



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

State of West Virginia Purchase Order

Order Date: 09-13-2022

CORRECT ORDER NUMBER MUST APPEAR
ON ALL PACKAGES, INVOICES, AND
SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CPO 0603 0603 ADJ2300000015 1	Procurement Folder:	1083456
Document Name:	CDC Flooring & Cove Base Purchase and Installation	Reason for Modification:	
Document Description:	(Construction) CDC Flooring & Cove Base Purchase & Install		
Procurement Type:	Central Purchase Order		
Buyer Name:	David H Pauline		
Telephone:	304-558-0067		
Email:	david.h.pauline@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000229169 CONTINENTAL FLOORING CO 9319 N 94TH WAY STE 1000 SCOTTSDALE AZ 85258 US Vendor Contact Phone: 999-999-9999 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Timothy D Hersman Requestor Phone: (304) 561-6453 Requestor Email: timothy.d.hersman.nfg@army.mil 22 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR CHARLESTON WV 25311 US	DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR CHARLESTON WV 25311 US

Total Order Amount: \$77,094.00

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION DATE: <i>9/13/22</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>9/15/22</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>9-15-22</i> ELECTRONIC SIGNATURE ON FILE
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Extended Description:

Construction Contract
(CDC Flooring & Cove Base Purchase and Installation)

The Vendor, Continental Flooring Company, Inc., agrees to enter into this one-time construction contract with the Agency, West Virginia Army National Guard, Construction and Facilities Management Office, to provide all labor, material, tools, equipment, supplies and supervision necessary to purchase and install new flooring & cove base for the Child Development Center (CDC), in Charleston, WV per the bid requirements, terms, conditions, specifications, Addendum No. 1 issued 08/15/2022, and the vendor's bid dated 08/18/2022 all incorporated herein by reference and made apart of hereof. See attached.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	72000000	0.00000		0.000000	77094.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: CDC Flooring & Cove Base Purchase and Installation

Extended Description:

Provide all labor, materials, tools, supplies and equipment needed to provide and install a new per the attached specifications.

	Document Phase	Document Description	Page 3
ADJ2300000015	Draft	(Construction) CDC Flooring & Cove Base Purchase & Install	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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 Sixty (60) calendar 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.

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 of 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:

☒ **BID BOND (Construction Only):** 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.

☒ **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.

☒ **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.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment 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 a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☒ **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.

☒ West Virginia Contractor's license

☐☐☐

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 and must include the State as an additional insured on each policy 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: _____ 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.

☒ ***Please make Insurance Certificate Holder to Read***
West Virginia Army National Guard
1707 Coonskin Drive, Charleston, WV 25311

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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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 CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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.

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

Revised 07/01/2022

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. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. 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.

4. 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.

4A. 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.

5. 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.

6. 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.

7. 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.

8. 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.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Continental Flooring Company

☒ 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.

(Name, Title) Peter J. Coleman
(Printed Name and Title) Senior Estimator
(Address) 9319 N. 94th Way, Suite 1000, Scottsdale, AZ 85258
(Phone Number) / (Fax Number) 800-825-1221 / 866-553-8892
(email address) pcoleman@continentalflooring.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 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.

Continental Flooring Company

(Company) 

(Authorized Signature) (Representative Name, Title)

Christopher L. Coleman, President

(Printed Name and Title of Authorized Representative) (Date)

Same

(Phone Number) (Fax Number)

pcoleman@continentalflooring.com

(Email Address)

REQUEST FOR QUOTATION – CRFQ ADJ23*05
Child Development Center (CDC) Charleston- Flooring Replacement

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Army National Guard, Construction & Facilities Management Office, to establish a contract for the following:

PROVIDE ALL LABOR, MATERIAL, TOOLS, SUPPLIES AND EQUIPMENT TO PROVIDE REPLACEMENT FLOORING & COVE BASE AT THE CDC (CHILD DEVELOPMENT CENTER) AT CHARLESTON, WV. Contractor shall coordinate work through the Agency Project Manager.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. 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.

