



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: 07-14-2022

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 0926 1920 PSC2200000003 1	Procurement Folder:	1033545
Document Name:	Carpet Removal & Installation	Reason for Modification:	
Document Description:	Carpet Removal & Installation		
Procurement Type:	Central Purchase Order		
Buyer Name:	Jessica L Hovanec		
Telephone:	304-558-2314		
Email:	jessica.l.hovanec@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>No</td><td></td><td>0</td></tr><tr><td>#3</td><td>No</td><td></td><td>0</td></tr><tr><td>#4</td><td>No</td><td></td><td>0</td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No		0	#3	No		0	#4	No		0	Requestor Name: Malena L Harding Requestor Phone: (304) 340-0333 Requestor Email: mharding@psc.state.wv.us  <b>23</b> FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No		0																		
#3	No		0																		
#4	No		0																		

INVOICE TO	SHIP TO
ADMINISTRATION PUBLIC SERVICE COMMISSION 201 BROOKS ST  CHARLESTON WV 25301 US	ADMINISTRATION PUBLIC SERVICE COMMISSION 201 BROOKS ST  CHARLESTON WV 25301 US

Total Order Amount: \$232,414.00

**ENTERED**

PURCHASING DIVISION AUTHORIZATION SIGNED BY: Mark A Atkins DATE: 2022-07-14 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>John &amp; Gray</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>7/26/2022</i> ELECTRONIC SIGNATURE ON FILE
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\* **Extended Description:**

The vendor, Continental Flooring Co., agrees to enter with the Public Service Commission (PSC), into a contract for the installation of new carpeting at 201 Brooks Street, Charleston, WV 25301, per the specifications, terms and conditions, bid requirements, Addendum #1 dated 05/23/2022, and the Vendor's submitted and accepted bid dated 06/02/2022, incorporated herein by reference and made apart hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	72152503	0.00000		0.000000	232414.00
Service From	Service To	Manufacturer	Model No		

**Commodity Line Description:** Carpet Installation - Alternate 1 Option

**Extended Description:**

Alternate 1 - total project- approximately 34,883 sq. ft.

## **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 and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

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

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

☐ the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited.

Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney

General's Office (Attorney General approval is as to form only).

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

☐ **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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

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

☒ **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.

☒ WV Contractors License

☐

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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.

Revised 04/01/2022

**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 per occurrence.

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

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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](mailto:purchasing.division@wv.gov).

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

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

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

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

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

**1. CONTRACTOR'S LICENSE:** Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board.

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

**2. 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

Revised 04/01/2022

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 \_\_\_\_\_, 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.
Rex Stone Flooring	WV046210

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, Sr. Estimator

(Printed Name and Title) Peter J. Coleman, Sr. Estimator

(Address) 9319 N. 94th Way, Suite 1000, Scottsdale, Arizona 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)

Christopher L. Coleman, President  
(Authorized Signature) (Representative Name, Title)

800-825-1221 / 866-553-8892  
(Printed Name and Title of Authorized Representative) (Date)

pcoleman@continentalflooring.com  
(Phone Number) (Fax Number)

pcoleman@continentalflooring.com  
(Email Address)

REQUEST FOR QUOTATION  
Carpet Removal & Installation

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

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Public Service Commission (hereinafter Agency or PSC) to establish a contract for the removal of existing carpet and for the installation of new carpet in various areas of the Public Service Commission's main facility, located at 201 Brooks St., Charleston, WV.

Vendor shall be responsible for the accurateness of all measurements for this project and Vendor should formulate their bid accordingly. See Exhibit C for additional details and floor plans. Agency estimates the total area to be carpeted is approximately 15,433 Sq. ft.

Agency is requesting an additional 15% carpet, to be left with agency, for contract item 13.1.2.1. The Agency is requesting an additional 2% carpet, to be left with the agency, for contract items 13.1.3.1 and 13.1.4.1.

The Vendor will be responsible for removing and replacing any and all furniture or equipment in the areas being carpeted.

The Vendor shall furnish all materials, labor, permits, 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.

Vendors must attend the mandatory Pre-Bid Meeting. Two (2) representatives, per Vendor, will be allowed to attend the pre-bid meeting. All measurements must be taken on this day, after the meeting has concluded. Facilities Management will be available for guidance and access for measurements.

- 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.

**2.1 "ASTM"** means American Society for Testing and Materials and is an international standards organization that develops and publishes voluntary consensus technical standards for a wide range of materials, products, systems, and services.

**2.2 "Construction Services"** means the removal of old carpet and the installation of new carpeting as more fully described in the Project Plans.

**2.3 "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.

REQUEST FOR QUOTATION  
Carpet Removal & Installation

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- 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, that provide detailed instructions on how the Construction Services are to be performed.
- 2.5 “Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
- 2.6 “Tufted”** means commercial carpet primarily manufactured by tufting or weaving. Several hundred needles stitch hundreds of rows of pile yarn tufts through a backing fabric called the primary backing.
- 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.
- 4.2.** Vendor must have a valid WV Contractor License.
- 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. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
- 6. SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted.

REQUEST FOR QUOTATION  
Carpet Removal & Installation

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**6.1. There is one alternate in this solicitation. The Agency is asking the Vendor to supply the cost of providing carpet replacement services for an approximate total of 34,883 sq. ft. See Exhibit D for list of additional rooms.**

- 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.

**X No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.

**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 allowed for this Contract shall be between 8:00 am ET to 5:00 pm ET, Monday through Friday, 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. The Agency may allow Vendor access to the facility up to 11:00 pm ET Monday through Friday or on Weekends from 8:00am ET to 5:00pm ET to complete the project. The Facilities Management or Security team will also be on site. However, authorization to work outside of the standard working hours will not entitle Vendor to additional compensation.



REQUEST FOR QUOTATION  
Carpet Removal & Installation

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**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:

**10.4.1.1.** Carpet shall be vacuumed and free of dust and loose fibers.

**10.4.1.2.** Vendor shall remove and dispose of all old carpeting, old glue or adhesive, carpet strips, padding, and/or miscellaneous carpeting materials.

**10.4.1.3.** Vendor shall have tools and equipment removed from the PSC's premises within one day after the project completion.

**10.4.2. Final Inspection:** Vendor shall participate in a final inspection with the Agency's Facilities 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.

**10.4.2.1.1.** Vendor shall submit any **warranty documents** to the Agency project manager at final inspection and provide the additional carpet squares as requested.

**10.4.2.1.2.** Vendor shall supply product and material specification information and maintenance information.

**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  
Carpet Removal & Installation**

---

**11.2.1. The fee is \$10 per lost card.**

**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.

**11.4.1.** Vendor shall sign in and out at the Guard's desk and let the Agency's Facilities Manager know when they are onsite. Vendor's staff shall wear a visitor's badge.

**11.4.2.** Vendor's staff is only permitted to be in the approved work area and should not roam around the facility or enter any spaces they are not authorized to be in.

**11.4.3.** During the COVID pandemic ALL visitors and vendors will be required to wear appropriate face coverings and follow social distancing protocols as in place by the State of WV or the Agency's requirements.

**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:** \_\_\_\_\_

REQUEST FOR QUOTATION  
**Carpet Removal & Installation**

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**EXHIBIT B – PROJECT PLANS**

**13. General Requirements:**

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

**13.1.1. Vendor responsibilities**

- 13.1.1.1. Vendor shall provide new carpeting as defined in the specifications and all materials and labor necessary for the removal of old carpeting.
- 13.1.1.2. Vendor shall provide all tools or equipment necessary to complete the project.
- 13.1.1.3. Vendor shall complete all work in a neat and workmanlike manner. All work shall be done in a manner that meets commercial quality and manufacturer standards. Work shall be neat, true, plumb and square, as applicable.
- 13.1.1.4. Vendor shall verify all dimensions prior to bidding. Agency shall not be responsible for inaccurate measurements. Vendor must complete project as bid. Vendor may not ask for additional compensation for carpet shortages due to a miscalculation, shortage, or workmanship issues.
- 13.1.1.5. Vendor shall prepare existing floor to accept new carpeting as recommended by carpet product manufacturer, this may include removing old glue build up or leveling of the existing surface.
- 13.1.1.6. Vendor shall install carpet using appropriate methods in order to prevent visible seams, overlaps, noticeable patching, and/or ripples. Vendor will be required to correct any of these deficiencies if found during the final inspection with Agency.
- 13.1.1.7. Vendor shall use a low odor and non-toxic adhesive.
  - 13.1.1.7.1. Vendor shall provide the Agency with the MSDS for this adhesive or any other chemicals used during the project. Vendor shall

**REQUEST FOR QUOTATION**  
**Carpet Removal & Installation**

---

provide this information prior to  
starting the actual work.

