)

Up to 23.2 sq. m/ per 3.78 L. (up to 92.9 sq. m per 15.14 L pail)



### Alternate trowel for extremely flat substrates:

U-notch 1/32" D x 1/16" W x 5/64" A

Note - minor imperfections on the surface of the substrate, such as concrete trowel marks and pitting, must not exceed the 1/32" (0.7 mm) height of the adhesive trowel ridge.



5 sq. ft. / per 1 gal. (900 - 1,100 sq. ft. per 4 gal. pail)

5 sq. m / per 3.78 L (83.6 - 102.1 sq. m per 15.14 L pail)

Unit Sizes: 1-gallon pail, 3.78 L pail • 4-gallon pail, 15.14 L pail

**GREENLINE**  
ENVIRONMENTAL TECHNOLOGY



**systemONE**



# HENRY® 695 High RH

## Vinyl Flooring Adhesive

### Description:

A solvent-free acrylic polymer-based adhesive. Its excellent resistance against damage from vinyl plasticizer migration make it ideal for LVT and other types of vinyl-backed flooring. Sheet flooring installers may choose to lay in and re-position the floor covering while the adhesive remains in its initial wet state, while the installers of vinyl tiles and planks often prefer to lay in for up to 4 hours while the adhesive is in a dry-to-the-touch (pressure-sensitive) state. Its overall versatility and outstanding bond strength make HENRY- 695 a leading choice for both commercial and residential environments.

### Use for:

When the specific guidelines for installation from the flooring manufacturer call for a fully adhered glue-down installation, use HENRY- 695 to install the following types of vinyl-backed flooring:

- LVT (luxury vinyl tile & plank)
- SVT (solid vinyl tile & plank)
- Homogeneous sheet vinyl
- Heterogeneous sheet vinyl
- Fiberglass encapsulated (cushion-backed) sheet vinyl
- Felt-backed sheet vinyl
- VCT (vinyl composition tile)
- VET (vinyl enhanced tile)

### Dimensional Stability of Flooring Structures:

Some floor coverings may grow or shrink as a result of acclimation, handling and/or how the product was manufactured. Install representative test areas to determine the suitability of this adhesive to resist any dimensional change. Please note that ARDEX L.P. cannot be held responsible for installation issues caused by dimensional changes in flooring structures.

### Bonds to:

- Concrete
- Cementitious underlayments
- APA-grade underlayment plywood (untreated)
- Properly primed gypsum underlayment (above grade only)
- Certain metals and epoxy coatings
- Existing terrazzo and ceramic tile (clean and residue-free)
- Existing resilient flooring (fully adhered, non-cushion backed)
- Radiant-heated subfloors not to exceed 85°F (29°C)

Refer to the specific recommendations of the flooring manufacturer for suitable substrates. Please note that all substrates must be clean, sound, solid, well bonded, and prepared as follows.

### Preparation:

Refer to the guidelines of the floor covering manufacturer for preparation. Acclimate the installation area, adhesive and flooring in an enclosed building at a minimum of 65°F (18°C) for at least 48 hours before, during and for 48 hours after installation. Prior to installation always perform moisture and alkali tests for concrete on any grade level. For high moisture installations, follow additional special preparation requirements described in high moisture section below\*.

Substrate must be sound, smooth and flat in accordance with flooring manufacturer requirements. Ensure that the substrate is solid and fixed securely to provide a rigid base free of undue flex. Address rough unsmooth areas, cracks, holes and levelling needs using available ARDEX substrate preparation products. Any substrate patching or levelling materials used must have a minimum compressive strength of 3,000 psi (210 kg/cm<sup>2</sup>).

Substrate must be clean, dry, and free of excess moisture and alkali. Mechanically remove dirt, wax, grease, paints, oils, sealers, curing compounds and all foreign matter that would interfere with proper adhesion. Please note that when removing existing flooring, any asbestos-containing materials should be properly handled and disposed of in accordance with applicable federal, state and local regulations.

### \*High Moisture Installations:

Prior to installation always perform moisture and alkali tests for concrete on any grade level. Moisture test results should meet the recommendation of the flooring manufacturer but should not exceed 99% RH as determined by the concrete relative humidity test method (ASTM F2170). Verify concrete surface dryness by mat testing for 24 hours in accordance with ASTM D4263. Alkali readings should not exceed 12 pH.

Acclimate the installation area, adhesive and flooring in an enclosed building at a minimum of 65°F (18°C) for at least 72 hours before, during and for 72 hours after installation.

### Additional requirements for high moisture installations:

- Concrete must be a minimum of 45 days old, on-grade or below-grade slabs must be known to have an intact moisture vapor barrier beneath the slab, per ASTM E1745.
- Concrete slab must be at service temperature, and occupied air space above the slab must be at service temperature and service relative humidity, at time of installation.
- Relative humidity of air within the space should not exceed 65% for 72 hours following the installation.

While this adhesive is resistant to being damaged by high concrete moisture vapor emissions, it does not create a moisture barrier and therefore does not protect the floor covering from concrete moisture. Address concrete not satisfying the above requirements by using available ARDEX moisture control products.

### Installation procedure:

Follow the guidelines from the flooring manufacturer for layout, design and suitable installation methods. Remove lid and stir any liquid found on the surface into the adhesive, this adhesive is ready-to-use and does not require mixing.

This adhesive may be used in wet-set applications (on porous substrates only) and dry-to-the-touch/pressure-sensitive applications.

#### To use as a wet-set adhesive (requires a porous substrate):

- Apply adhesive evenly using the proper notched-trowel.
- Allow the adhesive to set open briefly (to air briefly) for 5 to 10 minutes and then install flooring.
- Roll the installed floor across width and length using a 3-section 100 lb heavy roller as recommended by flooring manufacturer. Weight down seams as recommended by the flooring manufacturer.