Due to the ongoing pandemic, vendors are asked to follow safety protocols, as instructed by Project Manager. Please follow the guidelines below regarding the meeting.

- No more than two (2) representatives of the interested bidder may attend the site visit; to limit group size.
- Site visits will take place the day of the Pre-Bid meeting in small groups as directed by the Agency Project 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 abide by all safety precautions for safe social distancing, as prescribed by the Agency Project Manager.
- 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.

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.

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 and in the Project Plans as defined below.

REQUEST FOR QUOTATION – CRFQ ADJ23*05
Child Development Center (CDC) Charleston- Flooring Replacement

- 2.1 “Construction Services”** means to provide turn-key installation, including all labor, materials, tools, supplies and equipment, to provide replacement flooring & cove base at the CDC (Child Development Center) located at 1742 Coonskin Drive, Charleston, WV as more fully described in the Project Plans.
- 2.2 “Pricing Page”** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.
- 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
- 2.4 “Project Plans”** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B-E, 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.
- 3. ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
- 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. 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, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. 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

REQUEST FOR QUOTATION – CRFQ ADJ23*05
Child Development Center (CDC) Charleston- Flooring Replacement

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.**

7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
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.
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-E or any subsequent addenda modifying Exhibit(s) B-E.

10. CONDITIONS OF THE WORK

- 10.1. **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.
- 10.2. **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.
- 10.3. **Standard Work Hours:** The standard hours of work for this Contract will be Monday through Friday from 7:30am to 4:00pm, 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.
- 10.4. **Project Closeout:** Project Closeout shall include the following:
- 10.4.1. **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:

REQUEST FOR QUOTATION – CRFQ ADJ23*05
Child Development Center (CDC) Charleston- Flooring Replacement

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

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

10.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project 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 requirements of 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 project manager at final inspection.

10.5. Payment:

10.5.1 Agency shall pay flat fee as shown on the Bid Form, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

10.5.2 Invoices shall be submitted for payment (in arrears) and must include the following information:

10.5.2.1 Invoice must include, at a minimum, invoice date, FEIN number, complete address of vendor and Contract number.

10.5.2.2 Invoices shall be mailed to the following address:

WV Army National Guard
Construction & Facilities Management Office
1707 Coonskin Drive
Attn: Accounts Payable
Charleston, WV 25311

11. FACILITIES ACCESS: 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:

11.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

11.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

REQUEST FOR QUOTATION – CRFQ ADJ23*05
Child Development Center (CDC) Charleston- Flooring Replacement

11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

11.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

12. MISCELLANEOUS:

12.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

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

REQUEST FOR QUOTATION – CRFQ ADJ23*05
Child Development Center (CDC) Charleston- Flooring Replacement

EXHIBIT A – Pricing Page



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

Proc Folder: 1083456

Doc Description: (Construction) CDC Flooring & Cove Base Purchase & Install

Reason for Modification:

Addendum No. 1

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2022-08-15	2022-08-18 13:30	CRFQ 0603 ADJ2300000005	2

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

**Vendor
Signature X**

FEIN#

DATE

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

ADDITIONAL INFORMATION

Addendum No. 1

To provide copies of the Pre-bid meeting sign-in sheets (see attached)
 To provide responses to vendor questions received regarding this solicitation. (see attached)
 To provide a new/Revised Pricing Page in response to vendor questions (see attached)

Bid opening date and time remains August 18, 2022 at 1:30 pm est.

No other changes.