**13.1.1.8.** Vendor shall be responsible for the complete installation of new carpeting, transition strips, stair nosing, and cove base.

**13.1.1.9.** Vendor will be allowed to park a maximum of three vehicles in the Agency's visitor lot. Vendor is not authorized to pull vehicles or trailers onto the brick sidewalk areas at the front entrance of the building. Additional details on parking to be discussed at mandatory Pre-Bid Meeting.

**13.1.1.10.** Vendor will be responsible for the storage of materials during the project. Vendor shall be responsible for the safe and proper storage of any combustible or flammable materials and shall notify Agency if any of these products will be inside of the facility. The Agency has the right to refuse the Vendor authorization to leave or store any products inside of the Agency.

**13.1.1.11.** Vendor shall be responsible for all costs associated with material storage, dumpster, or costs for the disposal of the old carpeting materials. Vendor may not use the Agency's dumpster for the removal of debris and old carpeting. Additional details on dumpster and disposal to be discussed at mandatory Pre-Bid Meeting.

**13.1.1.12.** Vendor shall take all necessary steps to avoid wasting material and will not be allowed to use the additional carpet Agency requested. Vendor shall be responsible to purchase additional carpeting if necessary to correct shortages or workmanship errors. Agency requests 15% additional carpet for spots repairs for Contract item 13.1.2.1 and 2% additional carpet for Contract Items 13.1.3.1 and 13.1.4.1.

**13.1.1.13.** Vendor must coordinate the installation schedule with the Agency. The Vendor shall perform the work on a floor by floor and area specific schedule. The Agency's Facilities Manager will approve the Vendor's work schedule and plans upon contract award.

**REQUEST FOR QUOTATION**  
**Carpet Removal & Installation**

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**13.1.1.13.1.** Vendor and Agency shall have an initial project meeting to discuss work plans within ten business days of contract award.

**13.1.1.14.** Vendor should have the project completed within six months of the notice to proceed date.

**13.1.1.15.** The Vendor shall be responsible for all labor and for the moving and replacement of any furniture or equipment in the areas being carpeted. This may include items such as desks, book cases, file cabinets, copy machines, printers, etc.

**13.1.1.15.1.** The Agency will ensure file cabinets and desks are emptied and IT equipment is properly unplugged, etc. Vendor must notify Agency's Facilities Manager in advance before moving IT related equipment so these items can be properly powered down.

**13.1.1.16.** Vendor may not block access to any fire hydrant, the parking garage, air intakes, the parking lot or alley entrance or exits, or the main doors.

**13.1.1.17.** All doors must be closed when not in use as this is a secured facility.

**13.1.1.18.** All work is to be performed in compliance with applicable Federal and State codes including but not limited to International Building Code, International Mechanic Code, Life Safety Code, NEC, OSHA, ANSI, and ASME, OSHA and related standards.

**13.1.1.19.** Vendor shall provide a minimum one year workmanship warranty in addition to the manufacturer's standard carpet warranty.

**REQUEST FOR QUOTATION**  
**Carpet Removal & Installation**

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**13.1.1.20.** Vendor is to communicate any issues with the project directly to the Agency's Facilities Manager. Vendor will make no changes to materials or processes without the Facilities Manager's approval and any substantial changes to the project must be approved via a formal written change order.

**13.1.2. Carpet for Hallways, Stairs, Common Areas, and Offices as provided in Exhibit C**

**13.1.2.1. Mohawk Group Pure Genius II Collection, 955 Archaeologist (color), or equal. See Exhibit E.**

**13.1.2.1.1.** Vendor shall submit specification sheet and carpet sample if bidding an "or equal" product. Vendor should submit these items with the bid, however, items will be required prior to a contract award.

**13.1.2.2.** Carpet product type shall be modular tile squares; tiles should be a minimum of 18" x 18" and maximum of 36" x 36".

**13.1.2.3.** Approximate 14,194 sq. ft.

**13.1.2.4.** Construction shall be tufted; pile weight should not exceed 19 oz. per square yard.

**13.1.2.5.** Surface texture shall be textured, multi colored, loop.

**13.1.2.6.** Fiber type should be nylon.

**13.1.2.7.** Carpet shall be heavy or severe foot traffic rated.

**13.1.2.8.** Carpet shall be stain and soil resistant.

**13.1.2.9.** Padding is not necessary in these areas.

**REQUEST FOR QUOTATION**  
**Carpet Removal & Installation**

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**13.1.2.10.** Carpet shall have a minimum five year warranty.

**13.1.2.11.** Carpeting shall meet ASTM E648 Class 1 (Glue Down) flammability requirements  
<https://www.astm.org/Standards/E648.htm>

**13.1.2.12.** Cove base shall be installed in any area where new carpeting has been installed (the hallways, copy rooms, etc.)

**13.1.2.12.1.1.** Cove base shall match color of carpet. A color sample shall be presented and approved by Agency prior to installation.

**13.1.2.12.1.2.** Cove base shall be a minimum of 4 inches and maximum of 5 inches.

**13.1.2.12.1.3.** Cove base shall be vinyl and shall have a toe.

**13.1.2.12.1.4.** Cove base shall be installed according to manufacturer recommendations.

**13.1.2.13.** Vinyl, non-slip stair nosing shall be applied on stairs in the main corridor. Color shall match carpeting.

**13.1.3. Carpet for Commissioners Offices and Conference Room as provided in Exhibit C**

**13.1.3.1. Shaw Suites Collection, 5B407 style, Charmed 47830 (color), or equal. See Exhibit E.**

**13.1.3.1.1.** Vendor shall submit specification sheet and carpet sample if bidding an “or equal” product. Vendor should submit these items with the bid, however, items will be required prior to a contract award.

**REQUEST FOR QUOTATION**  
**Carpet Removal & Installation**

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- 13.1.3.1.2.** This style will be used in three offices and a conference room, labeled as Commissioner's Offices and Commission Conference Room on Exhibit C.
- 13.1.3.1.3.** This style carpet will be the primary carpet in these areas but will have a different color border around the edges of the floor. See 13.1.4 for border carpet information.
- 13.1.3.1.4.** Approximate 1,239 sq. ft.
- 13.1.3.1.5.** These three offices and conference room will require a minimum of ½" padding.
  - 13.1.3.1.5.1.** Vendor shall use appropriate padding as recommended by the manufacturer.
- 13.1.3.1.6.** Carpet product type shall be modular tile squares; tiles should be a minimum of 18" x 18" and maximum of 36" x 36".
- 13.1.3.1.7.** Construction shall be broadloom; piled weight should not exceed .0195 inches.
- 13.1.3.1.8.** Surface texture shall be multi-level pattern cut/loop.
- 13.1.3.1.9.** Fiber type should be nylon.
- 13.1.3.1.10.** Carpet shall be stain and soil resistant.
- 13.1.3.1.11.** Carpet shall have a minimum five year warranty.
- 13.1.3.1.12.** Carpeting shall meet ASTM E648 Class 1 (Glue Down) flammability requirements <https://www.astm.org/Standards/E648.htm>



**REQUEST FOR QUOTATION**  
**Carpet Removal & Installation**

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**13.1.3.1.13.** Wall base cove (trim) shall be installed in any area where new carpeting has been installed (the hallways, copy rooms, etc.)

**13.1.3.1.13.1.** Wall base cover (trim) shall match color of carpet. A color sample shall be presented and approved by Agency prior to installation.