#### To use as a pressure-sensitive adhesive:

- Apply adhesive evenly using the proper notched trowel.
- Do not apply more adhesive than can be covered within approximately 4 hours.
- Before installing flooring, allow the troweled adhesive to set open (to air) until it reaches a dry-to-the-touch state (tacky, but no transfer to fingers). Approximately 30 to 60 minutes, depending on air temperature, air humidity and porosity of the substrate.
- Roll the installed floor across width and length using a 3-section 100 lb heavy roller as recommended by flooring manufacturer. Weight down seams as recommended by the flooring manufacturer.

### After Installation:

Restrict new floor from traffic for a minimum of 12 hours following installation. Protect all floor coverings when moving heavy appliances and/or when rolling loads are utilized.

### Clean Up:

Remove wet adhesive residue with a clean, white cloth dampened with soapy water. Use mineral spirits for dried adhesive residue. When using mineral spirits, carefully follow the recommendations of the manufacturer, and test a small area before proceeding to make sure it does not damage the surface being cleaned.

### Notes

FOR PROFESSIONAL USE ONLY.

VOC content: 2.3 g/L per SCAQMD Rule 1168.

Shelf-life is 12 months in original unopened container.

Product is freeze-thaw stable to 10°F (-12°C). Before using allow ample time for packaging contents to naturally acclimate at room temperature. Avoid lower temperatures or multiple freeze-thaw cycles.

Dispose of packaging and residue in accordance with prevailing regulations. Do not flush material down drains. Do not reuse packaging.

### Warranty:

10-Year Limited HENRY'S BEST WARRANTY. Also, eligible for ARDEX Americas SystemOne™ Warranty when used in conjunction with select ARDEX substrate preparation and/or ARDEX moisture control products. Failure to follow written directions will void the warranty. For complete warranty details, visit [www.ardexamericas.com](http://www.ardexamericas.com).

HENRY flooring adhesives have a long-standing successful track record of use with a wide range of floor coverings. For uncommon or non-standard floor coverings, including floor coverings with recycled-content backings and/or floor coverings that are recommended for installation solely with epoxy, urethane, or silane adhesives, follow the advice of the flooring manufacturer. Contact the ARDEX Technical Service Department for further guidance.

As always, prior to installing any ARDEX or HENRY products we recommend installing an adequate number of properly located test areas, to include the selected floor coverings, to determine the suitability and aesthetic value of the products for their intended use.

As floor coverings vary, always contact and rely upon the floor covering manufacturer for specific directives, such as maximum allowable substrate moisture content and intended end use of the flooring product.

### PRECAUTIONS:

Carefully read and follow all precautions and warnings on the product label. For complete safety information, please refer to the Safety Data Sheet (SDS) available at [www.ardexamericas.com](http://www.ardexamericas.com).

Made in the USA.

© 2022 ARDEX, L.P. All rights reserved. Content updated 2022-03-01. Supersedes all previous versions. Latest version available at [ardexamericas.com](http://ardexamericas.com). For technical updates, visit [ardexamericas.com/services/technical-services/techupdates](http://ardexamericas.com/services/technical-services/techupdates).



## Traditional Wall Base

## Product Specification

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### 6. TECHNICAL SERVICES

Visit us on the web at [www.tarkettna.com](http://www.tarkettna.com)

Contact Technical Support at (800) 899-8916 or E-mail

[ResilientTechnicalSupport@Tarkett.com](mailto:ResilientTechnicalSupport@Tarkett.com)

**Samples:** Submittal samples for verification and approval available upon request from Tarkett. Samples shall be submitted in compliance with the requirements of the contract documents. Accepted and approved samples shall constitute the standard materials which represent materials installed on the project.

### 7. LIMITED WARRANTY

Limited 2 year warranty. For complete details, contact Tarkett or an authorized Tarkett distributor

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**EXHIBIT I – COVE BASE ADHESIVE SPECIFICATIONS**

ARMSTRONGFLOORING.COM

FLOOR EXPERT

CONTACT US ▼

ADHESIVES**S-725 Wall Base Adhesive "Product Information"**


Product specifications for S-725 Wall Base Adhesive.

**CAUTION / WARNING**

⚠ Caution Eye and Skin Irritant

Stir well before using

**MSDS**Material Safety Data Sheet**PRODUCT ATTRIBUTES**

Description	
Type	Water-based/rubber-resin
Color	Off-white
Taggants	Yes – 50% Yellow and 50% Orange
Trowel	1/16" deep, 1/16" wide, 3/32" apart, U-notch 
Coverage	2-1/2" Wall base: 375-425 lin. ft./gal (114-130 m. lin.) 4" Wall base: 300-350 lin. ft./gal (91-107 m. lin.) 6" Wall base: 200-250 lin. ft./gal (61-76 m. lin.) 7" Riser: 200-250 lin. ft./gal (61-76 m. lin.) 30-oz cartridge– 50 lin. ft. (15.24 lin. m) per 30 oz. Cartridge (3) 1/8" / 3.2 mm Beads (Standard for 4" / 10 cm Cove Base)

## S-725 Wall Base Adhesive "Product Information"

Units	30-oz cartridge (950.4 grams) Quart (946 ml) Discontinued 9/1/15 Gallon (3.78 L) 4 Gallon (15.14 L)
Open Time	None recommended
Working Time	Up to 15 minutes
Shelf Life	One year, unopened
Freeze/Thaw Stable	Yes, to 10°F (-12° C)
VOC Content	Zero g/L; calculated and reported, SCAQMD 1168
Clean Up	Wet— clean, white cloth with neutral detergent and water Dry— clean, white cloth and mineral spirits
Walls	Structurally sound and dry wall surfaces
Advantages	Moisture and alkali resistant Good wet strength Excellent bond integrity Versatile (use for rubber or vinyl wall base) AGIS Guarantee Nonflammable