INVOICE TO

ADJUTANT GENERALS
 OFFICE
 1707 COONSKIN DR

CHARLESTON WV
 US

SHIP TO

ADJUTANT GENERALS
 OFFICE
 1707 COONSKIN DR

CHARLESTON WV
 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	CDC Flooring & Cove Base Purchase and Installation				

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description:

Provide all labor, materials, tools, supplies and equipment needed to provide and install a new per the attached specifications.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-Bid Meeting at 10:00 am est.	2022-08-11
2	Vendor Technical Questions Due By Noon est.	2022-08-15

	Document Phase	Document Description	Page
			3
ADJ2300000005	Draft	(Construction) CDC Flooring & Cove Base Purchase & Install	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ ADJ2300000005

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ ADJ2300000005 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 attach pre-bid sign-in sheets, see attached.
2. To respond to vendor technical questions, see attached.
3. To provide a new/revised pricing page, see attached.
4. Bid opening date and time remains August 18, 2022, at 1:30 pm
5. 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: ADJ2300000005

Date of Pre-Bid Meeting: August 10th, 2022

Location of Prebid Meeting: CDC, Charleston, WV

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.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
CFMO	Jim Skaggs	Charleston	304-561-6550		
Family Programs Start to Finish	Brittany Watson	Charleston	304-550-5764		
	Stanley Hinder	6982 Charleston Rd Walton WV	304-982-2392		Stan.Hinder@outlook.com
Continental Flooring	PETE COLEMAN	9319 N 94th way Suite 1000 SCOTTSDALE AR 85258	(480) 949-8509		P Coleman @ continentalFlooring.com
Family Carpet	Mark Ponten	6720 MacConkle Ave St. Albans, WV 25177	304 591-4827		Family Carpet at AOC.com
WV military Authority	Dean Wingard	1707 Loonstra Drive Charleston, WV 25311	304-561- 6629		

***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.

Vendor Questions-CRFQ 0603 ADJ2300000005
CDC Flooring & Cove Base Purchase & Install (Construction)

1. With everyone's concern about disrupting the normal operating procedures, airborne dust and noise this can be minimized by following the below installation process: install wood underlayment over complete floor areas using pneumatic staples, install new vinyl planks on the underlayment. This installation method will also be quicker, less labor and total monies that taking up the entire existing flooring materials. This will provide the strongest floor possible (lateral movement), a smooth and clean surface to install the vinyl planks, basically a much cleaner installation method and a better looking final product. May this installation process be used to install this flooring project?

Answer) No, we recommend removal of old VCT and sheet vinyl. Floors to be patched with self-leveling floor patch. Areas severely damaged by demo of old flooring will have new plywood installed to match existing thickness of subfloor. Contractor to provide a per unit price for plywood.

2. Can installation also be done after hours on weekday nights?

Answer) Yes.

3. Attached are the specifications and information on a J & J Commercial Flooring product by the name of "Classics" (V5000).
This product meets or exceeds all the salient characteristics of the specified Mohawk Living Local Wood plank product. Note that the overall thickness is 3mm in lieu of the Mohawk product thickness of 2.5mm which will enable it to surpass the lifetime of usage on the floors. Note that the actual sample book will illustrate the line of colors better than the colors in the attachment. Please consider the J & J "Classics" LVT product for inclusion in the Bid.

Answer) Yes. The J&J Commercial Flooring product is acceptable in color "1005 Venerable".

4. We have a comment and a question;
The entire subfloor of the Child Development Center is of wood. To remove the roll vinyl floor, the ceramic tile, the VCT and the carpet from this wood subfloor will most likely create damage which will require extensive repair. We suggest that in lieu of these removals that a new ¾" APA Grade plywood be installed throughout prior to the installation of the new LVT plank flooring. A suggestion it to either add into the Bid a requirement for all surfaces to have the new plywood furnished and installed or, if you do not want the entire surfaces covered with the new plywood a Unit price could be added to the Pricing Page for this.

Answer) No, we recommend removal of old VCT and sheet vinyl. Floors to be patched with self-leveling floor patch. Areas severely damaged by demo of old flooring will have new plywood installed to match existing thickness of subfloor. Contractor to provide a per unit price for plywood.