**13.1.3.1.13.2.** Wall base cover (trim) shall be a minimum of 4 inches and maximum of 5 inches.

**13.1.3.1.13.3.** Wall base cover shall be vinyl and shall have a toe.

**13.1.3.1.13.4.** Wall base cove shall be installed according to manufacturer recommendations.

**13.1.4. Carpet Border for Commissioners Offices and Conference Room as provided on Exhibit C**

**13.1.4.1. Mohawk Town Center II36 style, Wrought Iron 959 (color), or equal. See Exhibit E.**

**13.1.4.1.1.** Vendor shall submit specification sheet and carpet sample if bidding an “or equal” product. Vendor should submit these items with the bid, however, items will be required prior to a contract award.

**13.1.4.1.2.** This style will be used as the border in three offices and a conference room, labeled as Commissioner’s Offices and Commission Conference Room on Exhibit C.

**13.1.4.1.3.** These three offices and conference room will require a minimum of ½” padding.

REQUEST FOR QUOTATION  
**Carpet Removal & Installation**

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**13.1.4.1.3.1.** Vendor shall use appropriate padding as recommended by the manufacturer.

**13.1.4.1.3.2.** Carpet product type shall be modular tile squares; tiles should be a maximum of 36" x 36".

**13.1.4.1.3.3.** Construction shall be broadloom; piled weight should not exceed .278 (7.06mm).

**13.1.4.1.3.4.** Fiber type should be nylon.

**13.1.4.1.3.5.** Carpet shall be stain and soil resistant.

**13.1.4.1.3.6.** Carpet shall have a minimum five year warranty.

**13.1.4.1.3.7.** Carpeting shall meet ASTM E648 Class 1 (Glue Down) flammability requirements <https://www.astm.org/Standards/E648.htm>.

Exhibit C - Main Carpet Project

**Estimated Carpet Measurements for Carpet Installation in the PSC Main Building**

<b>First Floor</b>	<b>Length</b>	<b>Width</b>	<b>Sq. Feet</b>
Main Entrance (West side)	36	20	720
Main Entrance (Brooks)	24	12	288
Back Elevator Hall	43	4	172
1st Floor Main Hall	187	6	1,122
Executive Secretary Suite	51	13	663
Side Hall 128-129	47	4	188
Side Hall 149-150	47	4	188
Side Hall 162-163	47	4	188
Copy Room Exec Sec	12	18	216
Spiral Stairway 6 Flights	19	5	570
Elevator	5	5	25
Back Elevator	5	5	25
Atrium (Nearest Parking Garage)	47	19	893
Room 145	19	12	228
Room 156	9	11	99
Room 162	16	11	176
<b>Second Floor</b>	<b>Length</b>	<b>Width</b>	<b>Sq. Feet</b>
ALJ Area to include 205, 208, 212	44	25	1,100
2nd Floor Main Hall	197	6	1,182
Side Hall 229	47	4	188
Side Hall 240	47	4	188
Side Hall 251	47	4	188
Side Hall 272	47	4	188
Room 257	9	11	99
Room 258	9	11	99
Room 241	9	11	99
Room 224	9	11	99
<b>Third Floor</b>	<b>Length</b>	<b>Width</b>	<b>Sq. Feet</b>
Back Hall Near Elevator	29	4	116
Commission Secretaries	44	25	1,100
3rd Floor Main Hall	187	6	1,122
Side Hall 321	48	4	192
Side Hall 331	48	4	192
Side Hall 349	48	4	192
Side Hall 361	48	4	192
Room 344	9	11	99

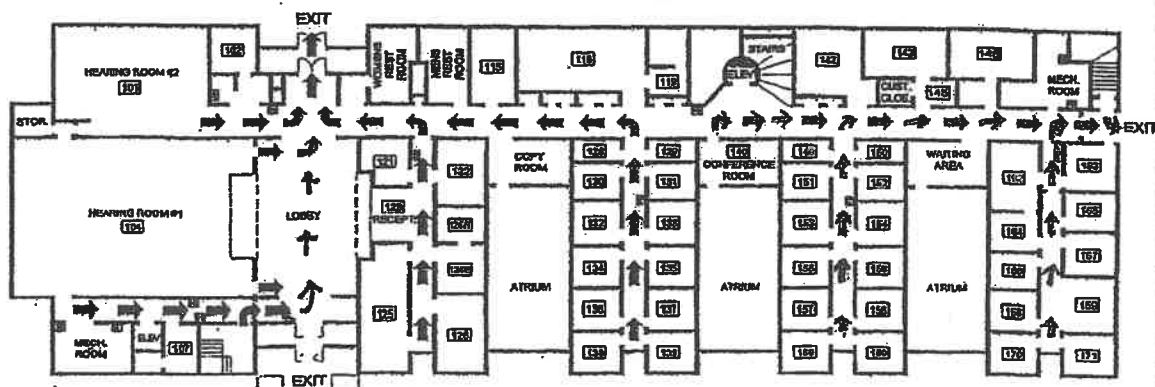
Room 324	9	11	99
Room 340	9	11	99
Room 367	99	11	1,089
Room 317	18	9	162
Room 320	17	11	187
Room 348	18	9	162
<b>Total Sq. Feet</b>			<b>14,194</b>

All rooms, except the rooms listed below, will receive the following carpet: Mohawk Group Pure Genius II Collection Doctor II, 955 Archeologist, or equal.

<b>Commission Conf. Room and Offices</b>	<b>Length</b>	<b>Width</b>	<b>Sq. Feet</b>
Commission Conf. Room	21	17	357
Chairman Room 304	21	14	294
Commissioner Rm 305	21	14	294
Commissioner Rm 308	21	14	294
<b>Total Sq. Feet</b>			<b>1,239</b>

These room will have carpet: Afterhours 5B047, Charmed 47830, or equal, and a border of: Town Center II 30, 959 Wrought Iron, or equal.

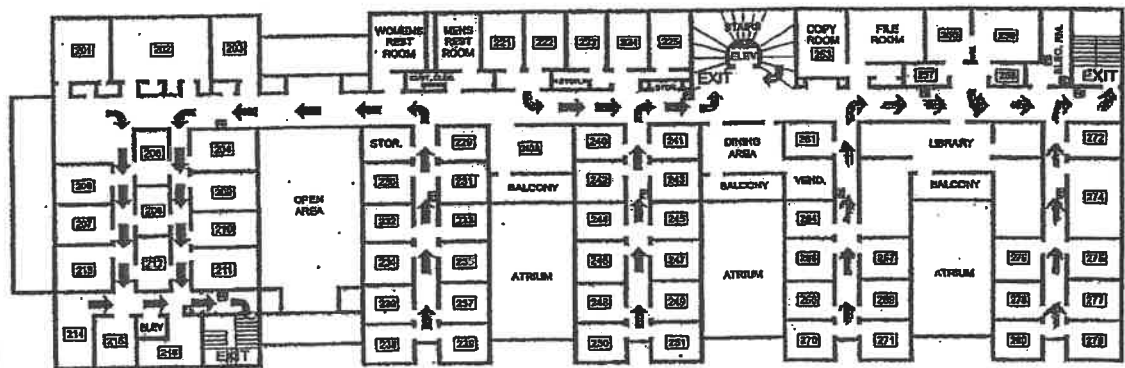
# PUBLIC SERVICE COMMISSION OF WEST VIRGINIA



## FIRST FLOOR EVACUATION PLAN

- PS ALARM PULL STATIONS
- FE FIRE EXTINGUISHERS
- EL EMERGENCY LIGHTS

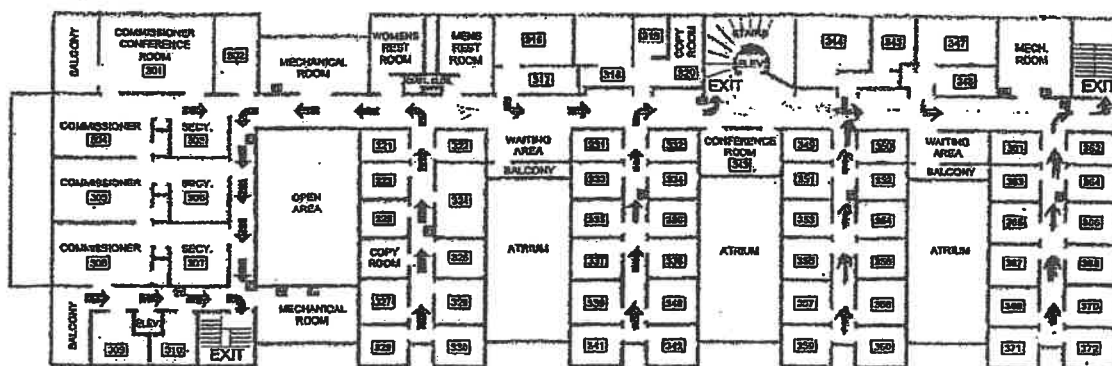
# PUBLIC SERVICE COMMISSION OF WEST VIRGINIA



## SECOND FLOOR EVACUATION PLAN

- PS** ALARM PULL STATIONS
- FE** FIRE EXTINGUISHERS
- EL** EMERGENCY LIGHTS

# PUBLIC SERVICE COMMISSION OF WEST VIRGINIA



## THIRD FLOOR EVACUATION PLAN

- PS** ALARM PULL STATIONS
- FE** FIRE EXTINGUISHER'S
- EL** EMERGENCY LIGHTS

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**Exhibit D -Alternate 1 - Estimated Carpet Measurements**