## ORDER &amp; WAREHOUSE INFORMATION

Order and Warehouse Information	
Language	English/Spanish
Size	Gallon 4 Gallon 30 oz Cartridge
Carton Item No.	Quart: 00725124 Discontinued 9/1/15 Gallon: 00725408 4 Gallon: 00725418 30 oz Cartridge: 00725125
Item/Carton UPC	Quart: 0-42369-00752-8 Discontinued 9/1/15 Gallon: 0-42369-10920-8 4 Gallon: 0-42369-07066-9 30 oz Cartridge: 0-42369-10921-5
Carton Dimensions	Quart: N/A Discontinued 9/1/15 Gallon: 15.5" L x 15.5" W x 8.5" H 4 Gallon: 13" L x 13" W x 12.5" H 30 oz Cartridge: 8.5" L x 10.75" W x 17" H



<b>Carton Weight</b>	Quart: N.A Discontinued 9/1/15 Gallon: 42.15 4 Gallon: 41.96 30 oz Cartridge: 30.63
<b>Items per Carton</b>	Quart: 12 qts/ctn Discontinued 9/1/15 Gallon: 4 gallons/ctn 4 Gal: 1 pail 30 oz cartridge: 12 cartridges/ctn
<b>Cartons per Pallet</b>	Quart: 40 ctns Discontinued 9/1/15 Gallon: 30 ctns 4 Gallon: 48 pails 30 oz Cartridge: 60 ctns

## SUBSTRATES

### SUBSTRATES:

- Structurally sound, dry and smooth wall surfaces
- Wood: plywood
- Plaster
- Dry concrete and concrete block
- Brick
- Gypsum drywall (Sheetrock)
- Plastic laminate
- Fiberglass paneling which has been lightly sanded
- Metal and glazed surfaces that have been abraded
- Cured and well-bonded paint on walls (paint must be cured for 30 days)

### DO NOT USE OVER:

- Vinyl wall coverings
- Alcohol-resin adhesive residue

## INSTALLATION PROCEDURES

For use with the following Installation Systems:

- Wall Base, Risers and Vinyl Transition Strips
- Coved & Sculptured Wallbase Installation System

### INSTALLATION TIPS: Refer to wall base installation system.

- Condition area to be installed, materials, and adhesive at 65° F (18° C) or above for 48 hours before and 48 hours after installation.
- Substrate must be smooth, sound, dry, clean, and free of dirt, wax, polish, loose paint, and all other foreign matter which may interfere in a good bond, including curing agents and sealers.
- Glossy surfaces must be abraded for a proper bond.
- Stir any liquid on the surface into the adhesive.
- Use recommended trowel notching to spread adhesive on the back of cove base or directly to the substrate. Stay 1/8" away from the top of the base to prevent adhesive oozing. (When using cartridges, apply beads uniformly spaced on the back of the cove base: two 1/8" beads to the back of 2-1/2" base, three beads to 4" base, and five beads to 6" base.)
- Install cove base immediately.
- Press firmly to the wall. To assure a tight fit, roll the cove base toward previously installed section.

## S-725 Wall Base Adhesive "Product Information"

- Remove wet adhesive residue with a clean, white cloth dampened with soapy water. Use mineral spirits for dried adhesive residue carefully following warnings on container.

## LEED / ENVIRONMENTAL

**LEED Credits:** EQ 4.1

Sustainable Design Information Sheet

LEED Credit Information - Installation Products

FloorScore Certified

## WARRANTY

When Armstrong S-725 is used with a recommended Armstrong floor application, the Armstrong Guaranteed Installation System warranty applies.

## TITLE

S-725 Wall Base Adhesive "Product Information"

## URL NAME

S-725-Wall-Base-Adhesive-Product-Information

Installation Accessories

Adhesives

Files (0)

## EXHIBIT J – WALK THROUGH INSPECTION FORM

Walk-Through Inspection # \_\_\_\_\_ Phase # \_\_\_\_\_ Date: \_\_\_\_\_

*List Deficiencies Identified and/or Repairs or Corrections Needed at bottom of checklist. Attach additional pages if necessary.*

Acceptance Criteria:		Accepted or Denied (Circle One)	
A	Properly installed LVT flooring and Cove Base per Specifications and manufacturer's recommendations	<i>Accepted</i>	<i>Denied</i>
B	Absolutely no safety hazards in any area accessible by Residents or Staff.	<i>Accepted</i>	<i>Denied</i>
C	No chemical odors	<i>Accepted</i>	<i>Denied</i>
D	No damages, knicks, scrapes, or smudges on flooring or cove base	<i>Accepted</i>	<i>Denied</i>
E	All debris removed from area	<i>Accepted</i>	<i>Denied</i>
F	All Contractor tools and equipment removed from area	<i>Accepted</i>	<i>Denied</i>
G	No damages to walls, ceilings, outlets, plumbing or any structural features	<i>Accepted</i>	<i>Denied</i>
H	No damages to any equipment belonging to Agency	<i>Accepted</i>	<i>Denied</i>
I	Receipt of 3% attic stock of each product from Contractor to Agency	<i>Accepted</i>	<i>Denied</i>
J	Warranty documents transferred from Contractor to Agency	<i>Accepted</i>	<i>Denied</i>

Contractor shall complete all repairs or corrections within three (3) business days of the 1<sup>st</sup> Walk-Through Inspection; and within one (1) business day of the 2<sup>nd</sup> Walk-Through Inspection. Any deficiencies remaining on the 3<sup>rd</sup> Walk-Through Inspection may result in initiation of Liquidated Damages and/or Contract Default by Vendor.