Vendor Questions-CRFQ 0603 ADJ2300000005
CDC Flooring & Cove Base Purchase & Install (Construction)

5. Who will be responsible for the moving of the furniture, equipment and electronics?

Answer) The owner is responsible for the removal and replacement of furniture, equipment and electronics.

Exhibit A – CRFQ ADJ23*05

Pricing Page

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO PROVIDE FOR THE
PURCHASE & INSTALLATION OF NEW FLOORING & COVE BASE:

CHILD DEVELOPMENT CENTER (CDC)
1742 COONSKIN DRIVE, CHARLESTON, WV 25311

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: _____

VENDOR ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

CONTRACT TOTAL BID AMOUNT: COST: PURCHASE & INSTALLATION OF NEW FLOORING
& COVE BASE: **at the CDC, Charleston, WV.**

(\$ _____)
(Contract bid to be written in words and numbers.)

PLYWOOD REPAIR/REPLACEMENT PRICE PER SQUARE FOOT INSTALLED (ONLY If needed to
replace due to damage):

(\$ _____ per sq/ft installed) *** (Unit cost to be written in words and numbers.)

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

SIGNATURE: _____ DATE: _____

NAME: _____
(Please Print)

TITLE: _____

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ADJ2300000005

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.

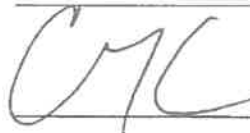
Addendum Numbers Received:

(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.

Continental Flooring Company



Company

Christopher L. Coleman, President
Authorized Signature

8/18/2022

Date

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

REQUEST FOR QUOTATION – CRFQ ADJ23*05
Child Development Center (CDC) Charleston- Flooring Replacement

EXHIBIT B – PROJECT PLANS

13. GENERAL REQUIREMENTS:

13.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

13.1.1 All work to be performed according to specifications provided in the following attachments.

13.1.1.1 Exhibit A Pricing Page

13.1.1.2 Exhibit C Scope of Work CDC Flooring Replacement

13.1.1.3 Exhibit D Luxury Vinyl Tile & Vinyl Flooring Adhesive Specification

13.1.1.4 Exhibit E Wall Base & Wall Base Adhesive Specification

14. 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.

15. 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.

16. PROJECT SPECIFIC CONDITIONS OF THE WORK

16.1 Limits of Work

16.1.1 Work areas will be limited to those spaces required for access to the jobsites.

16.1.2 Some interior space may be utilized for temporary (overnight) storage of equipment and tools. Coordinate storage needs with the Agency Project Manager. Vendor shall take full responsibility for the storage of any supplies or equipment on the jobsite, whether inside or outside. Agency cannot guarantee availability of its employees during off-hours (evenings, holidays, weekends, etc) to provide access to any supplies and equipment stored inside.

16.1.3 Agency facilities shall remain in use during this contract. Contractor shall work

REQUEST FOR QUOTATION – CRFQ ADJ23*05
Child Development Center (CDC) Charleston- Flooring Replacement

with the Trades Specialist to coordinate the temporary access to work areas and otherwise provide for the Contractor needs to complete work. Contractor shall minimize disruption to building work areas and loading dock access.

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 Trades Specialist to avoid overloading existing circuits.

16.2 Contractor Visitor Badges

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. Workers shall carry valid Contractor Photo ID Badges to be worn when working in the facility. Under no circumstances shall a worker be assigned to this project without the validation first being submitted to the WV Army National Guard and approval given.

16.3 Work Restrictions

Access to the buildings shall be coordinated with the Owner. Contractor shall not leave open doors unattended and shall close doors when not in use.

These are non-smoking buildings. Smoking is not permitted within the buildings or near entrances, operable windows or outdoor air intakes.

Vendor MAY NOT block access to any fire hydrant located at jobsite.

Vendor MAY NOT block access to parking lot entrances and exits without prior approval of the Agency.