<b>First Floor</b>	<b>Length</b>	<b>Width</b>	<b>Sq. Feet</b>
Main Entrance (West side)	36	20	720
Main Entrance (Brooks)	24	12	288
Back Elevator Hall	43	4	172
1st Floor Main Hall	187	6	1,122
Executive Secretary Suite	51	13	663
Side Hall 128-129	47	4	188
Side Hall 149-150	47	4	188
Side Hall 162-163	47	4	188
Copy Room Exec Sec	12	18	216
Spiral Stairway 6 Flights	19	5	570
Elevator	5	5	25
Back Elevator	5	5	25
Atrium (Nearest Parking Garage)	47	19	893
Room 107	9	11	99
Room 115	18	8	144
Room 119	18	6	108
Atrium Exec Sec.	47	19	893
Room 128	11	7	77
Room 129	11	7	77
Room 130	11	9	99
Room 131	11	9	99
Room 132	11	9	99
Room 133	11	9	99
Room 134	11	9	99
Room 135	11	9	99
Room 136	11	9	99
Room 137	11	9	99
Room 138	11	9	99
Room 139	11	9	99
Room 140	11	9	99
Atrium Training Room	47	19	893
Room 143	19	18	342
Room 145	19	12	228
Room 146	18	18	324
Room 149	11	9	99
Room 150	11	9	99
Room 151	11	9	99
Room 152	11	9	99
Room 153	11	9	99
Room 154	11	9	99
Room 155	11	9	99
Room 156	11	11	121
Room 157	11	9	99
Room 158	11	9	99
Room 159	11	9	99
Room 160	11	9	99
Room 162	16	11	176



Room 164	11	9	99
Room 165	11	9	99
Room 166	11	9	99
Room 167	11	9	99
Room 168	11	9	99
Room 169	11	9	99
Room 170	11	9	99
Room 171	11	9	99

<b>Second Floor</b>	<b>Length</b>	<b>Width</b>	<b>Sq. Feet</b>
ALJ Area to include 205, 208, 212	44	25	1,100
2nd Floor Main Hall	197	6	1,182
Side Hall 229	47	4	188
Side Hall 240	47	4	188
Side Hall 251	47	4	188
Side Hall 272	47	4	188
Room 201	16	13	194
Room 202	21	16	318
Room 203	16	11	163
Room 204	16	8	124
Room 206	16	8	128
Room 207	16	8	128
Room 209	16	8	128
Room 210	16	8	128
Room 211	16	8	128
Room 213	16	8	128
Room 214	16	8	128
Room 215	16	8	128
Room 216	16	11	176
Room 221	13	9	117
Room 222	13	9	117
Room 223	13	9	117
Room 224	13	9	117
Room 225	13	9	117
Room 229	9	11	99
Room 230	9	11	99
Room 231	9	11	99
Room 232	9	11	99
Room 233	9	11	99
Room 234	9	11	99
Room 235	9	11	99
Room 236	9	11	99
Room 237	9	11	99
Room 238	9	11	99
Room 239	9	11	99
Room 240	9	11	99
Room 240A	19	11	209
Room 241	9	11	99
Room 242	9	11	99
Room 243	9	11	99

Room 244	9	11	99
Room 245	9	11	99
Room 246	9	11	99
Room 247	9	11	99
Room 248	9	11	99
Room 249	9	11	99
Room 250	9	11	99
Room 251	9	11	99
Room 253	14	9	126
Room 257	10	10	100
Room 256	9	11	99
Room 258	10	10	100
Room 259	12	9	108
Room 261	9	11	99
Room 264	9	11	99
Room 266	9	11	99
Room 267	9	11	99
Room 268	9	11	99
Room 269	9	11	99
Room 270	9	11	99
Room 271	9	11	99
Law Library	41	25	1,025
Room 272	9	11	99
Room 274	19	11	209
Room 276	9	11	99
Room 275	9	11	99
Room 278	9	11	99
Room 277	9	11	99
Room 279	9	11	99
Room 280	9	11	99

<b>Third Floor</b>	<b>Length</b>	<b>Width</b>	<b>Sq. Feet</b>
Back Hall Near Elevator	29	4	116
Commission Secretaries	44	25	1,100
3rd Floor Main Hall	187	6	1,122
Side Hall 321	48	4	192
Side Hall 331	48	4	192
Side Hall 349	48	4	192
Side Hall 361	48	4	192
Room 302	9	17	153
Room 303	9	11	99
Room 305	9	11	99
Room 307	9	11	99
Room 309	9	11	99
Room 310	9	11	99
Room 321	9	11	99
Room 322	9	11	99
Room 323	9	11	99
Room 324	9	11	99
Room 325	9	11	99

Room 326	9	11	99
Copy Room	9	11	99
Room 327	9	11	99
Room 328	9	11	99
Room 329	9	11	99
Room 330	9	11	99
Room 315	19	11	209
Room 317	18	9	162
Room 317A	19	11	209
Room 318	19	11	209
Room 319	9	11	99
Room 320	17	11	187
Room 331	9	11	99
Room 332	9	11	99
Room 333	9	11	99
Room 334	9	11	99
Room 335	9	11	99
Room 336	9	11	99
Room 337	9	11	99
Room 338	9	11	99
Room 339	9	11	99
Room 340	9	11	99
Room 341	9	11	99
Room 342	9	11	99
Room 343 Conf.	19	11	209
Room 344	19	11	209
Room 345	9	11	99
Room 347	19	11	209
Room 348	18	9	162
Room 348A	19	11	209
Room 349	9	11	99
Room 350	9	11	99
Room 351	9	11	99
Room 352	9	11	99
Room 353	9	11	99
Room 354	9	11	99
Room 355	9	11	99
Room 356	9	11	99
Room 357	9	11	99
Room 358	9	11	99
Room 359	9	11	99
Room 360	9	11	99
Room 361	9	11	99
Room 362	9	11	99
Room 363	9	11	99
Room 364	9	11	99
Room 365	9	11	99
Room 366	9	11	99
Room 367	9	11	99

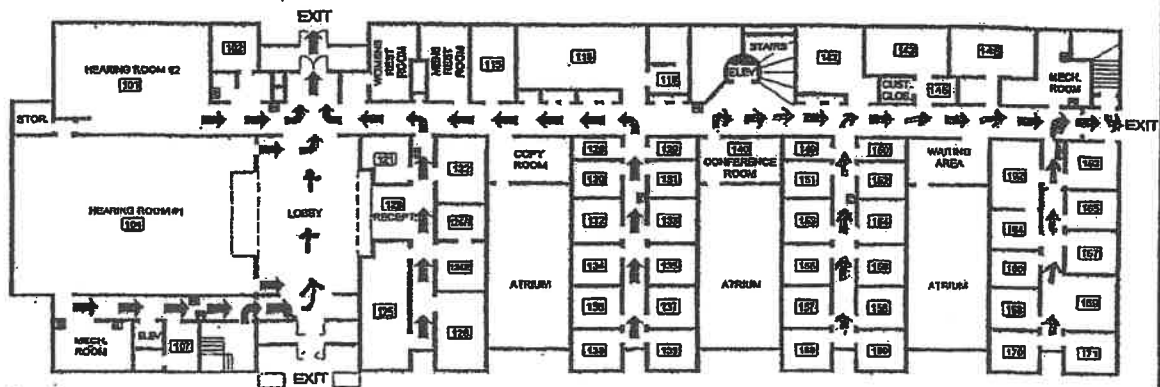
Room 368	9	11	99
Room 369	9	11	99
Room 370	9	11	99
Room 371	9	11	99
Room 372	9	11	99
<b>Total Sq. Feet</b>			<b>33,644</b>

All rooms except the rooms listed below will receive the following carpet:  
 Mohawk Group Pure Genius II Collection Doctor II, 955 Archeologist, or  
 equal.