**Deficiencies Identified and/or Repairs or Corrections Needed:** \_\_\_\_\_

[illegible]

Agency's Contact: print name: \_\_\_\_\_ Contractor's Contact: print name: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Phases listed for reference during Walk-Through Inspections:

**Phase 1 includes:**

Three (3) Hallways, Three (3) Patios and Three (3) Elevators:

- 1A Hallway measuring approx. 6,072 SF; 406 LFT (linear feet for cove base)
- Alzheimer's Wing Patio (NOT 1A Patio) measuring approx. 758 SF, no cove base
- 2A Hallway measuring approx. 6,072 SF; 406 LFT (linear feet for cove base)
- 2A Patio measuring approx. 758 SF, no cove base
- 2B Hallway measuring approx. 6,072 SF; 406 LFT (linear feet for cove base)
- 2B Patio measuring approx. 758 SF, no cove base
- All Three (3) Elevators, EACH measuring approx. 663 SF; 117 LFT

Phase 1 must be completed no more than three (3) calendar weeks after start date.

**Phase 2 includes:**

First (1<sup>st</sup>) floor Main Entrance; Hall between Main Entrance and Fountain Area; Fountain Area; Library; Elevator Lobby

- 1<sup>st</sup> Floor Main Entrance, approx. 628 SF; 68 LFT
- Hall between Main Entrance and Fountain Area, approx. 138 SF; 42 LFT
- Fountain Area, approx. 1,314 SF; 120 LFT
- Library, approx. 250 SF; 60 LFT
- 1<sup>st</sup> Floor Elevator Lobby, approx. 406 SF; 62 LFT

Phase 2 must be started no more than ten (10) business days after completion of Phase 1.

Phase 2 must be completed no more than two (2) calendar weeks after start date.

**Phase 3 includes:**

Third (3<sup>rd</sup>) floor Balcony, Main Lobby, Elevator Lobby,

- 3<sup>rd</sup> floor Balcony, approx. 506 SF; 46 LFT
- 3<sup>rd</sup> floor Main Lobby, approx. 1,200 SF; 97 LFT
- 3<sup>rd</sup> floor Elevator Lobby, approx. 663 SF; 117 LFT

Phase 3 must be started no more than ten (10) business days after completion of Phase 2.

Phase 3 must be completed no more than four (4) calendar weeks after start date.

**Phase 4 includes:**

Administration Hallway, Administration Lobby/Reception area, Classroom and Breezeway. The Chapel is not included.

- Administration Timeclock Hallway, approx. 264 SF, \_\_\_\_\_ LFT
- Administration Lobby/Reception area, approx. 1200 sf, 97 LFT
- Classroom, approx.. 780 SF, 111 LFT
- 3<sup>rd</sup> floor VAMC Breezeway, approx. 1,110 SF; 238 LFT

Phase 4 must be started no more than ten (10) business days after completion of Phase 3.

Phase 4 must be completed no more than six (6) calendar weeks after start date.