16.4 Parking

Some parking is available on the project sites. Parking in non-designated areas is not permitted. Parking is the responsibility of the contractor. With prior approval, contractor's vehicles may be brought on-site for loading & unloading or to provide equipment necessary for conducting the work.

Use of loading dock areas or sidewalk areas for parking is strictly prohibited.

REQUEST FOR QUOTATION – CRFQ ADJ23*05
Child Development Center (CDC) Charleston- Flooring Replacement

16.5 Codes

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.

16.6 Safety

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 Army National Guard Safety representatives. Such verification shall not relieve the Contractor from meeting all applicable safety regulations and inspection by other agencies.

16.7 Hot Work Permit

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

16.8 Workmanship

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

CRFQ ADJ23*05

EXHIBIT C-Scope of Work

WEST VIRGINIA ARMY NATIONAL GUARD

CHILD DEVELOPMENT CENTER LOCATED IN CHARLESTON, WV

FLOORING & COVE BASE REPLACEMENT

August 2022

Division 1 - General Requirements

00200 Instructions to Bidders

- **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.**

01100 Summary

The scope of work for this project is to perform flooring/cove base replacement at the Child Development Center located at 1742 Coonskin Drive, Charleston. WV 25311. The requirements for this project are as follows:

Flooring/ Cove base replacement work to be performed in the Child Development Center:

1. Contractor is responsible for all field verify measurements of existing areas to receive new flooring.
2. Removal of all roll vinyl floor coverings in classrooms as well as the ceramic tile in classrooms child changing areas. Remove all VCT (Vinyl Composite Tile) in hallways and break areas and carpet in offices and dispose of debris from area(s) to be resurfaced.
3. Patch and repair sub- floor as needed for level installation of LVT(Luxury Vinyl Tile).
4. Common areas such as classrooms, offices, hallways, break rooms, all areas are to receive Mohawk Living Local Series LVT (Luxury Vinyl Tile) or equal, glue down type 6" x 48" vinyl plank, overall gauge 2.5 mm, wear layer 20 mil 90.5mm0, finish M-force enhanced urethane with commercial limited 10-year warranty. Color selection made by owner. (Specification sheet attached-Exhibit D)
5. Contractor to attach flooring using Henry 695 High RH (relative humidity) LVT (Luxury Vinyl Tile) flooring adhesive or equal. (Specifications attached- Exhibit D)
6. Contractor to provide and install Tarkett Traditional Wall Base, cove base to be vinyl wall base with toe 4" x 120' coil lengths, or equal. (See attached specifications-Exhibit E).
7. Contractor to attach cove base using, S-725 wall base adhesive or equal, (see attached specifications-Exhibit E).
8. Contractor is responsible for all cleanup of construction debris daily.
9. Contractor is responsible to dispose of excess materials offsite.

01300 Administrative Requirements

PROJECT COORDINATION

- Coordinate construction activities included in Contract Documents to assure efficient and orderly installation of each part of the Work.
- Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
- 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.

ADMINISTRATIVE PROCEDURES

- Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to:
 - Preparing of schedules.
 - Delivering and processing submittals.
 - Progress meetings.
 - Project Close-out activities.

CONSERVATION

- Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
 - Contractor to present a new updated schedule at each progress meeting; to include a two week look ahead.
- Contractor shall provide meeting minutes of each progress meeting within three days after each progress meeting date. Contractor will distribute copies of minutes of meeting to the Owner.

GENERAL RESPONSIBILITIES

- The successful contractor is responsible for providing all parts, labor, equipment, and materials required to provide a finished fully functional product as described in the objectives.
- The contractor is responsible for the cost and obtaining of all required permits.
- The contractor is responsible to ensure all work is in compliance with all Federal, State, Local Municipalities, State Fire Marshall and ATFP requirements.