<b>Commission Conf. Room and Offices</b>	<b>Length</b>	<b>Width</b>	<b>Sq. Feet</b>
Commission Conf. Room	21	17	357
Chairman Room 304	21	14	294
Commissioner Rm 305	21	14	294
Commissioner Rm 308	21	14	294
<b>Total Sq. Feet</b>			1,239

These room will have carpet: Afterhours 5B047, Charmed 47830, or equal, and a border of: Town Center II 30, 959 Wrought Iron, or equal.

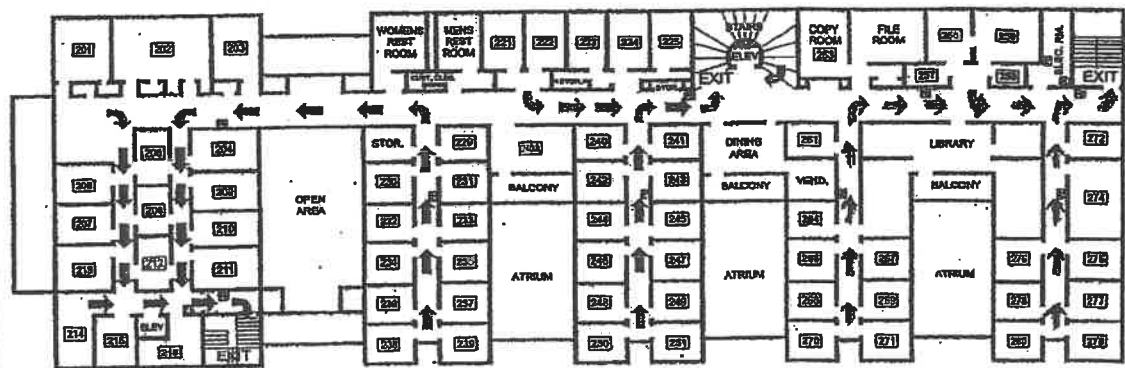
# PUBLIC SERVICE COMMISSION OF WEST VIRGINIA



## FIRST FLOOR EVACUATION PLAN

- PS ALARM PULL STATIONS
- FE FIRE EXTINGUISHER'S
- EL EMERGENCY LIGHTS

# PUBLIC SERVICE COMMISSION OF WEST VIRGINIA



## SECOND FLOOR EVACUATION PLAN

- PS** ALARM PULL STATIONS
- FE** FIRE EXTINGUISHERS
- EL** EMERGENCY LIGHTS

# PUBLIC SERVICE COMMISSION OF WEST VIRGINIA

**THIRD FLOOR  
EVACUATION PLAN**

**PS**

**FE**

**EL**

ALARM PULL STATIONS

FIRE EXTINGUISHER'S

EMERGENCY LIGHTS

PS	ALARM PULL STATIONS
FE	FIRE EXTINGUISHER'S
EL	EMERGENCY LIGHTS

**ORDERING INFORMATION:**



# EXHIBIT E



BQ381 Doctor II

Pure Genius II Collection

Mohawk Group



## DESIGN

Product Type:	Broadloom
Construction:	Tufted
Minimum Sq Yd:	No Minimum
Surface Texture:	Textured Multi Colored Loop
Gauge:	1/10 (39.37 rows per 10 cm)
Tufted Pile Weight:	19.0 oz. per sq. yd. (644 g/m <sup>2</sup> )
Finished Pile Thickness:	.112" (2.84 mm)
Stitches Per Inch:	12.3 (48.43 per 10 cm)
Dye Method:	Solution Dyed / Yarn Dyed
Fiber Type:	Colorstrand® Nylon
Stain Release Technology:	EcoSentry Plus Stain Protection
Soil Release Technology:	EcoSentry Soil Protection
Density:	6,107
Weight Density:	116,033
Backing Material:	Weldlok®
Width:	12' width (3.66 m)
Pattern Repeat:	0.8" (W) x 1.0" (L)

## SUSTAINABILITY

Pre-Consumer Recycled Content:	51%
NSF 140:	Weldlok - NSF 140 Gold
Indoor Air Quality:	CRI Green Label Plus GLP8216
Declare Label:	Declared Red List Free

## PERFORMANCE

Flammability:	ASTM E 648 Class 1 (Glue Down)
Smoke Density:	ASTM E 662 Less than 450
Static Propensity:	AATCC-134 Under 3.5 KV
Foot Traffic Recommendation TARR:	Severe

## SERVICE

Warranties:	10 Year Limited Wear Warranty, 10 Year Static
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358  
Scientist  
Quickship Available



689  
Architect  
Quickship Available



859  
Composer  
Quickship Available



862  
Educator  
Quickship Available



883  
Scholar  
Quickship Available



884  
Philosopher  
Quickship Available



955  
Archaeologist  
Quickship Available



983  
Mathematician  
Quickship Available

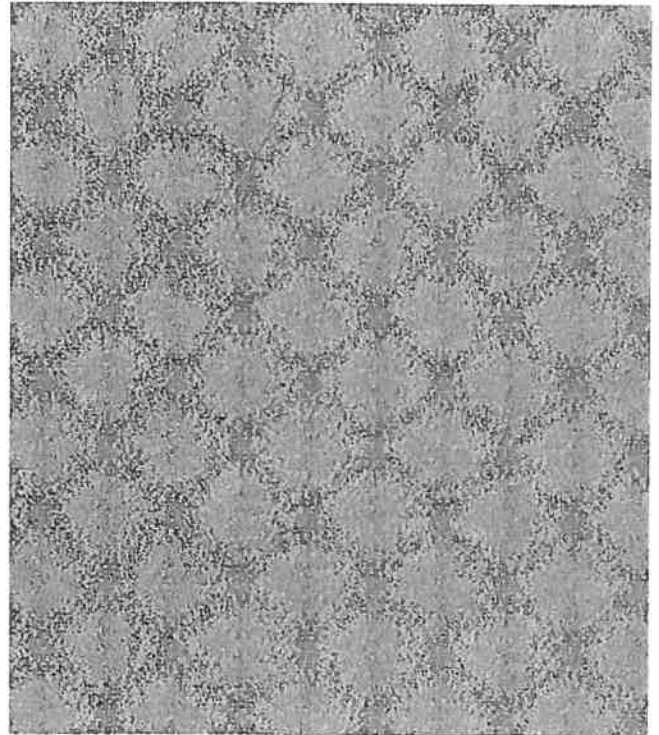


999  
Writer  
Quickship Available

Hallways + Offices

## After Hours

Product Type	<b>Broadloom</b>
Collection	<b>Suites Collection</b>
Style Number	<b>5B047</b>
Construction	<b>Multi-Level Pattern Cut/Loop</b>
Fiber	<b>Ecosolution Q® Nylon</b>
Dye Method	<b>100% Solution Dyed</b>
Primary Backing	<b>Synthetic</b>
Secondary Backing	<b>Classicbac®</b>
Protective Treatments	<b>SSP® Shaw Soil Protection</b>
Recommended Adhesive	<b>H1000, H1200, H3800 or H1036</b>



	U.S.	metric
Product Size	<b>12 ft</b>	<b>3.66 m</b>
Gauge	<b>1/10 in</b>	<b>39.4 per 10 cm</b>
Stitches	<b>10.0 per in</b>	<b>39.0 per 10 cm</b>
Finished Pile Thickness	<b>0.194 in</b>	<b>4.93 mm</b>
Average Density	<b>5938 oz/yd³</b>	<b>0.22 g/cm³</b>
Kilotex		<b>9.33</b>
Total Thickness	<b>0.333 in</b>	<b>8.46 mm</b>
Tufted Weight	<b>32 oz/yd²</b>	<b>1085 g/m²</b>
Installation Pattern Repeat	<b>3 in x 3 in</b>	<b>7.62 cm x 7.62 cm</b>

## Recommended Installation Method

Direct Glue, Double Glue, Stretch-In

Product should be installed in rooms only applications. Single drop in width is required.