EXHIBIT K – 1ST FLOOR  
AREAS TO BE REPLACED

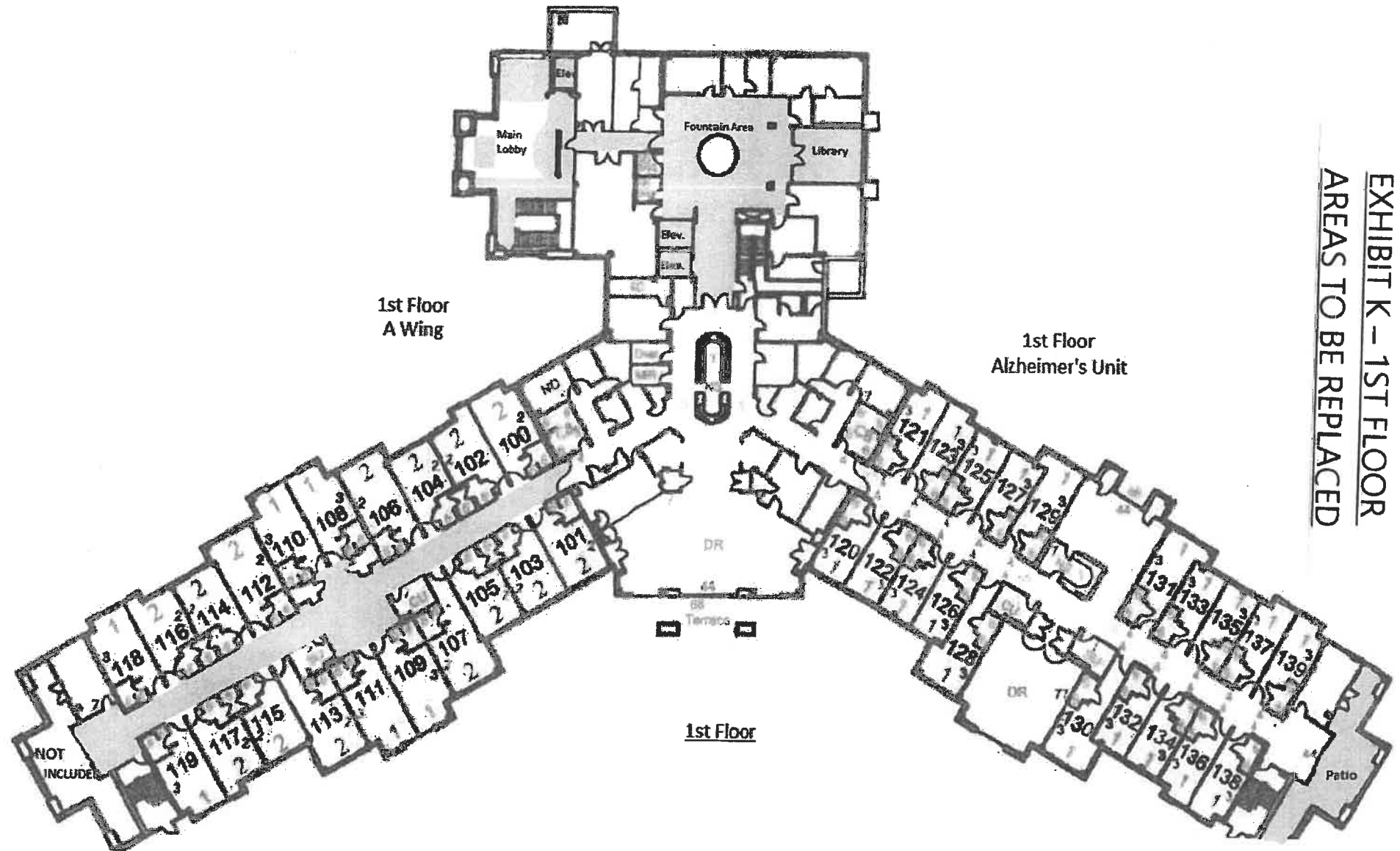


EXHIBIT L – 2ND FLOOR  
AREAS TO BE REPLACED

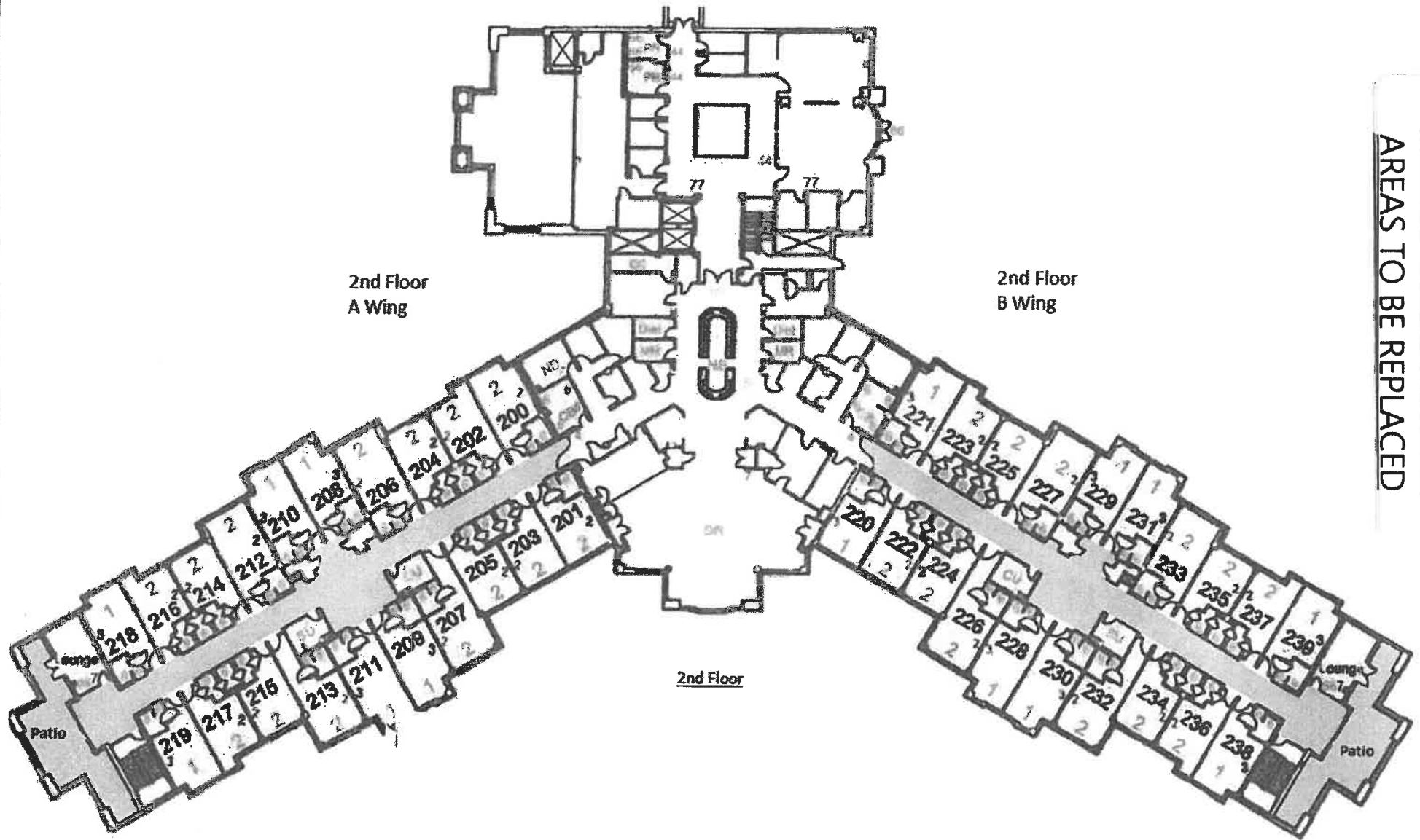


EXHIBIT L – 2ND FLOOR  
AREAS TO BE REPLACED

EXHIBIT M – 3RD FLOOR  
AREAS TO BE REPLACED

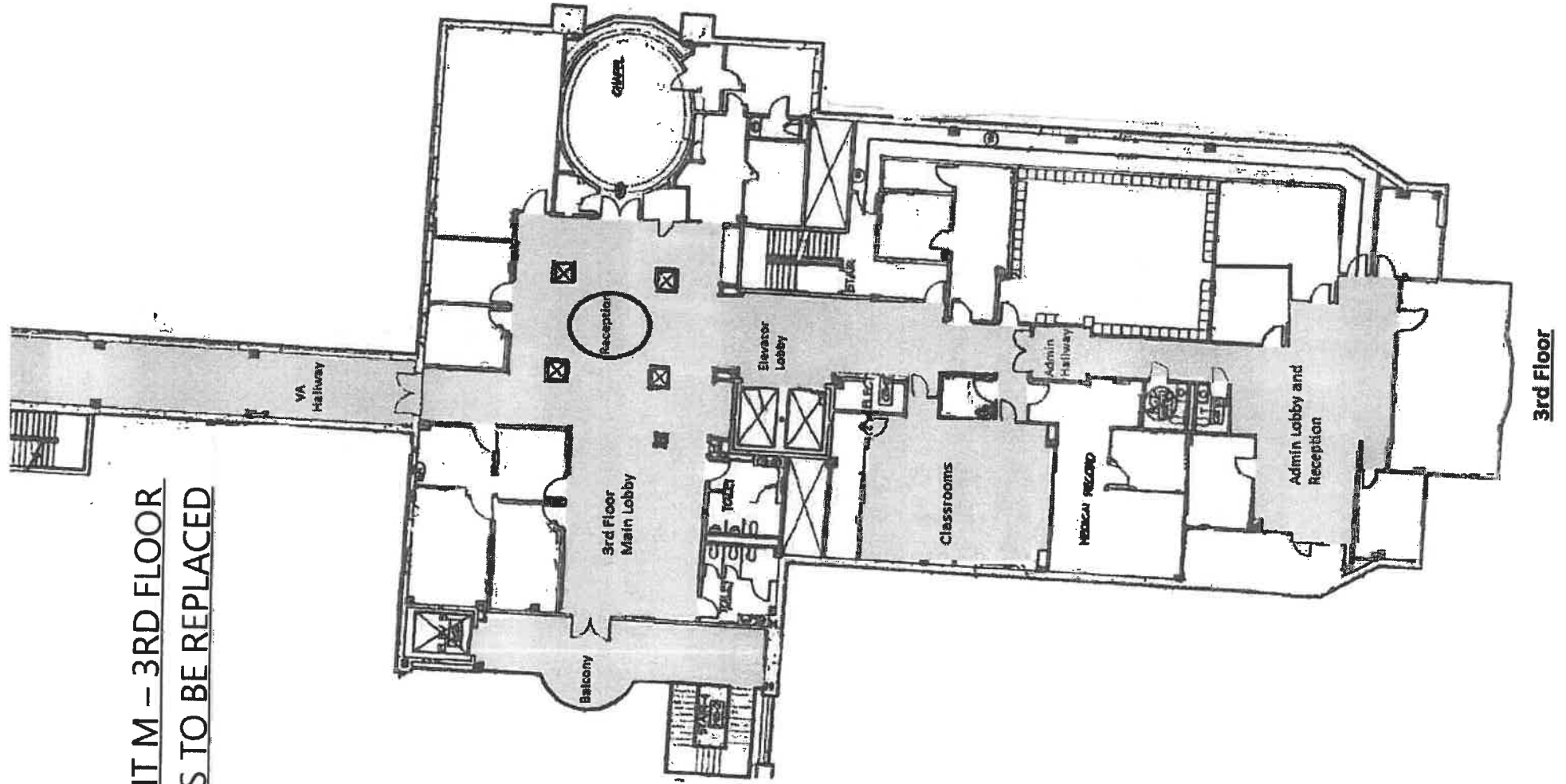


EXHIBIT M – 3RD FLOOR  
AREAS TO BE REPLACED

## EXHIBIT N – BABAA EXCERPT

PUBLIC LAW 117-58—NOV. 15, 2021

135 STAT. 1295

### PART I—BUY AMERICA SOURCING REQUIREMENTS

#### SEC. 70911. FINDINGS.

Congress finds that—

(1) the United States must make significant investments to install, upgrade, or replace the public works infrastructure of the United States;

(2) with respect to investments in the infrastructure of the United States, taxpayers expect that their public works infrastructure will be produced in the United States by American workers;

(3) United States taxpayer dollars invested in public infrastructure should not be used to reward companies that have moved their operations, investment dollars, and jobs to foreign countries or foreign factories, particularly those that do not share or openly flout the commitments of the United States to environmental, worker, and workplace safety protections;

(4) in procuring materials for public works projects, entities using taxpayer-financed Federal assistance should give a commonsense procurement preference for the materials and products produced by companies and workers in the United States in accordance with the high ideals embodied in the environmental, worker, workplace safety, and other regulatory requirements of the United States;

(5) common construction materials used in public works infrastructure projects, including steel, iron, manufactured products, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, and drywall are not adequately covered by a domestic content procurement preference, thus limiting the impact of taxpayer purchases to enhance supply chains in the United States;

(6) the benefits of domestic content procurement preferences extend beyond economics;

(7) by incentivizing domestic manufacturing, domestic content procurement preferences reinvest tax dollars in companies and processes using the highest labor and environmental standards in the world;