- 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 of permitting.
- Contractor is responsible for field verifying all distances and quantities of materials and components necessary for completion.
- The contractor is responsible for cleaning up the work site and repairing the site to original conditions once work is completed.
- Contractor responsible for keeping the work site clean daily, free from excess debris and safety hazards.
- Contractor responsible for providing waste disposal for the project; contractor is responsible for removing all construction waste debris off site at the contractor's expense.
- All materials shall be submitted and approved by the WVARNG prior to installation.
- The West Virginia Army National Guard reserves the right to claim removed equipment from the project. A list of equipment to be retained will be provided to the contractor prior to beginning work. Contractor to make every effort to remove these items without damage.
- The contractor will provide a schedule of values broken down per line item with material and labor.
- Owner has 7 business days to review and respond to Requests for Information (RFI)s.
- Owner has 14 business days to review and respond to contract submittals.
- Owner has 14 business days to review and respond to review drawings.

SITE ACCESS REQUIREMENTS

- Access and general protection/security policy and procedures. This standard language is for contractor employees with an area of performance within Army controlled installation, facility, or area. Contractor and all associated sub-contractors' employees shall provide all information required for background checks to meet installation access requirements.
- Contractor is responsible for coordinating with the Owner/Owner's Representative, for access and deliveries. The Owner requires two (2) business days' notice to approve access to the facility.

01400 Quality Requirements

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

01500 Temporary Facilities and Controls

- The successful contractor will be required to provide their own temporary facilities. The West Virginia Army National Guard will provide an area for the contractor to have a lay down area, and a place for a job trailer.
- The West Virginia Army National Guard will make every effort to provide electric and water for the contractor's lay down and job trailer site; however, it is not guaranteed.

01700 Execution Requirements

- Within 30 days of the government Final Acceptance of the project; the contractor shall be responsible to provide any and all field notes, as-built drawings, or any other associated records to the Owner.

Division 2 - Site Construction

02073 PARTIAL DEMOLITION FOR REMODELING

GENERAL DEMOLITION

- Review, confirm and coordinate all demolition work and full extent of Owner's requirements prior to starting demolition work.
- Deliver salvageable materials requested by Owner.
- Perform all demolition in a manner acceptable to the Owner and regulatory agencies.
- Protect and maintain conduits, drains, sewers, pipes, and wires that are to remain on the property.
- Protect existing construction indicated to remain.
- Where existing construction is damaged by demolition operations, make repairs equal to or better than condition prior to start of demolition work.

CLEANING

- Promptly remove materials, rubbish, and debris from building and from property.

SALVAGEABLE MATERIALS

- Review with Owner at Preconstruction meeting about salvaged materials the Owner wishes to retain from building renovation project.
- Remove with care materials to be retained by Owner and store on site where directed for pickup by owner.

HANDLING

- Deliver materials and other components so they will not be damaged or deformed
- Exercise care in unloading, storing, and erecting materials to prevent bending, warping, twisting, and surface damage.
- Stack materials on platforms/pallets, covered with suitable weathertight ventilated covering.

WARRANTY

- 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.

PRODUCTS

- Will be in accordance with attached specifications

INSTALLATION

- General: Comply with manufacturers' instructions and recommendations for installation, as applicable to project.

Mohawk Group

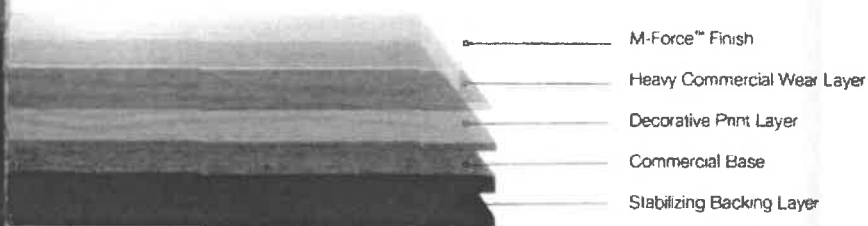
Living Local GLUE DOWN LVT

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 (1524mm x 12192mm)
Overall Thickness	2.5mm
Wear Layer	20 mil (0.5mm)
Finish	M-Force [®]
Edge Profile	More 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