When installing in hybrid locations with carpet and resilient, direct glue with LokSeam is recommended.

## Performance + Testing

Antimicrobial Assessment	<b>Passes (AATCC-174) (When installed using Shaw 1036 adhesive)</b>
Pill Test	<b>Pass</b>
Radiant Panel	<b>Class I</b>
NBS Smoke	<b>Less Than 450</b>
Electrostatic Propensity	<b>Less Than 3.5 kv</b>
CRI Green Label Plus (GLP)	<b>GLP8472</b>
ADA Compliance	<b>&gt;0.6, meets the recommended static coefficient of friction for ADA walking surfaces and accessible routes***</b>

Test Reports may be included or listed by the manufacturing/inventory style number as opposed to the noted selling style number.

## Warranties

10 Year Commercial Limited Warranty

*Center of Commissioners' Offices &  
Comm. Conf. Room  
see color (Charmed) attached*

Corporate Headquarters +1 800 257 7429 | +1 706 532 7984 | Atlanta +1 404 853 7429 | Bengaluru +91 80 6773 0202 | Beijing +86 10 6568 588 | Chicago +1 312 467 1331 | Dubai +971 4 584 6956 | Hong Kong +852 2623 0371 | Latin America (Miami) +1 305 827 5812 | London +44 207 961 4120 | Los Angeles +1 800 233 1614 | Melbourne +61 3 9939 8543 | Mexico City +55 5010 7600 | Mumbai +91 22 6284 5050 | Nantong +86 400 800 7429 | New York +1 212 953 7429 | Paris +33 (0) 1 81 22 44 39 | San Francisco +1 415 955 1920 | Santiago +562 2431 5000 x 550 | São Paulo +55 11 3071 1702 | Shanghai +86 21 3338 4000 | Singapore +65 6733 1811 | Sydney +1 800 556 302

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April 11, 2022

## Attributes + Certifications

Cradle to Cradle Certified®

Health Product Declaration (HPD)

Environmental Product Declaration (EPD)

NSF 140

CRI Green Label Plus (GLP)

CE Marking (EN 14041)

Environmental Guarantee\*

Total Recycled Content

Product Packaging

Country of Origin\*\*

**Silver Level (Version 3.1)**

**Per GHS SDS Disclosure**

**3rd Party Certified in Accordance with ISO14044, ISO14025 & EN15804 Gold**

**GLP8472**

**3rd Party Certified**

**Pickup & Delivery Available in Americas**

**<1% (Pre-Consumer <1% | Post-Consumer 0%)**

**100% Recyclable**

**USA**

## LEED Contribution Credit

MR Credit: Building Product Disclosure and Optimization

Environmental Product Declarations - Option 1: Environmental Product Declaration (EPD)

MR Credit: Building Product Disclosure and Optimization

Material Ingredients - Option 1: Material Ingredient Reporting

MR Credit: Building Product Disclosure and Optimization

Material Ingredients - Option 2: Material Ingredient Optimization

**3rd Party Certified in Accordance with ISO14044, ISO14025 & EN15804**

**C2C Silver Level (Version 3.1)**

**3rd Party Certified in Accordance with ISO14044, ISO14025 & EN15804**

## Additional Information

\* To learn more about the recyclability of our products and our Environmental Guarantee, please visit [shawcontract.com/sustainability](http://shawcontract.com/sustainability).

\*\*Meets or exceeds all local and national regulations in country of manufacture. (Manufactured in an ISO 9001 & ISO 14001 certified facility or equivalent)

\*\*\*This carpet is manufactured to be ADA compliant, but to be fully ADA compliant, the end-user must ensure the carpet is adhered to the floor and installed as outlined in the ADA standards.

Installation Guidelines

Maintenance Guidelines

Specifications are subject to nominal manufacturing variance. Material supply and/or manufacturing processes may necessitate changes without notice.

This product is an exclusive design and may not be duplicated in any manner. Use of this design in the creation of another product design is also strictly prohibited.

Visit [shawcontract.com/testing](http://shawcontract.com/testing) for more information.



**PVC-Free**

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April 11, 2022

BROADLOOM  
**After Hours**

Style Number: 5B047  
Size: 12 ft | 3.66 m  
Collection: Suites Collection

ORDER SAMPLES

♥ SAVE TO BOARD



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**Colors**

								
New Moon 47100	Fiery Jewel 47120	Manhattan 47220	Exotic 47300	Stepping Out 47320	Weekender 47350	Clear Vision 47450	Jet Set 47470	Illuminated 47650
469 SQY	96 SQY		95 SQY	186 SQY	317 SQY	201 SQY		78 SQY
								
Private Jet 47690	Charmed 47830	Familiar Places 47890	Party Dress 47950					
190 SQY	444 SQY	108 SQY						

**Color Info**

Charmed 47830

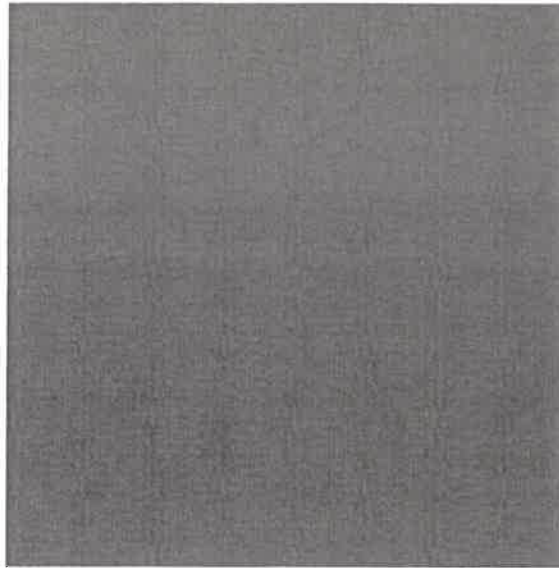
Commissioners & Conf Room

**Shipping Options**

Available In Stock - Up to 444 SQY

[Room Scene View](#) [Swatch & View](#)

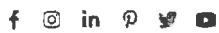
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Get notified of new product launches!