(8) strong domestic content procurement preference policies act to prevent shifts in production to countries that rely on production practices that are significantly less energy efficient and far more polluting than those in the United States;

(9) for over 75 years, Buy America and other domestic content procurement preference laws have been part of the United States procurement policy, ensuring that the United States can build and rebuild the infrastructure of the United States with high-quality American-made materials;

(10) before the date of enactment of this Act, a domestic content procurement preference requirement may not apply, may apply only to a narrow scope of products and materials, or may be limited by waiver with respect to many infrastructure programs, which necessitates a review of such programs, including programs for roads, highways, and bridges, public



transportation, dams, ports, harbors, and other maritime facilities, intercity passenger and freight railroads, freight and intermodal facilities, airports, water systems, including drinking water and wastewater systems, electrical transmission facilities and systems, utilities, broadband infrastructure, and buildings and real property;

(11) Buy America laws create demand for domestically produced goods, helping to sustain and grow domestic manufacturing and the millions of jobs domestic manufacturing supports throughout product supply chains;

(12) as of the date of enactment of this Act, domestic content procurement preference policies apply to all Federal Government procurement and to various Federal-aid infrastructure programs;

(13) a robust domestic manufacturing sector is a vital component of the national security of the United States;

(14) as more manufacturing operations of the United States have moved offshore, the strength and readiness of the defense industrial base of the United States has been diminished; and

(15) domestic content procurement preference laws—

(A) are fully consistent with the international obligations of the United States; and

(B) together with the government procurements to which the laws apply, are important levers for ensuring that United States manufacturers can access the government procurement markets of the trading partners of the United States.