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 - ± 0.016 in. per linear foot
Thickness	ASTM F386 - Passes - As Specified ± 0.005 in.
Flexibility	ASTM F137 - Passes - ≤ 1.0 in. no cracks or breaks
Dimensional Stability	ASTM F2199 - Passes - ≤ 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 ² 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

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

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:

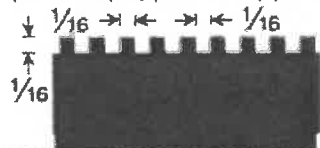
Trowel notch sizes and spread rates are guidelines, it is the responsibility of the installer to apply enough adhesive based on the needs of the floor covering and the condition of the substrate.

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)

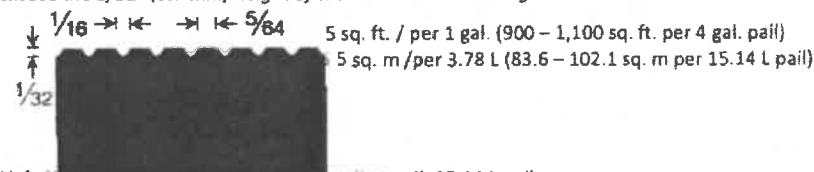
Up to 23.2 sq. m / per 3.78 L. (up to 92.9 sq. m per 15.14 L pail)



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.



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/cm²).

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

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.

Made in the USA.

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Traditional Wall Base

Product Specification

1. PROPRIETARY PRODUCT/MANUFACTURER

1.1 Proprietary Product: Thermoplastic Wall Base

1.2 Manufacturer:

Tarkett North America Phone: (800) 899-8916
30000 Aurora Rd. (440) 543-8916
Solon, Ohio 44139
Web: www.tarketta.com

1.3 Proprietary Product Description:

1.3.1. **Construction:** Tarkett Traditional Wall Base is manufactured from a proprietary rubber and vinyl formulation designed specifically to meet the performance and dimensional requirements of ASTM F-1861, Type TV (Thermoplastic Vinyl) and TP (Thermoplastic Rubber), Group 1 (solid), Style A and B, Standard Specification for Resilient Wall Base.

1.3.2. Styles/Physical Characteristics:

Rubber Wall Base

- **Traditional:** DC-XX with toe (coved) or DCT-XX for toeless (straight), 0.125" (3.17 mm) thickness, 2-1/2" (6.35 cm), 4" (10.16 cm), 4 1/2" (11.4 cm) or 6" (15.24 cm) height

Available in 4' (1.22 m) straight lengths and 120' (36.58 m) coiled lengths. The 6" (15.24 cm) high profile available in 4' (1.22 m) straight lengths and 100' (30.48 m) coiled lengths

- **Wall Art:** WA-XX w/toe (coved), 0.125" (3.17 mm) thickness, 4" (10.16 cm) height

Available in 4' (1.22 m) straight lengths only

- **Inside and Outside Corners** available with 4" (10.16 cm) returns packaged 25 per carton, add LIC (Inside corners) or LOC (Outside corners)

Vinyl Wall Base

- **Traditional:** CB-XX with toe (coved) or CBT-XX toeless (straight), 0.125" (3.17 mm) or 0.080" thickness, 2-1/2" (6.35 cm), 4" (10.16 cm), or 6" (15.24 cm) height

Cartons size: Available in 4' (1.22 m) straight lengths and 120' (36.58 m) coiled lengths. The 6" (15.24 cm) high profile available in 4' (1.22 m) straight lengths and 100' (30.48 m) coiled lengths

- **Inside and Outside Corners** available with 4" (10.16 cm) returns packaged 25 per carton, add LIC (Inside corners) or LOC (Outside corners)

2. PRODUCT PERFORMANCE AND TECHNICAL DATA

2.1 Meets or exceeds the performance requirements for resistance to heat/light aging, chemicals, and dimensional stability when tested to the methods, as described, in ASTM F-1861.