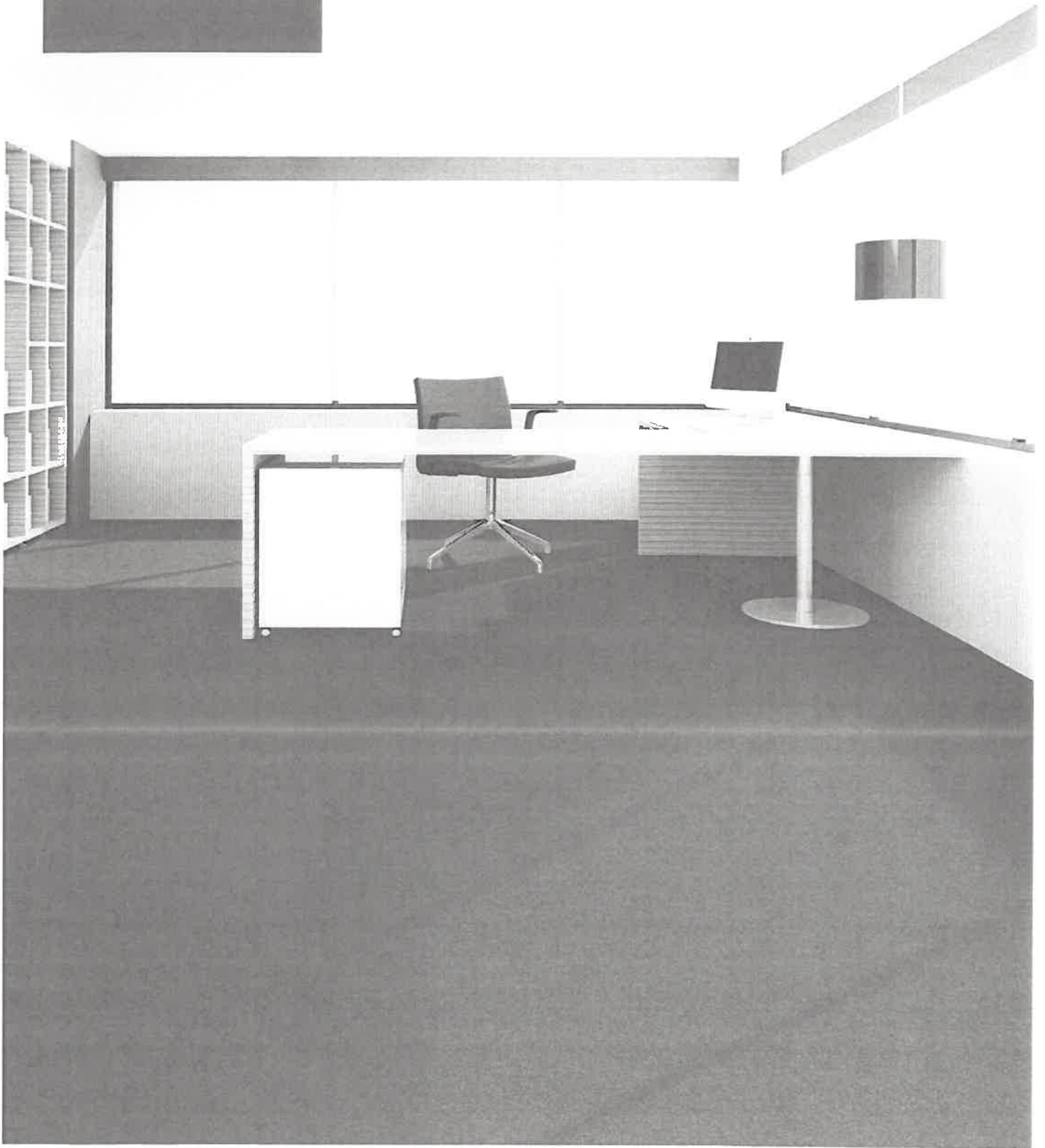
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Aladdin  
COMMERCIAL



## TOWN CENTER II

Town Center II offers an array of beautiful colors from soft, warm neutrals to bold, vivid accents. Available in our Weldlok broadloom backing system and is available in both a 30 oz. and 36 oz. weight.



## TOWN CENTER II 30

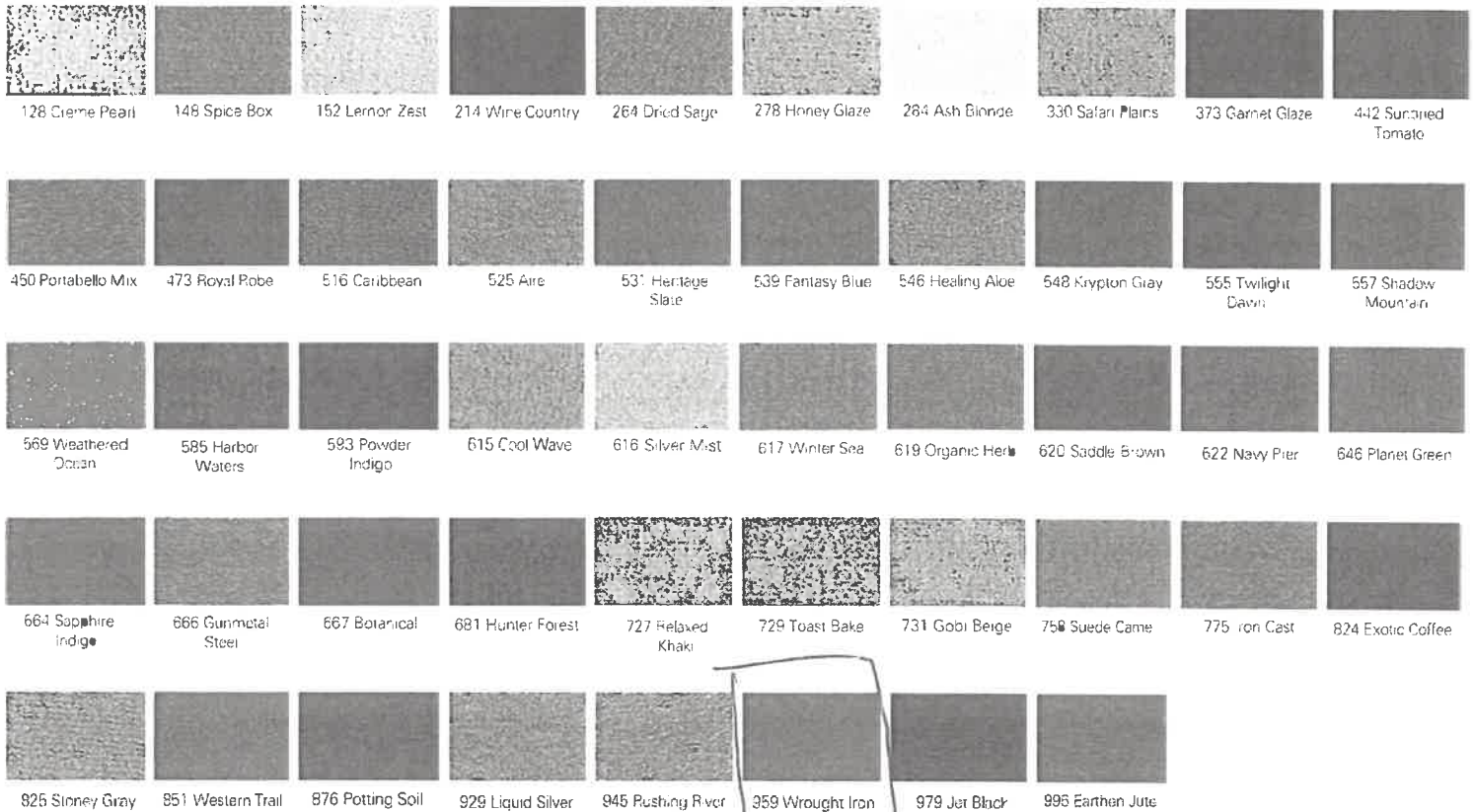
Style Number	1E73
Product Type	Broadloom
Construction	Tufted
Gauge	1/10" (39.37 rows per 10 cm)
Density	4,909
Tufted Weight	30 oz <sup>2</sup> (1017 g/m <sup>2</sup> )
Pile Thickness	.220" (5.59 mm)
Dye Method	Piece Dyed
Fiber Type	Colorstrand® Nylon
Stain Release Technology	Mohawk Protection Plus Stain
Soil Release Technology	Mohawk Protection Plus Soil
Primary Backing	Woven Polypropylene
Secondary Backing	Weldlok®
Flammability	ASTM E 648 Class 1 (Glue Down)
Smoke Density	ASTM E 662 Less than 450
Static Propensity	AATCC-134 Under 3.5 KV
Warranties	Lifetime Limited Wear Warranty Lifetime Limited Static Protection

## TOWN CENTER II 36

Style Number	1E74
Product Type	Broadloom
Construction	Tufted
Gauge	1/10" (39.37 rows per 10 cm)
Density	4,662
Tufted Weight	36 oz <sup>2</sup> (1211 g/m <sup>2</sup> )
Pile Thickness	.278" (7.06 mm)
Dye Method	Piece Dyed
Fiber Type	Colorstrand® Nylon
Stain Release Technology	Mohawk Protection Plus Stain
Soil Release Technology	Mohawk Protection Plus Soil
Primary Backing	Woven Polypropylene
Secondary Backing	Weldlok®
Flammability	ASTM E 648 Class 1 (Glue Down)
Smoke Density	ASTM E 662 Less than 450
Static Propensity	AATCC-134 Under 3.5 KV
Warranties	Lifetime Limited Wear Warranty Lifetime Limited Static Protection

Wrought Iron  
959  
Commissioners' offices  
&  
Comm. Conf. Room  
Border

## Town Center II



colorSTRAND®  
The Premium Commercial Fiber



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  
Construction

**Proc Folder:** 1033545

**Doc Description:** Addendum #1 - Carpet Removal & Installation

**Reason for Modification:**

Addendum #1 to attach Q&A, attach Pre-Bid, move Q&A deadline, & move Bid Opening date.