#### SEC. 70912. DEFINITIONS.

In this part:

(1) **DEFICIENT PROGRAM.**—The term “deficient program” means a program identified by the head of a Federal agency under section 70913(c).

(2) **DOMESTIC CONTENT PROCUREMENT PREFERENCE.**—The term “domestic content procurement preference” means a requirement that no amounts made available through a program for Federal financial assistance may be obligated for a project unless—

(A) all iron and steel used in the project are produced in the United States;

(B) the manufactured products used in the project are produced in the United States; or

(C) the construction materials used in the project are produced in the United States.

(3) **FEDERAL AGENCY.**—The term “Federal agency” means any authority of the United States that is an “agency” (as defined in section 3502 of title 44, United States Code), other than an independent regulatory agency (as defined in that section).

(4) **FEDERAL FINANCIAL ASSISTANCE.**—

(A) **IN GENERAL.**—The term “Federal financial assistance” has the meaning given the term in section 200.1 of title 2, Code of Federal Regulations (or successor regulations).

(B) **INCLUSION.**—The term “Federal financial assistance” includes all expenditures by a Federal agency to a non-Federal entity for an infrastructure project, except

that it does not include expenditures for assistance authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170a, 5170b, 5170c, 5172, 5174, or 5192) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively, of such Act (42 U.S.C. 5170, 5191) or pre and post disaster or emergency response expenditures.

(5) **INFRASTRUCTURE.**—The term “infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States—

- (A) roads, highways, and bridges;
- (B) public transportation;
- (C) dams, ports, harbors, and other maritime facilities;
- (D) intercity passenger and freight railroads;
- (E) freight and intermodal facilities;
- (F) airports;
- (G) water systems, including drinking water and wastewater systems;
- (H) electrical transmission facilities and systems;
- (I) utilities;
- (J) broadband infrastructure; and
- (K) buildings and real property.

(6) **PRODUCED IN THE UNITED STATES.**—The term “produced in the United States” means—

(A) in the case of iron or steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(B) in the case of manufactured products, that—

(i) the manufactured product was manufactured in the United States; and

(ii) the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(C) in the case of construction materials, that all manufacturing processes for the construction material occurred in the United States.

(7) **PROJECT.**—The term “project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

#### SEC. 70913. IDENTIFICATION OF DEFICIENT PROGRAMS.

(a) **IN GENERAL.**—Not later than 60 days after the date of enactment of this Act, the head of each Federal agency shall—

Notice.  
Reports.

(1) submit to the Office of Management and Budget and to Congress, including a separate notice to each appropriate congressional committee, a report that identifies each Federal financial assistance program for infrastructure administered by the Federal agency; and

(2) publish in the Federal Register the report under paragraph (1).

Federal Register,  
publication.



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

I, \_\_\_\_\_, after being first duly sworn, depose and state as follows:

1. I am an employee of \_\_\_\_\_; and,  
(Company Name)

2. I do hereby attest that \_\_\_\_\_  
(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: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF WEST VIRGINIA,

COUNTY OF \_\_\_\_\_, TO-WIT:

Taken, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By Commission expires \_\_\_\_\_

(Seal)

\_\_\_\_\_  
(Notary Public)

# BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)  
RFQ/RFP# (B)

## Bid Bond

- (A) WV State Agency  
(Stated on Page 1 "Spending Unit")  
(B) Request for Quotation Number (upper right corner of page #1)  
(C) Your Business Entity Name (or Individual Name if Sole Proprietor)  
(D) City, Location of your Company  
(E) State, Location of your Company  
(F) Surety Corporate Name  
(G) City, Location of Surety  
(H) State, Location of Surety  
(I) State of Surety Incorporation  
(J) City of Surety's Principal Office  
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.  
(L) Amount of bond in numbers  
(M) Brief Description of scope of work  
(N) Day of the month  
(O) Month  
(P) Year  
(Q) Name of Business Entity (or Individual Name if Sole Proprietor)  
(R) Seal of Principal  
(S) Signature of President, Vice President, or Authorized Agent  
(T) Title of Person Signing for Principal  
(U) Seal of Surety  
(V) Name of Surety  
(W) Signature of Attorney in Fact of the Surety

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, (C) of (D), (E), as Principal, and (F) of (G), (H), a corporation organized and existing under the laws of the State of (I) with its principal office in the City of (J), as Surety, are held and firmly bound unto The State of West Virginia, as Oblige, in the penal sum of (K) (\$ (L)) for the payment of which, well 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

(M)

## 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 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 time within which the Oblige 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, the (N) day of (O), 20 (P).

Principal Seal

(R)

(Q)  
(Name of Principal)

By (S)  
(Must be President, Vice President, or  
Duly Authorized Agent)

(T)  
Title

Surety Seal

(U)

(V)  
(Name of Surety)

(W)  
Attorney-in-Fact

NOTE 1: Dated Power of Attorney with Surety Seal must accompany this bid bond.