2.2 **Flexibility:** Will not crack, break, or show any signs of fatigue when bent around a 1/4" (6.4 mm) diameter cylinder.

2.3 **Chemical resistance** (ASTM F 925): Passes – 5% acetic acid, 70% isopropyl alcohol, mineral oil, 5% sodium hydroxide solution, 5% hydrochloric acid solution, 5% sulfuric acid solution, 5% household ammonia solution, and 5.25% household bleach solution

2.4 **Resistance to light** (ASTM F 1515): $\Delta E < 8$

2.5 Fire Resistance:

Vinyl Wall Base

ASTM E 648 (NFPA 253): Critical Radiant Flux – Class I

Rubber Wall Base

ASTM E 648 (NFPA 253): Critical Radiant Flux – Class I

3. AVAILABILITY AND COST

For availability and cost contact authorized Tarkett distributors nationwide.

4. INSTALLATION

4.1. See Tarkett wall base installation instructions for complete details.

4.2. Adhesives:

- **Tarkett 960 Cove Base Adhesive** (Porous surfaces):

Application: 1/8" x 1/8" x 1/8" square notched trowel

Approximate coverage:

2 1/2" high – 300 to 350 linear feet/gallon

4" high – 200 to 250 linear feet/gallon

6" high – 100 to 150 linear feet/gallon

- **Tarkett 946 Premium Contact Adhesive** (Non-porous surfaces)

Application: Brush or roller

Approximate coverage:

1 Quart (0.95 liters) – 24 to 36 sq. ft.

1 Gallon (3.79 liters) – 100 to 150 sq. ft.

5. MAINTENANCE

72 hours after installation is completed, initial maintenance procedures must be implemented in accordance with manufacturer's requirements. Refer to the Rubber Vinyl Wallbase Installation & Maintenance instructions for full details.



Traditional Wall Base

Product Specification

6. TECHNICAL SERVICES

Visit us on the web at www.tarkettna.com

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

Resilient.TechnicalSupport@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

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)

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 & 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

Carton Weight	Quart: N.A Discontinued 9/1/15 Gallon: 42.15 4 Gallon: 41.96 30 oz Cartridge: 30.63
Items per Carton	Quart: 12 qts/ctn Discontinued 9/1/15 Gallon: 4 gallons/ctn 4 Gal: 1 pail 30 oz. cartridge: 12 cartridges/ctn
Cartons per Pallet	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 A – CRFQ ADJ23*05
Pricing Page

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO PROVIDE FOR THE
PURCHASE & INSTALLATION OF NEW FLOORING & COVE BASE:

CHILD DEVELOPMENT CENTER (CDC)
1742 COONSKIN DRIVE, CHARLESTON, WV 25311

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: Continental Flooring Company

VENDOR ADDRESS: 9319 N. 94th Way, Suite 1000

Scottsdale, Arizona 85258

TELEPHONE: 800-825-1221

FAX NUMBER: 866-553-8892

E-MAIL ADDRESS: pcoleman@continentalflooring.com

CONTRACT TOTAL BID AMOUNT: COST: PURCHASE & INSTALLATION OF NEW FLOORING
& COVE BASE: at the CDC, Charleston, WV.

Seventy Seven Thousand Ninety Four

(\$ 77,094.00)

(Contract bid to be written in words and numbers.)

**PLYWOOD REPAIR/REPLACEMENT PRICE PER SQUARE FOOT INSTALLED (ONLY if needed to
replace due to damage):**

Ten Dollars and Fifty Cents

(\$ 10.50 per sq/ft installed) *** (Unit cost to be written in words and numbers.)

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

SIGNATURE:  DATE: 8/18/2022

NAME: Christopher L. Coleman
(Please Print)

TITLE: President