**Proc Type:** Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2022-05-23	2022-06-02 13:30	CRFQ 0926 PSC2200000014	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**

Jessica L Hovanec  
304-558-2314  
jessica.l.hovanec@wv.gov

**Vendor  
Signature X**

**FEIN#**

**DATE**

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



**ADDITIONAL INFORMATION**

Addendum #1 to attach vendor Q&A, attach the Pre-Bid Sign-In Sheet, move the Q&A deadline to 05/27/2022, and move Bid Opening date to 06/02/2022.

The West Virginia Purchasing Division is soliciting bids on behalf of Public Service Commission (PSC) to establish a contract for the removal of existing carpet and for the installation of new carpet in various areas of the Public Service Commission's main facility, located at 201 Brooks St., Charleston, WV.

\*\*\*MANDATORY Pre-Bid Meeting to be held on May 12, 2022 at 9:00 AM ET at the PSC Main Facility, 201 Brooks Street, Charleston, WV 25301.

**INVOICE TO****SHIP TO**

PUBLIC SERVICE  
COMMISSION  
201 BROOKS ST

PUBLIC SERVICE  
COMMISSION  
201 BROOKS ST

CHARLESTON WV  
US

CHARLESTON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Carpet Removal & Install - Base Bid	1.00000	LS		

**Comm Code****Manufacturer****Specification****Model #**

72152503

**Extended Description:**

Removal and installation of new carpet per the attached specifications, approximately 15,433 sq. ft.

**INVOICE TO****SHIP TO**

PUBLIC SERVICE  
COMMISSION  
201 BROOKS ST

PUBLIC SERVICE  
COMMISSION  
201 BROOKS ST

CHARLESTON WV  
US

CHARLESTON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Alternate 1	1.00000	LS		

**Comm Code****Manufacturer****Specification****Model #**

72152503

**Extended Description:**

Alternate 1 - total project- approximately 34,883 sq. ft.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-Bid Meeting on May 12, 2022 at 9:00 AM ET	2022-05-12
2	Technical Questions due by May 26, 2022 at 10:00 AM ET	2022-05-26

# SOLICITATION NUMBER: CRFQ PSC2200000014

## Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ PSC2200000014 ("Solicitation") to reflect the change(s) identified and described below.

### Applicable Addendum Category:

- ☒ [ X ] Modify bid opening date and time
- ☒ [ X ] Modify specifications of product or service being sought
- ☒ [ X ] Attachment of vendor questions and responses
- ☒ [ X ] Attachment of pre-bid sign-in sheet
- ☐ [ ] Correction of error
- ☒ [ X ] Other

### Description of Modification to Solicitation:

- 1) To attach the Pre-Bid Sign-In sheet
- 2) To attach the Vendor Questions & Answers
- 3) To extend the Q&A deadline to 05/27/2022 at 10:00 AM
- 4) To extend the Bid Opening date from 05/26/2022 to 06/02/2022

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

### 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.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ PSC2200000014**

**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

\_\_\_\_\_  
Authorized Signature

Christopher L. Coleman, President  
\_\_\_\_\_

Date

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

PSC2200000014 Addendum #1  
Vendor Questions and Answers

**Q1)** How do we submit alternate products for you to review in order to bid on this project?

**A1)** Refer to Section 8 in the bid package:

**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.**

Also, as stated in 13.1.2.1.1, 13.1.3.1.1, and 13.1.4.1.1. Carpet samples for an “or equal” product will be required prior to a contract award.

**Q2)** Your spec says "pile weight should not exceed 19 oz per square yard". Do you want 19 oz or lighter? Usually it is the other way around.

**A2)** For 13.1.2.4 the specification should state a “minimum” of 19 oz.

Also, refer to 13.1.2.7 which states the carpet must be durable and rated for heavy foot traffic. A heavier pile weight is best.

**Q3)** Can we bid on 2-3 different types of carpet once you approve?

**A3)** Vendors may submit bids for more than one type of carpet, however, this will require a separate and complete bid for each carpet type you wish to bid. Refer to question 1 above on how to submit alternate types of carpeting.

**Q4)** Regardless of the difference in the stitches per inch, the more important density of the J & J product far exceeds that of the Mohawk product. This is especially important as to the wear of the carpet tile. There is a close color to the Mohawk color within the J & J product’s color line. Please consider the J & J “Impulse III” carpet tile for inclusion in the Bid.

**A4)** This product appears to be an acceptable equal. The Agency reserves the right to select the color.

**Q5)** Aladdin Carpet mills has dropped the Town Center II 30 oz. broadloom product that is specified for the Public Service Commission’s Offices and Conference room border. Their new product that is almost identical is their “Influencer” 30 oz broadloom product. Will you please replace the Aladdin Town Center II product with this new Aladdin product for the Bid?

**A5)** This product appears to be an acceptable equal. The Agency reserves the right to select the color.

**Q6)** When do you expect to issue the notice to proceed after the contract is awarded?

**A6)** The agency has multiple construction projects taking place. We anticipate a painting project to be completed prior to the carpet being installed but this may end up being a concurrent project, which will require additional coordination between the agency and vendors. We anticipate the carpet project will start within 30-60 days of a contract being awarded, if not sooner.

**Q7)** The bid package states you want carpet squares for all rooms. In specification 13.1.3.1.5 and 13.1.4.1.3 you requested ½" padding. However, padding cannot be used with carpet squares. In specification 13.1.3.1.6 and 13.1.4.1.3.2 you have the carpet product shall be "modular tile squares", but in 13.1.3.1.7 and 13.1.4.1.3.3 you have "carpet shall be broadloom". Broadloom is roll carpeting. Please advise which carpeting type is correct?

**A7)** Upon further investigation and consideration, the Agency wants padding in the Commissioner's offices and conference room. The Agency will omit the reference to carpet squares since padding cannot be used with this type of carpet and will allow a broadloom carpet (roll carpet), in these four rooms only. All other areas will still require the carpet squares.

**Q8)** If you chose broadloom instead of carpet squares for contract items 13.1.3 and 13.1.4, is it necessary to provide the 2% extra carpeting for these types?

**A8)** No, the 2% excess will not be needed for these two contract items.

**Q9)** Will we be required to move the large cabinets in the halls and various areas?

**A9)** Yes, vendor will be responsible for moving furniture or equipment and carpeting under all areas and moving the furniture or equipment back upon completion. See 13.1.1.16.

# Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ PSC22\*14

Date of Pre-Bid Meeting: 5/12/2022

Location of Prebid Meeting: PSC 201 Brooks St. Charleston

**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:
Continental Flooring	PETE COLEMAN	9319 N 94th way Suite 1000 Scottsdale AZ 85257	(480) 949-8505	(480) 945-2603	PeteColeman@continentalflooring.com
Start to Finish Construction	Stanley Kinder	6982 Charleston Rd, 25286, Walton WV	304-882-2392		StanKinder10@outlook.com
Honest Feds Flooring	Mike McCorbie	224 Lot Pursant Rd/ Parkersburg, WV 26101	304-889-2332	—	miccorbie14@gmail.com
MOHAWK GROUP	MATT COBERLY	41 2ND AVE RAVENSWOOD WV, WV 26164	304 532 4689		MATT_COBERLY@MOHAWKIND.COM
Family Carpet	Mark Porten	6720 Mac Conkle St. Albans WV	304 541-4827		FamilyCarpet.net AOC.COM
JAMES MARTIN GORDAY	JAMES MARTIN	138 OAKWOOD RD Charleston WV 25314	304 437 1974		Gorday 138 2 J.MARTIN.COM

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

# Pre-Bid Sign-In Sheet

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For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
PSC	Michael Dailey		(304) 340 2225		mdailey@psc.state.wv.gov
PSC	Malena Harding				
PSC	Garrett Harding				

**\*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.



REQUEST FOR QUOTATION  
Carpet Removal & Installation

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**EXHIBIT A – Pricing Page**

**Base Bid**

**Carpet Removal & Install - Approximate square footage 15,433**

**Total Overall Cost \$ 103,438.00**

**Alternate 1**

**Carpet Removal & Install – approximate square footage 34,883**

**Total Overall Cost \$ 232,414.00**

\*\*\*Agency will select either Base Bid or Alternate 1 for award.