**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.**



State of West Virginia

## **PURCHASING DIVISION**

### **Construction Bid Submission Review Form**

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*This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.*

---

#### **Errors That Shall Be Reason for Immediate Bid Disqualification**

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply a valid bid bond or other surety approved by the state of West Virginia
4. Failure to meet any mandatory requirement of the solicitation
5. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
6. Failure to submit bid prior to the bid opening date and time
7. Federal debarment
8. State of West Virginia debarment or suspension

#### **Errors that May Be Reason for Bid Disqualification Before Contract Award**

1. Debt to the state or political subdivision (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the state of West Virginia (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division.
6. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so.
7. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so.
8. Failure to use the provided solicitation form (only if stipulated as mandatory).
9. Failure to complete the Disclosure of Interested Parties to Contracts form (if contract has an actual or estimated value of \$1 million or more; does not apply to publicly traded companies listed on national or internal stock exchange)

Agency \_\_\_\_\_  
REQ P.O.# \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Lawsons Floor Covering & Decorative Touches  
of 1822 Kanawha Terrace, St. Albans, WV 25177, as Principal, and Nationwide Mutual Insurance  
Company of 1100 Locust St., Dept. 2006, Des Moines, IA 50391-2006, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
Ohio, with its principal office in the City of Des Moines, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Two Hundred Forty-Eight Thousand (\$ 248,000 and no/100) for the payment of which,  
well 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  
Veteran's Nursing Facility, 1 Freedoms Way, Clarksburg, WV 26306  
Flooring Replacement

**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 7th day of May, 2024.

Principal Seal

Lawsons Floor Covering & Decorative Touches  
(Name of Principal)

By [Signature]  
(Must be President, Vice President, or  
Duly Authorized Agent)

President  
(Title)

Surety Seal



Nationwide Mutual Insurance Company  
(Name of Surety)

[Signature] A-I-F  
Oscar R. Sanford, Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and**

**Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Oscar R. Sanford

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

**Two Hundred Forty Eight Thousand and no/100 -- Dollars (\$248,000.00)**

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require, and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company:

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

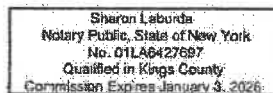


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

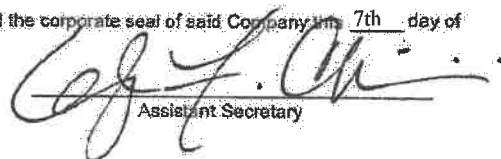


Notary Public  
My Commission Expires  
January 3, 2026

**CERTIFICATE**

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 7th day of May, 2024.

  
Assistant Secretary





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/07/2024

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b>		<b>CONTACT NAME:</b>	
OSCAR R SANFORD		PHONE (A/C, No, Ext):	
500 4TH ST		FAX (A/C, No):	
SAINT ALBANS WV 25177-2819		E-MAIL ADDRESS:	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Nationwide Assurance Company	
		<b>INSURER B:</b> nationwide	
		<b>INSURER C:</b> nationwide	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**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	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
		X	X	ACP CG01 3049730787	04/02/2024	04/02/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>						
	ANY AUTO						
	OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						
	HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>						
		X	X	ACP ba 3049730787	04/02/2024	04/02/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>						
	<input type="checkbox"/> EXCESS LIAB						
	OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						
		X	X	ACP um 3049730787	04/02/2024	04/02/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
	If yes, describe under DESCRIPTION OF OPERATIONS below						
	Y/N <input type="checkbox"/> N/A						
							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The above mentioned general liability policy includes computer attack coverage with a limit of \$50,000. The above mentioned general liability policy includes identity recovery coverage with a limit of \$25,000.

**CERTIFICATE HOLDER****CANCELLATION**

veterans nursing facility  
1 freedoms way  
clarksburg

WV 26306

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  
oscar r sanford II

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REQUEST FOR QUOTATION – CRFQ VNF24\*09

FLOORING REPLACEMENT

EXHIBIT A – PRICING PAGES

PROVIDE ALL LABOR, MATERIAL, TOOLS, SUPPLIES AND EQUIPMENT NECESSARY TO REMOVE AND DISPOSE OF CARPET, PREP SUBFLOOR, PURCHASE AND INSTALL VINYL FLOORING & COVE BASE AT:

WV VETERANS NURSING FACILITY  
1 FREEDOM WAY, CLARKSBURG, WV 26301

PER THE BIDDING DOCUMENTS PROVIDED IN THE SOLICITATION AND VENDOR'S OWN MEASUREMENTS. **The measurements given in these documents are estimates only. Vendor is responsible for verifying all dimensions prior to bid submission.** Vendor should provide product information and brochures with their bid for the brand they intend to use.

The undersigned, hereafter called the Vendor, 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.

VENDOR COMPANY NAME: Lawson's Floor Covering and Decorative  
Tarches, Inc.

VENDOR ADDRESS: 1822 Kanawha Terr  
St Albans WV 25177

TELEPHONE: 304 993 7463 FAX NUMBER: 304 727 4369

E-MAIL ADDRESS: lawsonsfloorcovering@gmail.com WEBSITE: \_\_\_\_\_

**CONTRACT BID AMOUNT PER PHASE OF WORK:**

Description	Bid Amount
<b>Phase 1:</b> 1 <sup>st</sup> Floor: 1A Hallway; Alzheimer's Unit Patio; 2 <sup>nd</sup> Floor: Both Hallways and Patios All three (3) Elevator interiors	\$ 177,000
<b>Phase 2:</b> 1 <sup>st</sup> Floor: Main Entrance; Hallway; Fountain Area; Library; Elevator Lobby	23,000
<b>Phase 3:</b> 3 <sup>rd</sup> Floor: Balcony, Main Lobby, Elevator Lobby	20,000
<b>Phase 4:</b> 3 <sup>rd</sup> Floor: Administration Hallway and Lobby; Classroom; VA Breezeway	28,000
<b>TOTAL CONTRACT AMOUNT:</b>	\$ 248,000

Failure to use this bid form may result in bid disqualification.

SIGNATURE: [Signature] DATE: 5/6/24

NAME: Joel Lawson TITLE: Agent

(Please Print)